

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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – August 6, 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 May.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Proclamations.

Recommendation: That the Board take the following action.

A. Adopt the Proclamation commending and congratulating Judy Battle, Human

Resources Associate I, Human Resources Department, on her selection as "Employee of the Month" for August 2015;

B. Adopt the Proclamation congratulating Mr. Willie Carter for being recognized by ECAT and First Transit as the 2016 World Class Safety Olympic Torch Bearer and commending him for his commitment to safety for over 40 years;

C. Adopt the Proclamation proclaiming August 9 through August 15, 2015, as "National Health Center Week" in Escambia County and encouraging every Escambia County resident to visit their local Health Center and to celebrate the important partnership between America's Health Centers and the communities they serve;

D. Ratify the Proclamation dated July 14, 2015, proclaiming that the Board of County Commissioners of Escambia County, Florida joins Zion Hope Primitive Baptist Church in commending and congratulating Pastor Bernard C. Yates for his 30 years of service to the Church and the Community;

E. Ratify the Proclamation dated July 14, 2015, expressing the Board's appreciation to Ms. Brenda "Gail" Berry for 15 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida; and

F. Ratify the Proclamation dated July 23, 2015, commending Ms. Jacqueline Miles for her outstanding service to the citizens of Escambia County and congratulating her on the 50th Anniversary of the Pensacola Voice Newspaper.

7. 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.

8. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating Chapter 42, Environment, Article X, of the Escambia County Code of Ordinances, Leave No Trace.

Recommendation: That the Board adopt an Ordinance creating Chapter 42, Environment, Article X, of the Escambia County Code of Ordinances, Leave No Trace, prohibiting and regulating obstructions and personal property abandoned on beaches.

9. 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 Acceptance of Documents Provided to the Clerk to the Board's Office

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

A. Closing Documents relating to the sale of surplus property, located at 721 West Lee Street, to Robin F. Stark, as approved by the Board on February 21, 2013, and September 5, 2013, and received in the Clerk to the Board's Office on July 17, 2015;

B. The Northwest Florida Water Management District Tentative Budget for Fiscal Year 2015-2016, as provided by April Murray, Budget Analyst, NFWFMD, on July 30, 2015;

C. Copies of the certified proofs of publication of the advertisements for Unclaimed Overpayments/Refunds and Unclaimed Cash Bonds held by the Office of the Clerk of the Circuit Court and Comptroller, as published in The Escambia Sun-Press, LLC, on July 16, 2015.

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

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

A. Approve the Minutes of the Regular Board meeting held July 23, 2015;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 23, 2015;

C. Accept, for filing with the Board's Minutes, the Report of the Budget

Committee of the Whole Workshops held July 14 and 15, 2015; and

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held July 16, 2015.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3-2.5

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Chapter 3, Zoning Regulations. In the Low Density Residential district (LDR), land zoned V-1 prior to the adoption of this code requires a one acre minimum lot size.

This hearing serves as the first 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).

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map

That the Board of County Commissioners (BCC) review and adopt the Large Scale Map Amendment 2015-01. At the April 7, 2015, Planning Board Meeting, the Board recommended approval to the BCC. At the May 7, 2015, BCC Meeting, the Board approved the transmittal to DEO.

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

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

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2015-12 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. 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: MU-S, Mixed-Use Suburban
Commissioner 1
District:
Requested by: Kerry Anne Schultz, Agent for The Busbee Limited
Partnership and Murphy J. Jacob Trust, Owners
Planning Board Approval
Recommendation:
Speakers: Kerry Anne Schultz, Edward Morgan, Tommy Brown

4. 5:47 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 case 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.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. August 20, 2015

1. 5:45 p.m. - A Public Hearing - Minimum Lot Size Ordinance (2nd of 2 Public Hearings)

2. 5:46 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - McDirt Borrow Pit

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

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

B. September 3, 2015

1. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case heard by the Planning Board on August 4, 2015:

Case No.: **Z-2015-14**
Address: 3425 West Fairfield Drive
Property Reference No.: 16-2S-30-1001-020-004
Property Size: 0.48 (+/-) acres
From: HDR, High Density Residential district (18 du/acre)
To: HDMU, High Density Mixed-use district (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District 3
Requested by: Downtown Investment Properties, LLC

2. 5:46 p.m. - A Public Hearing - Zoning Requirements Ordinance

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Scheduling a Public Hearing Regarding the Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation - Derek Whidden, Grants Coordinator, Escambia County Sheriff's Office

That the Board authorize the scheduling of a Public Hearing for August 20, 2015, at 5:31 p.m., for the purpose of receiving public comments concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2015 Local Solicitation Project funding.

2. Recommendation Concerning the Request for Disposition of Property for the Department of Natural Resources Management, Extension Services Division - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board approve the Request for Disposition of Property Form for the Department of Natural Resources, Extension Services Division, for property described and listed on the Disposition Form. The listed item (PN 41018) has been found to be of no further usefulness to the County, thus, it is requested that it be auctioned as surplus or disposed of properly.

3. Recommendation Concerning the Antenna Mounting Space License Agreement between Escambia County and the School Board of Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Antenna Mounting Space License Agreement between Escambia County and the School Board of Escambia County, Florida, for the provision of allowing School District radio equipment and antenna to reside at Escambia County's Don Sutton Microwave Tower and Equipment Shelter:

A. Approve the License Agreement to enable the Escambia County School District's radio equipment to reside on/at Don Sutton Microwave Tower and Equipment Shelter, effective August 6, 2015, and continuing for a term of 20 years with an option for a 5-year extension, provided that terms within the Agreement are met; and

B. Authorize the Chairman to sign the Agreement.

4. Recommendation Concerning the Request for Disposition of Property for the Office of Purchasing - Claudia Simmons, Manager, Office of Purchasing

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

5. Recommendation Concerning the Florida-Alabama Transportation Planning Organization Interlocal Agreement - Joy Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Florida-Alabama Transportation Planning Organization Interlocal Agreement:

A. Adopt the Resolution authorizing the Chairman to execute the Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization;

B. Approve the updated Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization made and entered into on the 8th day of July 2015, by and between the Florida Department of Transportation (FDOT); Alabama Department of Transportation (ALDOT); Florida Counties of Escambia and Santa Rosa; Alabama County of Baldwin; the Cities of Pensacola, Gulf Breeze, Milton in Florida and Orange Beach in Alabama; and Escambia County Area Transit; and

C. Authorize Mike Crittenden, Escambia County Area Transit General Manager, to execute the Interlocal Agreement.

6. Recommendation Concerning the Escambia County Health Facilities Authority Reappointments, as Requested by Paula G. Drummond, Executive Director and 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 and 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, Jr., effective August 22, 2015, through August 21, 2019.

7. 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 retroactively, August 1, 2015, through July 31, 2019.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Property, Boiler and Machinery, Crime, Workers Compensation, and Statutory Death Benefits Insurance Agent Contract Extension - Robert Dye, Manager, Risk Management Office

That the Board approve the Contract extension as provided in Contract PD 10-11.064, Property, Boiler and Machinery, Crime, Workers' Compensation, and Statutory Death Benefits Insurance Agent with Whitman & Whitman, Inc., for the final 12-month extension, effective October 1, 2015, through September 30, 2016, for an annual expense of \$80,000.

[Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501]

2. Recommendation Concerning the Purchase of Two Vehicles for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association & Florida Association of Counties Automotive Contract 14.22.0904, and authorize the issuance of a Purchase Order for two 2015 Ford Expeditions EL, for the Public Safety Department, to Duval Ford Fleet Sales, in the amount of \$67,220, according to specifications in VE 14-15.025.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

3. Recommendation Concerning the Purchase of Two New Ambulances for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of two new ambulances:

A. Authorize the County to piggyback off the State of Ohio State Term Contract STS233, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for two Navistar 4300 Series Chassis, for the Public Safety Department, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles), in the amount of \$432,008, according to the Specification Number VE 14-15.022.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

4. Recommendation Concerning the Purchase of Four Ambulance Re-Mounts for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of the four ambulances:

A. Authorize the County to piggyback off the State of Ohio State Term Contract STS233, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for four new, unused 2015 or current year model Navistar 4300 Series Chassis, for the Public Safety Department, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles), in the amount of \$719,992, according to the Specification Number VE 14-15.023.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

5. Recommendation Concerning a Change Order to Cameron-Cole, LLC, for the Public Safety Department, Fire Rescue Division - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, adding funds for professional services through the balance of the Fiscal Year. This request is to prevent continued multiple Change Orders for additional environmental services at the Warrington Fire Station facility, located at 20 Navy Boulevard, Pensacola, Florida.

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	\$70,000
Vendor:	Cameron-Cole, LLC
Project Name:	N/A
Contract:	N/A
PO#	141376
CO#	1
Original Award Amount:	\$31,946
Cumulative Amount of Change Orders through this CO:	\$70,000
New PO Total:	\$101,946

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Department Paid]

6. Recommendation Concerning a Change Order to Purchase Order #150656, Fairbanks Scales, Inc., for Repairs and Maintenance to Scales at Perdido Landfill and Palafox Transfer Station - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 5, to Fairbanks Scales, Inc., for repairs and maintenance to scales at the Perdido Landfill and the Palafox Transfer Station:

Department:	Waste Services
Division:	Waste Services
Type:	Addition
Amount:	\$35,000
Vendor:	Fairbanks Scales, Inc.
Project Name:	Repairs and Maintenance
PO#:	150656
CO#:	5
Cost Center for CO:	230307 & 230314
Original PO Amount:	\$20,000
Cumulative Amount of Change Orders thru #5:	\$64,500
New PO Total:	\$84,500

[Funding Source: Fund 401, Solid Waste Fund, Cost Centers 230307 & 230314, Object Code 54601]

7. Recommendation Concerning the Purchase of One Crawler Tractor (Dozer) for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to utilize the National Intergovernmental Purchasing Alliance #120377 and award a Purchase Order to Thompson Tractor Company, in the amount of \$88,677 for one 2015 Caterpillar D3K2 Track Type Crawler Tractor (Dozer) for the Road Division, according to the specifications of VE 14-15.026.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

8. Recommendation Concerning the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc., contributing from the County's current Fiscal Year 2014-2015, the sum of \$25,000, to the Humane Society to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic, as directed by the Board on June 2, 2015.

[Funding: Fund 001, General Fund, Cost Center 320504, Account 58201]

9. Recommendation Concerning the Main Library Cafe-Coffee Shop - Claudia Simmons, Manager, Office of Purchasing

That the Board award Contract PD 14-15.066, for the Main Library Cafe-Coffee Shop, to R. D. Ward Construction Company, Inc., in the base bid amount of \$51,500, including Add Alternate Number 1, for \$13,500, and Add Alternate Number 2, for \$5,500, for a total award of \$70,500.

[Funding: Fund 113, Library Fund, Cost Center 110504, Library Donations, Object Code 54601]

10. Recommendation Concerning Debris Hauling Services - Claudia Simmons, Manager, Office of Purchasing

That the Board award the Contract for PD 14-15.053, Debris Hauling Services, and approve the Form Agreement for Debris Hauling Services with the following firms, for a term of 36 months for disaster debris collection and hauling services to be available in the event of a declared disaster in Escambia County:

- A. Ashbritt, Inc.;
- B. DRC Emergency Services;
- C. J.B. Coxwell Contracting;
- D. Panhandle Grading & Paving, Inc.;
- E. Phillips and Jordan, Inc.;
- F. Roads, Inc., of NWF;
- G. Tag Grinding Services, Inc.; and
- H. TFR Enterprises, Inc.

[Funding source initially is Fund 112, Disaster Recovery Fund, pending Federal assistance and reimbursement]

11. Recommendation Concerning Amendment #1 to the Interlocal Agreement for HOME Substantial Rehab/Reconstruction Assistance Project - Tonya Gant, Neighborhood and Human Services Department Director

That the Board Take the following action concerning Amendment #1 to the Interlocal Agreement for HOME Substantial Rehab/Reconstruction Assistance Project with the Town of Century:

A. Approve Amendment #1 to the Interlocal Agreement for HOME Substantial Rehab/Reconstruction Assistance Project, increasing the funding from to \$75,000 to \$79,275, in U.S. Department of Housing and Urban Development (HUD) HOME funds; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment.

[Funding: Fund 147, 2012 HUD HOME Consortium Fund, Cost Center 370266 (formerly 220458) and 2013 HUD HOME Consortium, Cost Center 370265 (formerly 220458)]

12. Recommendation Concerning the OLF-X Property Site in Santa Rosa County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the OLF-X Property Site in Santa Rosa County, Florida:

A. Authorize the appropriation of funds from revenue collected for the Sale of Timber at the OLF-X Property Site, Fund 102 "Economic Development", Account 365004 to Fund 102 "Economic Development", Cost Center 360704, in the amount of \$21,980.

B. Adopt the Resolution approving Supplemental Budget Amendment #219, Economic Development Fund (102), in the amount of \$21,980, to recognize revenue collected for the sale of timber at the OLF-X Property Site; and

C. Authorize the issuance of a purchase order to J. Miller Construction, in the amount of \$21,980, to install a Type II Silt Fence at the OLF-X Project site to keep the gopher tortoises from migrating into this area.

III. For Discussion

1. Discussion Concerning the Santa Rosa Island Authority's Budget - Jack R. Brown, County Administrator
2. Recommendation Concerning the Friends of the West Florida Public Library, Inc., Request to Serve Alcohol at Their Annual Fund-Raising Dinner - Jennifer Yannuzzi, Interim Library Manager

That the Board approve the request from the Friends of the West Florida Public Library, Inc., to serve wine or champagne at their annual fund-raising dinner on Saturday, August 29, 2015, from 5:30 p.m. to 9:00 p.m., at the Main Library, 239 North Spring Street, Pensacola, Florida.

3. Recommendation Concerning Crabtree Church Road - Local Agency Program Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the Chairman to sign a letter terminating the Crabtree Church Road - Local Agency Program Agreement with the Florida Department of Transportation.

4. Recommendation Concerning Leadership Florida Class Tuition and Travel Expenses - Grover C. Robinson, IV, District Four Commissioner

That the Board approve the payment of the invoice for the Leadership Florida Class tuition, in the amount of \$5,450, and the expenses associated with the classes, including hotel, airfare, rental car or taxi fare, and per diem, to allow Commissioner Grover Robinson to attend the various Leadership Florida Classes throughout the State of Florida. (Commissioner Robinson has applied for a \$5,000 scholarship from the Florida Association of Counties. If it is approved, the County will owe only the remaining \$450 for the tuition.)

[Funding Source: Fund 001, General Fund, Cost Center 110101, Object Code 54001/55501]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of the Workers' Compensation Claim of Dale Bond against Escambia County Board of County Commissioners

That the Board take the following action:

A. Authorize payment in the total sum of \$110,750.00 to Dale Bond in final settlement of Claim No.: 306-099-0583561; and

B. Authorize the County Attorney's Office to accept a general release, formal resignation and waiver of all non-Workers' Compensation claims executed by Dale Bond.

2. Recommendation Concerning Dispute as to Terms of Coverage for All-Perils Property Insurance Covering Central Booking and Detention Facility for the Explosion Occurring on April 30, 2014.

That the Board take the following action:

A. Authorize the County Attorney's Office to retain the law firm of Cheffy Passidomo to act as co-counsel in pre-suit negotiations and any ensuing litigation should an impasse be reached; and

B. Authorize the County Administrator to sign the contingent fee agreement and statement of client's rights, copies of which are attached, to engage the law firm of Cheffy Passidomo.

3. Recommendation Concerning Introducing S. 770 and H.R. 1452 - The Escambia County Land Conveyance Act

That the Board authorize the Chairman to sign the attached five letters jointly with the Santa Rosa County Commission in support of introducing S. 770 and H.R. 1452, the Escambia County Land Conveyance Act. This legislation will allow the County to release the restrictions on land conveyance to facilitate the transfer of County controlled leased interests to the existing leaseholders.

II. For Information

1. Recommendation Concerning Recognition of Assistant County Attorney Kristin D. Hual

That the Board commend and congratulate Assistant County Attorney Kristin D. Hual for achieving Board Certification by the Florida Bar in the area of City, County and Local Government Law.

Ms. Hual has been with this office since August 18, 2008. Board Certification demonstrates “special knowledge, skills and proficiency” in her field of practice. Ms. Hual is to be congratulated for this accomplishment.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8641

Proclamations 6.

BCC Regular Meeting

Meeting Date: 08/06/2015

Issue: Adoption/Ratification of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action.

- A. Adopt the Proclamation commending and congratulating Judy Battle, Human Resources Associate I, Human Resources Department, on her selection as "Employee of the Month" for August 2015;
- B. Adopt the Proclamation congratulating Mr. Willie Carter for being recognized by ECAT and First Transit as the 2016 World Class Safety Olympic Torch Bearer and commending him for his commitment to safety for over 40 years;
- C. Adopt the Proclamation proclaiming August 9 through August 15, 2015, as "National Health Center Week" in Escambia County and encouraging every Escambia County resident to visit their local Health Center and to celebrate the important partnership between America's Health Centers and the communities they serve;
- D. Ratify the Proclamation dated July 14, 2015, proclaiming that the Board of County Commissioners of Escambia County, Florida joins Zion Hope Primitive Baptist Church in commending and congratulating Pastor Bernard C. Yates for his 30 years of service to the Church and the Community;
- E. Ratify the Proclamation dated July 14, 2015, expressing the Board's appreciation to Ms. Brenda "Gail" Berry for 15 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida; and
- F. Ratify the Proclamation dated July 23, 2015, commending Ms. Jacqueline Miles for her outstanding service to the citizens of Escambia County and congratulating her on the 50th Anniversary of the Pensacola Voice Newspaper.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

WHEREAS, Judy Battle, a Human Resources Associate I, in the Human Resources Department, began her employment with the County on April 1, 2002, and is selected for "Employee of the Month" for August 2015, for the standards of excellence that she has displayed in the performance of her duties; and

WHEREAS, Ms. Battle processes new-hires, which includes conducting background screenings, setting appointments for physicals, and arranging start dates with the candidates and the receiving departments. She issues badges for new County employees, contractors, vendors, volunteers, interns, and the other appointing authorities, and she assists applicants with applications and distributes job announcements in a timely manner; and

WHEREAS, in March 2015, the Employment Division held a special recruitment and hired 28 temporary positions for summer mowing/cutting grass and bush hogging. All of the applicants had to have a background screening, a physical, a nicotine and drug screening, and had to be cleared to start by April 1, 2015. All of these processes had to be completed within a two-week timeframe. Judy was able to get the candidates who completed the screenings, employed within the specified time period, while still providing top notch service to her other clients; and

WHEREAS, E. Garnett Hagensick, LPN, BS, MHA, Nurse Manager of the Employee Clinic has said of Judy "She is professional, diligent, and takes pride in completing her work in a timely manner"; and

WHEREAS, Ms. Battle is the Pastor at New Revelations Baptist Church, where she gives her time and money. She and her church recently went out and fed sandwiches to people living under the bridges and the viaducts. She also regularly visits and ministers to residents living in nursing homes and quietly goes about doing things for people without any type of recognition; and

WHEREAS, Ms. Battle is usually the first voice and the first face a newly-hired employee hears and sees. She is always respectful and patient while answering many questions. She greets everyone with a smile on her face and a smile in her voice. She is a great asset to the Human Resources Department and to the County.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Judy Battle on her selection as the "Employee of the Month" for August 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: August 6, 2015

PROCLAMATION

WHEREAS, Escambia County Area Transit (ECAT) recognizes Willie Carter as the selected 2016 World Class Safety Olympic Torch Bearer selected from First Transit employees around the country; and

WHEREAS, Mr. Willie Carter has served over 40 years with Escambia County Area Transit as a bus Operator; and

WHEREAS, Escambia County Area Transit's number one goal is safety for their over 1.5 million trips per year; and

WHEREAS, First Transit incorporates a World-Class Safety Program that creates a culture where all First Transit employees keep safety a priority at all times; and

WHEREAS, Mr. Willie Carter has been injury and collision-free for his 40 plus years of ECAT service, proving to be an excellent ambassador promoting a culture in public transportation that is focused on promoting and rewarding safety longevity for the individual and the community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates Mr. Willie Carter for being recognized by ECAT and First Transit as the 2016 World Class Safety Olympic Torch Bearer and commends him for his commitment to safety for over 40 years.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman

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: August 6, 2015

PROCLAMATION

WHEREAS, 2015 marks 50 years since the first Community Health Center opened its doors, demonstrating that locally-governed healthcare can improve lives while lowering costs. Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies by generating billions of dollars in combined economic impact and creating jobs in some of the country's most economically deprived communities; and

WHEREAS, what began as a small demonstration project in two states has grown into the country's largest primary care network, with Health Centers now serving as the healthcare home for over 23 million Americans through more than 9,200 delivery sites across the nation. Health Centers are located in medically underserved areas and locally controlled by patient-majority boards, making each Health Center responsive to the needs of the specific community it serves. One in every fifteen people living in the United States depends on their service; and

WHEREAS, Health Centers provide high quality, cost effective, and accessible primary and preventive care, including integrated medical, oral, vision, behavioral health, and pharmacy services, to all individuals regardless of insurance status or ability to pay. The Health Center model continues to prove an effective means of reducing healthcare disparities and overcoming barriers to access, including geography, income, and insurance status, and in doing so, improves healthcare outcomes and reduces healthcare system costs; and

WHEREAS, Health Centers nationally employ nearly 157,000 full-time positions, including more than 11,300 physicians and more than 8,400 nurse practitioners, physician assistants, and certified nurse midwives as part of a multi-disciplinary clinical team designed to treat the whole patient, coordinating care and managing chronic disease, at the same time reducing unnecessary, avoidable and wasteful use of health resources. Health Centers save the entire health system approximately \$24 billion annually by managing chronic conditions and keeping patients out of costlier healthcare settings; and

WHEREAS, Health Centers have worked tirelessly to grow the nation's primary care infrastructure to meet the pressing needs of Americans who still lack access to primary care services, a number that exceeds 62 million nationwide. The demand for Health Centers continues to outpace growth. Expansion of the program will be essential to meet the needs of these new patients, as existing Health Centers are already at capacity, and many communities lack any primary care services at all; and

WHEREAS, Escambia Community Clinics, Inc., has provided comprehensive primary and preventive healthcare with compassion, dignity, and respect for each person, regardless of ability to pay for services, assuring access to care for the medically needy, underinsured, and underserved since 1993; and

WHEREAS, National Health Center Week offers the opportunity to recognize America's Health Centers, their dedicated staff, board members, and all those responsible for the continued success and growth of the program since its creation 50 years ago. During this National Health Center Week, we celebrate the legacy of America's Health Centers and their vital role in shaping the future of America's healthcare system.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim August 9-15, 2015, as

"National Health Center Week"

in Escambia County, and encourages every Escambia County resident to visit their local Health Center and to celebrate the important partnership between America's Health Centers and the communities they serve.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, 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: August 6, 2015

PROCLAMATION

WHEREAS, Pastor Bernard C. Yates, a native of Mobile, Alabama, was "Raised in the Faith" and in the fear and admonition of the Lord by the late Deacon Robert L. Yates, Sr., and Mother Maggie Bumpers Yates. He is the youngest of 10 siblings, 5 of whom are preachers; and

WHEREAS, Pastor Yates is a product of Bishop College in Dallas, holds a Master of Arts Degree in Pastoral Ministry from Liberty Theological Seminary in Lynchburg, Virginia, and was bestowed an Honoris Couse from St. Thomas College of Jacksonville, Florida; and

WHEREAS, Pastor Yates was licensed to proclaim God's Word on March 31, 1974. He took up the mantle of the Zion Hope Primitive Baptist Church pastorate in 1985 and developed the Zion Hope Center for Biblical Studies offering an in-depth study of God's Word to prepare and enhance the gifts, talents, and callings of the people of God; and

WHEREAS, as Pastor of Zion Hope, a fast-growing church, Elder Yates led the Zion Hope Family of Faith into a 27,000 square foot, multi-purpose complex known as the Center of Hope for Family and Community Life in 2003; and

WHEREAS, Pastor Yates served as President of the Baptist Ministerial Alliance and as Vice President of the National Primitive Baptist Convention, USA; and

WHEREAS, Pastor Yates serves as Bible Expositor for the State Primitive Baptist Convention, as Moderator of the Mount Zion West Florida/Alabama/Louisiana Primitive Baptist District Association, and as President of the National Primitive Baptist Convention, USA; and

WHEREAS, Pastor Yates' accomplishments extend far outside the walls of Zion Hope Primitive Baptist Church. He has availed himself to the works of city, county, and state governments and the local School District, working with principals, teachers, deans, and coaches in support of the educational, recreational, tutorial, and testing system; and

WHEREAS, Pastor Yates has networked with law enforcement officials to create a safe living and worshipping environment. He has established a relationship with the elected officials and constitutional officers of the city and county governments, providing guidance on community issues. He has served on numerous boards, committees, and advisory councils for the betterment of the community and has supported and provided aid to victims of hurricanes, natural disasters, and unfortunate circumstances.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, joins Zion Hope Primitive Baptist Church in commending and congratulating Pastor Bernard C. Yates for his 30 years of service to the Church and the Community.

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


Steven Barry, Chairman, District Five

Grover C. Robinson, IV, 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

Dated: July 14, 2015



PROCLAMATION

WHEREAS, Brenda "Gail" Berry served the citizens of Escambia County and the State of Florida very faithfully for 15 years, retiring as Poll Worker Assistant for the Supervisor of Elections; and

WHEREAS, Gail Berry began her service with Escambia County as a temporary election worker in 1994; she became a permanent employee in the elections office in 2000; and

WHEREAS, since David Stafford took office in January 2005, Ms. Berry's dedication and exemplary service to the Poll Worker Division have advanced the success of the Supervisor of Elections Office in serving the public; and

WHEREAS, Ms. Berry's helpful and gracious personality, patience, loyalty, and excellent working relationship with her coworkers and the public will be greatly missed.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners, on behalf of the citizens of Escambia County and her fellow employees, commends and congratulates Ms. Brenda "Gail" Berry on her retirement and outstanding record of service to the public.

BE IT FURTHER PROCLAIMED, that the Board of County Commissioners of Escambia County expresses its appreciation to Ms. Brenda "Gail" Berry for 15 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida.

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


Steven Barry, Chairman, District Five

Grover C. Robinson, IV, 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

Dated: July 14, 2015



PROCLAMATION

WHEREAS, the Pensacola Voice Newspaper, the voice of the African American community, was begun by Mr. Les Humphrey in 1965 and strives to provide exemplary coverage of news items affecting the lives of African Americans; and

WHEREAS, Mr. Humphrey's daughter, Ms. Jacqueline Miles, current owner and publisher of the Pensacola Voice Newspaper, through her dedication, hard work, and commitment to the community, has carried it through to reach its 50th year; and

WHEREAS, the scope of the newspaper's coverage falls within but is not limited to political, social, and economical events; and

WHEREAS, the 50th Anniversary of the Pensacola Voice Newspaper will be celebrated with a Black Tie Affair at the Sanders Beach Corinne Jones Center on July 30, 2015. A celebration with the whole community will take place with a free concert at the Maritime Park on August 1, 2015, featuring Lenny Williams, Funk Superstars, Confunkshun, and Young Blood vs. Old School.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends Ms. Jacqueline Miles for her outstanding service to the citizens of Escambia and congratulates her on the 50th Anniversary of the Pensacola Voice Newspaper.

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
Dated: July 23, 2015



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8619

Public Hearings 8.

BCC Regular Meeting

Meeting Date: 08/06/2015

Issue: 5:31 p.m. Public Hearing to Consider Creating Chapter 42, Environment, Article X, of the Escambia County Code of Ordinances

From: Meredith Crawford, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating Chapter 42, Environment, Article X, of the Escambia County Code of Ordinances, Leave No Trace.

Recommendation: That the Board adopt an Ordinance creating Chapter 42, Environment, Article X, of the Escambia County Code of Ordinances, Leave No Trace, prohibiting and regulating obstructions and personal property abandoned on beaches.

BACKGROUND:

At its July 23, 2015 meeting, the Board approved setting the Public Hearing for consideration of creating the Leave No Trace Ordinance.

At its Committee of the Whole meeting on July 16, 2015, the Board directed the County Attorney's Office to schedule a public hearing to consider an ordinance that would prohibit and regulate unattended personal property abandoned on the Beach.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was drafted by Assistant County Attorney, Meredith D. Crawford and was advertised in the July 26, 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

Letter from Representative Mike Hill

SRIA Ordinance Request

ORDINANCE 2015-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 42, ENVIRONMENT, ARTICLE X OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROHIBITING AND REGULATING OBSTRUCTIONS AND PERSONAL PROPERTY ABANDONED ON BEACHES AND TO BE COMMONLY REFERRED TO AS THE "LEAVE NO TRACE ORDINANCE"; REQUIRING THE POSTING OF PROPER SIGNAGE AT BEACH ACCESS POINTS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 125.01 the County shall have the power to carry on county government inclusive of the power to adopt its own rules that which are not inconsistent with general or special law; and

WHEREAS, pursuant to Florida Statute 125.01 the County shall reserve the powers to adopt ordinances necessary for the exercise of its powers and perform acts which are in the common interest of the people of Escambia County and exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Escambia County has \pm 8.3 miles of public Gulf of Mexico fronting beaches on Pensacola Beach, Florida (Sometimes referred to herein as the "public beach"); and

WHEREAS, residents and tourists use and enjoy the public beach on Pensacola Beach, Florida for recreation, fishing, walking, water access and other traditional uses; and

WHEREAS, nesting sea turtles, shorebirds, and other protected species use the public beach as habitat for critical aspects of their lifecycle such as egg laying, foraging, and rearing of young; and

WHEREAS, items of personal property left on the public beach unattended overnight are obstacles for maintenance crews, interfere with the public's use, access and enjoyment of the public beach, pose safety hazards, adversely affect the beauty of the public beach, adversely affect tourism, adversely affect economic interests, and cause negative impacts to nesting sea turtles and other protected species; and

WHEREAS, the uncontrolled regulation of claimed and unclaimed personal property has and will continue to have long term effects on the future preservation and public safety for Escambia County's beaches and its affects to the general health, natural beauty, public safety, smart growth, and the joint welfare and wellbeing of the residents and visitors; and

WHEREAS, hundreds of beach tents, canopies, cabanas, shading devices,

chairs, ice chests, storage chests, and other items of personal property, including personal property used in commerce such as, but not limited to, tents, chairs, jet skis, paddle boards, surfboards, sailboats, kayaks, and other watercraft have been left overnight on the public beach on Pensacola Beach, Florida; and

WHEREAS, personal property left on the public beach of Pensacola Beach, Florida overnight as well as misuse and abuse of basic guidelines for peaceful enjoyment and proper sharing of the public beaches by the entire community constitutes a nuisance which is contrary to the public's health, safety and welfare; and

WHEREAS, in order to protect and maintain the use of the public beach for residents, tourists, visitors, wildlife and maintenance crews, the overnight placement of items of personal property on the public beach, must be, and is, prohibited; and

WHEREAS, the personal property left overnight on the public beaches of Escambia County, Florida is neither "lost property" nor "abandoned property" as those terms are used in Section 705.101, Florida Statutes, because such property has neither been mislaid nor disposed of on the public beach in a wrecked or inoperative condition, and that the regulation of personal property left on the public beach overnight is not preempted by Chapter 705, Florida Statutes; and

WHEREAS, leaving personal property in beach access points at any time blocks public access and creates a hazard and nuisance for other persons wishing to access the public beach; and

WHEREAS, allowing persons to relocate items of personal property overnight to a safe and appropriate location off the public beach, as close as practicable to an existing permanent structure or the line of buildings, reasonably balances the use and enjoyments of personal property with the need to protect the public access, public health, safety and welfare, and wildlife; and

WHEREAS, the County Administrator shall be authorized to grant limited permission and exceptions to leave items of personal property on the public beach overnight under enumerated circumstances; and

WHEREAS, public trash containers, signs placed by a governmental agency on the beach and beach areas, and public items, should be allowed to remain on the public beach in order to further other important public interests and benefits; and

WHEREAS, these regulations and rules are consistent with all applicable policies of the County, including its Comprehensive Plan and Land Development Regulations, and are not in conflict with the public interest;

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Part I of the Escambia County Code of Ordinances, Chapter 42, Article X, is hereby created to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article X. ESCAMBIA COUNTY LEAVE NO TRACE. OBSTRUCTIONS ON BEACHES PROHIBITED.

Section 42-415 Purpose. The purpose of this article is to ensure the Gulf of Mexico beaches on Pensacola Beach are free from any obstruction by any item of personal property in order to protect public ingress, egress, and regress to the beach, promote public safety, and to protect endangered sea turtles.

Section 42-416– Definitions

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

Beach (Gulf) - means that area of unconsolidated material that extends landward from the mean low-water line of the Gulf of Mexico, to the 1975 Coastal Construction Control Line.

Dune - means a mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation, and is subject to fluctuations in configuration and location. In the absence of a discernible dune, the seaward boundary of a dune will be deemed to be the line of native vegetation.

Personal property - means all types of personal property, also to include items available commercially, such as but not limited to: tents (including tent frames), canopies, cabanas, coolers, umbrellas and other shading devices, picnic tables, tiki huts, volleyball nets, tents, hammocks, beach chairs and other furniture, kayaks, canoes, catamarans, floats, sailboards, surfboards, kites, jet skis, sailboats, water cycles and other watercraft.

Sunrise – means the phenomenon of the sun's daily appearance on the eastern horizon as a result of the earth's rotation. The word is often used to refer to the time at which the first part of the sun becomes visible in the morning at a given location.

Sunset – means the phenomenon of the sun's daily disappearance below the western horizon as a result of the earth's rotation. The word is often used to refer to

the time at which the last part of the sun disappears below the horizon in the evening at a given location.

Toe of the dune - means that area just seaward and off the dune where there is no vegetation.

Section 42-417 Obstructions on the beach and beach access areas prohibited.

- a) It shall be unlawful for any person to leave an item of personal property unattended on any portion of the sandy gulf beach located on Pensacola Beach from sunset until sunrise daily, except as otherwise permitted in this article.
- b) Any item of personal property left on the beach unattended in violation of this article shall be deemed discarded by the owner and shall become the property of Escambia County, which may dispose of the item.
- c) Beach vendors shall either remove all equipment from the public beach each night, or stack and arrange beach furniture within twenty (20) feet from the toe of the dune so that the shortest edge faces the shoreline (minimum fifty (50) feet between stacks or storage boxes).
 - a. Equipment, such as wooden beach lounges, that may not reasonably meet this requirement, shall be phased out of operation by January 1, 2018.
- d) From sunset until sunrise daily, on private property with the upland owner's permission, items of personal property that are relocated as close as practicable to an existing permanent structure or the line of buildings, will not be considered discarded by the owner, abandoned or a violation of this article, provided:
 - (1) Such items shall not be placed on the dune or on native vegetation;
 - (2) Such items shall be stored in a neat and orderly manner;
 - (3) Such items shall not inhibit access to the beach from the nearest public access areas, nor obstruct access on the beach, nor impact native vegetation, nor significantly affect sea turtles.
 - (4) Private property owners may store items under or adjacent to their private dune walkovers or boardwalks as long as adhering to item (c) above.
 - (5) Items shall not be placed on any public beach access point or within twenty (20) feet of any public trash receptacle.
 - (6) Beach vendors shall either remove beach furniture from the beach each night or stack, as described in item (c) above.
- e) Unattended or abandoned items of personal property in violation of this article may be removed from the beach by Escambia County staff, Santa Rosa Island Authority (SRIA) staff, persons under contract with Escambia County or SRIA, designated agents of Escambia County or SRIA, any law enforcement officer, licensed beach patrol, or lifeguard.
- f) Unattended or abandoned items of personal property in violation of this article are a public nuisance.

Sec. 42-418 -Exceptions. The prohibitions contained in Section 42-417 do not apply to:

- (1) Trash containers;
- (2) Lifeguard stands and lifeguard storage containers, and safety devices;
- (3) Signs placed by a governmental agency;
- (4) Items placed by persons acting under authority of the County Administrator or the SRIA Executive Director;
- (5) Structures, including without limitation boardwalks, decks, and dune walkovers constructed and permitted by Escambia County and SRIA; and
- (6) Items placed on the beach by persons who have authorization or a permit to engage in marine turtle nesting research issued by the United States Fish and Wildlife Service;

Sec. 42-419 - Permits.

(a) Permits may be issued by the County Administrator or their designee for activities otherwise prohibited by this article for such periods of time and under such conditions as the County Administrator deems appropriate under the circumstances that are found to be necessary for:

- (1) Reasonable accommodation of persons with disabilities;
- (2) Adjunct to a lawfully existing activity;
- (3) For the conduct of a governmental, civic or educational activity;
- (4) For the conduct of scientific research;
- (5) For special events, or

(b) Such permit shall include the following:

- (1) Name and contact information of the owner or person in possession and control of the item;
- (2) Description of the item;
- (3) Location of the item;
- (4) Duration of time the item will remain in such location; and
- (5) Acknowledgement that owner or person in possession and control of the item will be liable for any impacts to federally protected species.
- (6) A copy of an approved Florida Department of Environmental Protection field permit and associated special conditions is required to be provided to the County and SRIA prior to deployment of item(s) onto the beach

(c) This article is not intended to authorize any violation of Section 379.2431 Florida Statutes or any of the provisions of the Endangered Species Act. Escambia County will not be liable for any impacts to federally protected species resulting from persons leaving items of personal property on the beach and such liability will rest with the owner of such item.

Section 42-420 Notice

SRIA shall provide notice of this ordinance by posting a permanent sign located at the entry of each beach access point.

Section 42-421 Penalty

Violations of this article are punishable as provided in Section 1-17 of the County Code of Ordinances

Section 3. Severability.

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

Section 4. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. §125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

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

DONE AND ENACTED this ____ day of _____, 2015.

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

Approved as to form and legal
sufficiency.

By/Title:

Date:

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

Delegations

Escambia County Delegation, Member
Santa Rosa County Delegation, Member



Committee Assignments

Civil Justice Subcommittee, Vice Chair
Finance & Tax Committee
Rules, Calendar & Ethics Committee
Energy & Utilities Subcommittee

Florida House of Representatives
Representative Mike Hill
District 2

July 7, 2015

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

Dear Escambia County Board of County Commissioners,

I strongly urge you to consider adding the Santa Rosa Island Authority ordinance request to collect abandoned items left on the beach after 7pm to your next meeting agenda.

After the festivities at the beach on Memorial Day weekend and at the beginning of our local tourist season, I sent a letter to President Lee expressing my displeasure with the lack of respect beach visitors have towards our precious shoreline.

Our beaches are not only a tourist attraction, for visitors from all around the world, but especially for our local community. It's one of the primary reasons the locals love to call Pensacola home. We take pride in the appearance of our community, including the beach. To allow visitors to vandalize our community with no penalty by littering the beaches with their leftovers is not taking a proactive step at deterring future harmful activities to our beaches and other local treasures.

I support any measures that can be taken to ensure the safety of our citizens, the protection of our local treasures, and equal treatment to all who visit our beaches. I believe that the SRIA ordinance to collect abandoned items left on the beach after 7pm is a first step in gaining more control over the widely celebrated activities at our beach. I respectfully request the ordinance be added to your next meeting's agenda. Should you have any questions or concerns, please contact me at Mike.Hill@myfloridahouse.gov or at 850-595-0467.

I am, respectfully,

A handwritten signature in black ink, appearing to read "Mike Hill", is written over a horizontal line.

State Representative Mike Hill
District 2

WBH/BH

District Office:
Box#2, 418 West Garden Street, Suite 403
Pensacola, Florida 32502
(850) 595-5550 (850) 595-5552 (fax)
E-mail: Mike.Hill@myfloridahouse.gov
Janice Browning, Executive District Assistant

Tallahassee Office:
1101 The Capitol
402 South Monroe Street
Tallahassee, Florida 32399
(850) 717-5002
Brittany Hamel, Legislative Assistant



SANTA ROSA
ISLAND AUTHORITY

BOARD MEMBERS

Tammy Bohannon
Chairwoman
Dave Pavlock
Vice Chair
Thomas Campanella
Secretary Treasurer
Jerry Watson
Acting Secretary Treasurer
Karen Sindel
Member
Janice Gilley
Member
W. A. "Buck" Lee
Executive Director

July 9, 2015

Mr. Jack Brown
Escambia County Administrator
221 Palafox Place Ste. 420
Pensacola, FL 32502

RE: Pensacola Beach Ordinance for items left on the Beach

Dear Jack,

At the July 8, 2015 Regular Board Meeting, our Board voted unanimously to ask the County to prepare an ordinance for Pensacola Beach.

The Board would like an ordinance stating all items left on Pensacola Beach after 7:00 pm be removed and disposed of properly. The Board voted for the effective date to be January 1, 2016, so everyone has plenty of time to be notified of the ordinance.

Please let me know what further steps the SRIA needs to take.

Sincerely,

W. A. "Buck" Lee
Executive Director
Santa Rosa Island Authority



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-8650

Clerk & Comptroller's Report 9. 1.

BCC Regular Meeting

Consent

Meeting Date: 08/06/2015

Issue: Acceptance of Documents

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Closing Documents relating to the sale of surplus property, located at 721 West Lee Street, to Robin F. Stark, as approved by the Board on February 21, 2013, and September 5, 2013, and received in the Clerk to the Board's Office on July 17, 2015;

B. The Northwest Florida Water Management District Tentative Budget for Fiscal Year 2015-2016, as provided by April Murray, Budget Analyst, NFWFMD, on July 30, 2015;

C. Copies of the certified proofs of publication of the advertisements for Unclaimed Overpayments/Refunds and Unclaimed Cash Bonds held by the Office of the Clerk of the Circuit Court and Comptroller, as published in The Escambia Sun-Press, LLC, on July 16, 2015.

Attachments

Closing Documents

NFWFMD Budget Letter

NFWFMD FY 15-16 Tentative Budget

NFWFMD Email

Certified Proofs

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning the surplus and sale of real property located at 721 West Lee Street that has escheated to the County:
 - A. Declaring surplus the Board's real property, Account Number 14-4014-000, Reference Number 00-0S-00-9050-009-033;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$43,164, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
 - C. Authorizing the Chairman to sign all documents related to the sale.
4. Taking the following action concerning the sale and the *Waiver and Release* on real property located at 5100 Commerce Park Circle, Account Number 04-0861-851, Reference Number 39-1S-30-0200-012-002:
 - A. Approving the *Waiver and Release*, which was approved by the Escambia County Legal Department, concerning the *Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park*, recorded in Official Records Book 4029, at Page 87, which expired on January 1, 2010; and
 - B. Waiving the Board's right to repurchase Lot 12, Block B, Marcus Pointe Commerce Park, and authorizing the sale from its current owner to Cumulus Broadcasting, LLC.
5. Approving to terminate the Contract, PD 11-12.064, "Jaunita Williams Park Parking Lot & Dock," between Starfish, Inc., of Alabama and Escambia County, and prohibit the participation of Starfish, Inc., of Alabama in the re-bid of the Project; the Contract was awarded on November 1, 2012, to Starfish, Inc., of Alabama, for the amount of \$136,626.25, based on the bid received on October 17, 2012 (Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301).

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

20. Taking the following action concerning insurance required for the transfer of the Jail to the Board of County Commissioners (Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501 – \$389,739; Fund 501, Internal Service, Cost Center 140835, Object Code 54501 – \$399,232):

- A. Approving the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$389,739;
- B. Approving the payment to Whitman and Whitman Insurance Company for the General Liability, Public Officials Liability, and Professional Liability Insurance, through JWF Specialty Company, for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$299,121, with a \$25,000 deductible;
- C. Approving the payment to Whitman and Whitman Insurance Company for the Catastrophic Inmate Medical Insurance, through Hunt Insurance Group, LLC/Willis, for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$41,963; and
- D. Approving the payment to Whitman and Whitman Insurance Company for the Medical Malpractice Insurance, through Bliss & Glennon – Lake Mary, for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$58,148.

21. Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 721 West Lee Street, due to the Property Appraiser's reassessed value:
- A. Authorizing the sale of real property, Account Number 14-4014-000, Reference Number 00-OS-00-9050-009-033, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$23,940, which is the land value only, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
 - B. Authorizing the Chairman to sign all documents related to the sale.



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Liz Carew, Deputy Clerk to the Board

FROM: Beth Larrieu, Administrative Assistant to
Stephen G. West, Senior Assistant County Attorney

DATE: July 17, 2015

RE: Sale of Surplus Property at 721 West Lee Street to Robin F. Stark; BCC Approved: 2/21/2013 and 9/5/2013

The real property closing for the County's sale of property at 721 West Lee Street has been completed. Attached are the below listed documents for filing with the Board records.

1. Copy of deed from the County to Robin F. Stark recorded in OR Book 7376 at page 1981.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Contract for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

/el

Attachments

cc: Tara Cannon, OMB, Property Division
Lorraine Hudson, Clerk's Finance Division

2015 JUL 17 P 4:14
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**RECORDED AS
RECEIVED**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015054364 07/17/2015 at 12:57 PM
OFF REC BK: 7376 PG: 1981 - 1981 Doc Type: D1
RECORDING: \$10.00 Deed Stamps \$135.80

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this _____ day of _____, 2015, by 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 (Grantor), and Robin F. Stark, whose mailing address is 313 E. Mallory Street, Pensacola, Florida 32503 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Nineteen Thousand Three Hundred Ninety-One Dollars (\$19,391.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

LTS 9 10 11 BLK 33 NORTH HILL HIGHLANDS PLAT DB 62 PAGE 244 OR 5671 P
920/922 CA 107
SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 000S009050009033
TAX ACCOUNT NUMBER 144014000

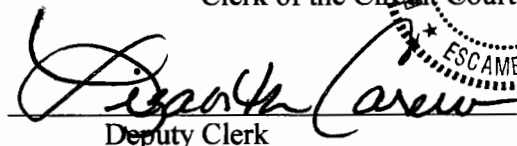
THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2015 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

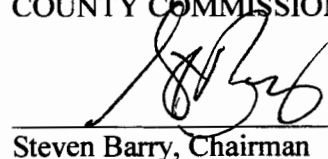
ATTEST:

Pam Childers
Clerk of the Circuit Court


Deputy Clerk



ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS


Steven Barry, Chairman

Date Executed

7/14/2015

BCC Approved: 9/5/2013 & 2/21/2013

Settlement Statement

BUYER: Robin F. Stark
SELLER: Escambia County, Florida
PROPERTY: 721 West Lee Street (Acct #14-4014-000)
DATE: July 17, 2015


CLOSING EXPENSES

	Paid from BUYER'S Funds at Settlement	Paid from SELLER'S Funds at Settlement
2015 Ad Valorem Taxes (prorated)	POC	EXEMPT
Recording Fees:		
Deed (1 page)	\$ 10.00	
Documentary Stamp Tax:		
Deed (.70 per \$100)	\$135.80	\$ -
Title Insurance	POC	
Seller's Attorney Fees	\$ 230.00	
TOTAL CLOSING EXPENSES:	\$ 375.80	\$ -
Purchase Price due from Buyer	\$ 19,391.00	
Less Bid Deposit	\$ 1,939.10	
Purchase Price due from Buyer	\$ 17,451.90	
TOTAL AMOUNT TO CLOSE	\$ 17,827.70	\$ -

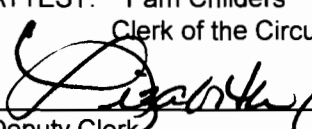
THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYER.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA, by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS



Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court


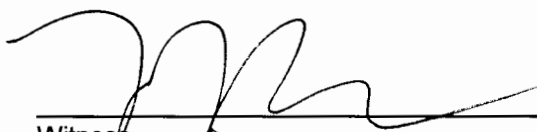
Deputy Clerk



Date Executed

7/14/2015

BCC Approved: 2/21/2013 & 9/5/2013


Witness

Michelle Lowery
Print Name


Witness

William W. Richardson II
Print Name

BUYER:


Robin F. Stark

DISBURSEMENTS

Amounts Received from:

Buyer: \$ 17,827.70

Seller: \$ -

Total Received: \$ 17,827.70

Amounts Disbursed to:

Pam Childers, Clerk of Court (Doc Stamps & Recording Fees) \$ 145.80

Escambia County, Florida (Purchase Price & Seller's Attorney Fees) \$ 17,681.90

Total Disbursed: \$ 17,827.70


Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Contract for Sale and Purchase have been satisfied or waived.

Executed by **Seller** on the 14th day of July, 2015.

SELLER:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS



Pam Childers
Clerk of the Circuit Court

[Signature]
Deputy Clerk

[Signature]
Steven Barry, Chairman

BCC Approved: 2/21/2013 & 9/5/2013

Executed by **Buyer** on the 8th day of July, 2015.

Witness

Print Name

Michelle Lowery

Witness

Print Name

Bristen Warren

BUYER:

[Signature]
Robin F. Stark

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2015, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Robin F. Stark, whose mailing address is 313 E. Mallory Street, Pensacola, Florida 32503 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

LTS 9 10 11 BLK 33 NORTH HILL HIGHLANDS PLAT DB 62 PAGE 244 OR
5671 P 920/922 CA 107
SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NO. 000S009050009033
TAX ACCOUNT NO. 144014000.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on February 21, 2013 and September 5, 2013, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Nineteen Thousand, Three Hundred Ninety-One Dollars (\$19,391.00) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represent that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and

Buyer accept the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer consider necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2015 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accept title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
--------	-------

_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
-------	---

_____	<input checked="" type="checkbox"/> Survey, if any
-------	--

_____	<input checked="" type="checkbox"/> Recording (Deed)
-------	--

_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
-------	---

_____	<input checked="" type="checkbox"/> Title Insurance, if any
-------	---

_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
-------	--

_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any
-------	--

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer have made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer are entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Robin F. Stark
313 E. Mallory Street
Pensacola, FL 32503

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY
THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC
MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ATTEST: Pam Childers
Clerk of the Circuit Court

SELLER:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS


Steven Barry, Chairman

Date Executed

7/14/2015


Deputy Clerk

BCC Approved: 2/21/2013 and 9/5/2013



BUYER:

Witness 

Print Name William W. Richardson

Witness 

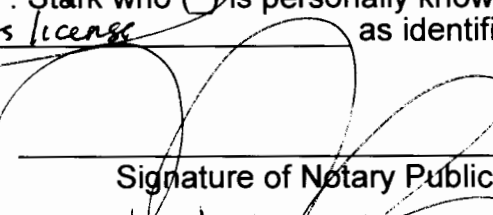
Print Name Kristen Warren


Robin F. Stark

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of July, 2015, by Robin F. Stark who () is personally known to me, or (x) has produced current current drivers license as identification.

Michelle Lowery
Notary Public State of Florida
Commission # FF 4750
Commission Expires 4/12/17
(Notary Seal)


Signature of Notary Public

Michelle Lowery
Printed Name of Notary Public



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

August 1, 2015

The Honorable Rick Scott, Governor
Plaza Level, The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

Subject: Northwest Florida Water Management District
Tentative Budget for Fiscal Year 2015-2016

Dear Governor Scott:

The Northwest Florida Water Management District respectfully submits the District's Tentative Budget for Fiscal Year (FY) 2015-2016, in accordance with section 373.536, Florida Statutes. Through the enclosed Tentative Budget of \$59.5 million, the District continues to demonstrate its focus on projects and activities that directly benefit the water resources and communities of Northwest Florida.

This budget also reflects the District's commitment to protecting the environment without adding to the financial burden of our taxpayers. The FY 2015-2016 Tentative Budget proposes levying the rolled-back millage rate of 0.0378, which is the rate that would produce the same tax revenue as in the previous year. This proposed rate is 24.4 percent below the constitutional and statutory cap of 0.0500, and less than the 0.0390 assessed in FY 2014-2015.

The Tentative Budget continues funding priority projects and activities that are vital to support the District's core mission of water supply, water quality, natural systems and flood protections, including:

- \$23.4 million for Springs Projects. This funding will enable the District to implement springs restoration projects for Wakulla Springs and Jackson Blue Spring as well as springs associated with the Holmes and Econfinia creek systems.
- \$13.9 million for Water Supply Development Assistance. This funding includes \$2.3 million for the implementation of new local grant funding for cooperative water supply development assistance.
- \$2.4 million for Watershed Restoration. This funding will facilitate continued efforts to protect and restore water quality and estuarine habitats in the Apalachicola River and Bay and St. Andrew Bay systems through the implementation of cooperative stormwater retrofit projects and other best management practices. This funding will also support focused project planning to benefit watersheds across Northwest Florida.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN W. ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

JON COSTELLO
Tallahassee

MARC DUNBAR
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

- \$1.7 million for monitoring and technical assessments to develop MFLs for the St. Marks River Rise, Wakulla Spring, Sally Ward Spring, Jackson Blue Spring and the Floridan aquifer in coastal Okaloosa, Santa Rosa and Walton counties. This also includes MFL hydrologic monitoring for water levels, discharge and rainfall at 97 sites across the Panhandle.

Thank you for your consideration of our FY 2015-2016 Tentative Budget. We look forward to continuing to work closely with your office, the Florida Legislature and the Florida Department of Environmental Protection to finalize our budget and protect and restore the water resources of our region for the benefit of its taxpayers and citizens.

Please contact me if you have any questions or if additional information is required.

Sincerely,



Brett J. Cyphers
Executive Director

Enclosures

cc:

The Honorable Andy Gardiner, President, Florida Senate
The Honorable Steve Crisafulli, Speaker, Florida House of Representatives
The Honorable Tom Lee, Chair, Senate Committee on Appropriations
The Honorable Alan Hayes, Chair, Senate Appropriations Subcommittee on General Government
The Honorable Charles Dean, Sr., Chair, Senate Committee on Environmental Preservation and Conservation
The Honorable Richard Corcoran, Chair, House Appropriations Committee
The Honorable Ben Albritton, Chair, House Agricultural and Natural Resources Appropriations Subcommittee
The Honorable Matt Caldwell, Chair House State Affairs Committee
The Honorable Tom Goodson, Chair, Agriculture and Natural Resources Subcommittee
Executive Office of the Governor
Jonathan P. Steverson, Secretary, Florida Department of Environment Protection



August 1, 2015

TENTATIVE BUDGET SUBMISSION
(Pursuant to section 373.536, Florida Statutes)

Background image: Jackson Blue Springs

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Foreword

To ensure the fiscal accountability of the water management districts, section 373.536, Florida Statutes (F.S.), authorizes the Executive Office of the Governor (EOG) to approve or disapprove water management district (WMD) budgets, in whole or in part. Section 373.536, F.S., also directs the water management districts to submit a tentative budget by August 1 in a standard format prescribed by the EOG. The content and format of this report were developed collaboratively by the staffs of the Executive Office of the Governor, Senate, House of Representatives, Department of Environmental Protection (DEP), and all five water management districts. It uses the statutory program to standardize accounting between districts. This report has been prepared to satisfy the requirements of section 373.536, F.S.

The Northwest Florida Water Management District's Executive Director presented a draft of the tentative budget to the District's Governing Board on June 11, 2015 for discussion. In compliance with statutory requirements, the Governing Board considered and approved a millage rate and tentative budget on July 9, 2015. The District now submits this August 1, 2015, tentative budget for review by the Governor, the President of the Senate, the Speaker of the House of Representatives, the Legislative Budget Commission, the Secretary of the Department of Environmental Protection, and the governing body of each county in which the District has jurisdiction or derives any funds for the operations of the District.

The Fiscal Year (FY) 2015-2016 Tentative Budget is scheduled for two public hearings before final adoption. The first hearing will take place on September 10, 2015, and the final budget adoption hearing will take place on September 24, 2015. Because this August 1 submission is a tentative budget, readers are advised to obtain a copy of the District's final budget when it becomes available after September 24, 2015, via the District's website: <http://www.nwfwater.com>.

Introduction

A. History of Water Management Districts

Due to extreme drought and shifting public focus on resource protection and conservation, legislators passed four major laws in 1972: the Environmental Land and Water Management Act, the Comprehensive Planning Act, the Land Conservation Act, and the Water Resources Act. Collectively, these policy initiatives reflect the philosophy that land use, growth management, and water management should be joined.

Florida's institutional arrangement for water management is unique in the United States. The 1972 Water Resources Act (WRA) granted Florida's five water management districts broad authority and responsibility. Two of the five districts existed prior to the passage of the WRA (South Florida and Southwest Florida), primarily as flood control agencies. Today, the responsibilities of all five districts encompass four broad categories: water supply (including water allocation and conservation), water quality, flood protection, and natural systems management.

Regional water management districts, established by the Legislature and recognized in the State Constitution, are set up largely on hydrologic boundaries. Water management districts are funded by ad valorem taxes normally reserved for local governments using taxing authority which emanates from a constitutional amendment passed by Floridians in 1976. The water management districts are governed regionally by boards appointed by the Governor and confirmed by the Senate. DEP also provides general oversight at the state level.

Florida water law, embodied largely in Chapter 373, F.S., combines aspects of Western (prior appropriation) and Eastern (riparian) water laws. In Florida, water is a resource of the state, owned by no one individual, with the use of water overseen by water management districts acting in the public interest. The original law recognized the importance of balancing human needs for water with those of Florida's natural systems.

Each of Florida's water management districts has a history that cannot be completely detailed here. Together, these unique organizations work with state and local governments to assure the availability of water supplies for all reasonable and beneficial uses; protect natural systems in Florida through land acquisition, management, and ecosystem restoration; promote flood protection; and address water quality issues. The reader should review the websites and contact officials at each district for further details.

Introduction

B. Overview of the District

The Northwest Florida Water Management District stretches from the St. Marks River watershed in Jefferson County to the Perdido River in Escambia County. The District is one of five water management districts in Florida created by the Water Resources Act of 1972. Sixteen counties lie within the Northwest Florida Water Management District, including the counties of: Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington, and the westernmost portion of Jefferson County.

Within the District's 11,305-square mile area lie several major hydrologic (or drainage) basins: Perdido River and Bay System, Pensacola Bay System (Escambia, Blackwater, and Yellow rivers), Choctawhatchee River and Bay System, St. Andrew Bay System, Apalachicola River and Bay System, Ochlockonee River and Bay System, and St. Marks River Watershed (St. Marks and Wakulla rivers and Apalachee Bay). With approximately 1.4 million residents, the northwest region represents approximately 7.2 percent of the state's population and 21 percent of its land area.

A nine-member Governing Board guides the District's budget and activities. Board members are appointed by the Governor and confirmed by the Florida Senate to serve four-year terms without compensation. Members may be re-appointed. An Executive Director oversees a staff of 101 authorized positions and 9 Other Personal Services (OPS) positions that include hydrologists, geologists, biologists, engineers, planners, foresters, land managers and various administrative personnel.

The Northwest Florida Water Management District has three public office facilities strategically located to provide convenient access to citizens within its 16-county area. The locations of these offices are:

HEADQUARTERS

81 Water Management Drive
Havana, Florida 32333-4712
(850) 539-5999

FIELD OFFICES

Carr Building
3800 Commonwealth Blvd
Tallahassee, Florida 32399
(850) 921-2928

180 E. Redstone Avenue
Crestview, FL 32539
(850) 683-5044

C. Mission and Guiding Principles of the District

The mission of the Northwest Florida Water Management District is to implement the provisions of Chapter 373, F.S., in a manner that best ensures the continued welfare of the residents and water resources of Northwest Florida.

Introduction

D. Development of the District Budget

Florida and its water management districts are faced with many long-term challenges and must work efficiently to meet the water resource protection and water supply needs. The Northwest Florida Water Management District is committed to developing budgets that offer efficient and effective levels of service to its citizens while operating within the financial means of the region's taxpayers.

The District continues to conduct a taxpayer-friendly budget process that is policy-based, priority-driven, and fully accountable to taxpayers and their elected representatives. To ensure optimal performance from all programs that receive tax dollars, the District re-examines each program's effectiveness and value to water resources and the citizens of Northwest Florida on an ongoing basis. District staff works closely with the EOG, DEP, and Legislature during each budget cycle and throughout the year to further realize this standard.

The Tentative Budget of the Northwest Florida Water Management District for FY 2015-2016 is created, presented, and adopted in compliance with the provisions of sections 200.065, 373.507, 373.535, and 373.536, F.S. The EOG, DEP, the District's Governing Board, Executive Director and key staff, and the general public all play major roles in the budget development process. As of August 1, 2015, the Tentative Budget is submitted to the Governor and Legislature for review and comment.

The approved Preliminary Budget was used as the basis for developing the Tentative Budget for submission on August 1. The Tentative Budget was presented to the Governing Board during meetings open to the public in June and July. Additionally, two public hearings on the Tentative Budget are held in September prior to budget adoption, with the final budget being enacted at the second budget hearing.

Introduction

E. Budget Guidelines

The District continues to develop its budget within the guidelines established by Governor Scott and DEP, which include:

- The ongoing review of personnel, programs, and activities to ensure that each district is meeting its core mission without raising costs for the taxpayers they serve;
- Ensuring that District employee benefits are consistent with those provided to state employees;
- Continuing District implementation plans for the beneficial use of excess fund balances; and
- Avoiding new debt.

The District-specific guidelines developed by the Governing Board and District management include:

Maintain core mission responsibilities:

- Water supply;
- Water quality;
- Natural systems; and
- Flood protection.

Maintain commitment to programmatic responsibilities:

- Springs restoration and protection;
- Surface Water Improvement and Management (SWIM) projects to benefit Apalachicola and St. Andrew bays;
- Minimum Flows and Levels;
- Environmental Resource Permitting and Water Use Permitting; and
- Land management, including long-term maintenance of mitigation lands funded through the Florida Department of Transportation (FDOT).

Maintain commitment to cooperative funding projects:

- Water resource and supply development assistance for local governments and non-profit utilities;
- Agriculturally focused Mobile Irrigation Laboratory, Sod-Based Crop Rotation, and other best management practice (BMP) cost share programs; and
- Cooperative technical and financial support for local governments seeking to join the District in improving water quality.

Maintain commitment to other District projects:

- Risk Mapping, Assessment, and Planning (Risk MAP) program funded by the Federal Emergency Management Agency (FEMA); and
- Information Technology improvements.

Introduction

F. Budget Development Calendar and Milestones

October – November 2014

- FY 2014-2015 begins. (10/1)
- Staff develops FY 2015-2016 Preliminary Budget.

December 2014

- Draft Preliminary Budget provided to DEP and Governor's Office of Policy and Budget for review.

January 2015

- Draft Preliminary Budget presented to the Governing Board for approval. (1/8)
- Preliminary Budget submitted to Legislature. (1/15)

March 2015

- Legislative Preliminary Budget comments due to the District. (3/1)
- District's response to legislative comments on Preliminary Budget due. (3/15)

May - June 2015

- Staff amends the Preliminary Budget as needed to develop the FY 2015-2016 Tentative Budget.
- Property Appraisers provide taxable value estimates. (6/1)
- Draft Tentative Budget summary presented to the Governing Board for discussion. (6/11)

July 2015

- If no action is taken by the Legislature on the Preliminary Budget, the District may proceed with development of the Tentative Budget. (7/1)
- Property appraisers provide certificates of taxable values – TRIM. (7/1)
- The Governing Board approves millage rate and Tentative Budget. (7/9)
- Budget presentation to DEP and Governor's Office of Policy and Budget.

August 2015

- Tentative Budget is submitted. (8/1)
- TRIM DR420 sent to property appraisers.
- Tentative Budget presented to legislative staff.

September 2015

- Legislative Tentative Budget comments due. (9/5)
- Public hearing on the Tentative Budget. (9/10)
- Governor and Legislative Budget Commission disapproval of Tentative Budget due. (9/17)
- Governing Board adopts FY 2015-2016 millage rate and Budget after final public hearing. (9/24)
- FY 2014-2015 ends. (9/30)

October 2015

- FY 2015-2016 begins. (10/1)

Budget Highlights

A. Current Year Accomplishments

Springs Restoration and Protection

The District is committed to protecting and restoring the quality and quantity of water that flows from springs in Northwest Florida. A number of projects have been developed to restore spring habitats; enhance compatible public access; and to assess, protect, and improve water quality within the groundwater contribution areas of major spring systems. These efforts are complemented by the District's dedicated focus to establish minimum flows and levels (MFLs) for the St. Marks River Rise, Wakulla Spring and Sally Ward system, and Jackson Blue Spring.

The District initiated several major spring restoration and protection projects during FY 2013-2014, and these continued through FY 2014-2015. Over the past year, progress continued on habitat restoration and public access enhancements at Williford Spring and Holmes Creek and water quality improvements in the Jackson Blue Spring basin. Additionally, with funding appropriated by the Legislature during the 2014 Legislative Session, cooperative efforts were initiated to better protect water quality within the Wakulla Springs contribution area and to expand efforts to work with farmers to improve water quality and water use efficiency within the Jackson Blue springs contribution area.

Williford Spring

Extensive shoreline, habitat restoration, and stormwater work, as well as enhanced public access and recreation facilities for Williford Springs, a second-magnitude spring on Econfina Creek, were initiated in April 2014. The major components of the project are expected to be completed by the end of this fiscal year. Resource protection, public safety, public access, and interpretative signage will be initiated in late summer of 2015 and completed by April 2016. The facility is scheduled to open in May or June 2016, subject to site stabilization.

Jackson Blue Spring

The District's Agricultural Best Management Practices (BMP) Cost Share Program began its second year in FY 2014-2015. The program provides grant funding to producers to improve irrigation and nutrient application efficiencies in the Jackson Blue Spring groundwater contribution area. As of June 2015, 30 contracts have been executed since the program's inception in FY 2013-2014. This cost share grant program is a cooperative effort between the District, DEP, the Florida Department of Agriculture and Consumer Services (DACS) and the Jackson Soil and Water Conservation District.

Budget Highlights

Streambank Restoration and Protection for Live Oak, Hightower Springs, and Spurling Landings

The District has entered into a cooperative agreement with Washington County to conduct streambank restoration and protection measures along the extensive Holmes Creek spring run. Along this stretch of the creek, 57 springs have been identified. The measures developed for implementation include constructing stormwater facilities at Live Oak, Hightower Springs, and Spurling Landings within the Holmes Creek Water Management Area (WMA). In addition, public access and recreation enhancements have been scheduled for each of these sites within the Holmes Creek spring run. Except for the construction of a fishing pier, streambank restoration, protection, and improvement measures at Live Oak Landing were completed in the winter of 2015. Due to unexpected high water levels, restoration, protection, and improvement measures to Hightower Springs have been initiated, but not completed. Work at Spurling Landing is still awaiting permits. All three projects are scheduled for completion by the end of FY 2015–2016.

Streambank Restoration and Protection for Devil's Hole Spring and Cotton Landing

In FY 2014-2015, the District appropriated \$300,000 in funding from DEP to conduct streambank restoration and protection measures at Devil's Hole Spring (\$125,000) on Econfinia Creek and for Cotton Landing (\$175,000) along the Holmes Creek spring run. In addition, public access enhancements and recreation facilities are planned at Devil's Hole Spring and Cotton Landing. Plans at Cotton Landing include stormwater facilities, enhanced parking, and four primitive campsites. District funds will be used for non-spring as well as spring-related restoration and protection work, including engineering designs, access boardwalks, and campsite development. Conceptual and final engineering designs are planned for completion by September 30, 2015. Regulatory permits are anticipated by January 2016. Construction is scheduled to start in March 2016 with project completion anticipated before September 30, 2016.

Mobile Irrigation Laboratory

The District continued support for the Mobile Irrigation Lab (MIL), a cooperative effort with the West Florida Resource Conservation and Development Council, DACS, and the U.S. Natural Resources Conservation Service (NRCS). The MIL provides a free service to help agricultural producers identify inefficiencies in their irrigation systems and implement appropriate agricultural BMPs to improve water use efficiency and reduce nutrient loading. In FY 2014-2015, team members completed 36 initial evaluations and 46 follow-up evaluations, covering an irrigated area of 3,645 acres. The water savings from this work in FY 2014-2015, estimated by the Lab, is approximately 640,000 gallons of water per day. These efforts protect groundwater and springs and support long-term efforts to protect and improve watershed conditions.

Budget Highlights

Sod-Based Crop Rotation Program

The District renewed a grant with the University of Florida's Institute of Food and Agricultural Sciences (IFAS) for continued research and public outreach on the Sod-Based Rotation Program. The funding supported the evaluation of alternative (non-traditional) crops for effectiveness in reducing water and nutrient use. This project complements the District's Agriculture BMP and Mobile Irrigation Laboratory programs that help protect the quality and quantity of water within the Jackson Blue Spring groundwater contribution area.

Spring Water Quality and Flow Monitoring

In FY 2014-2015, the District continued collecting quarterly water quality samples at Wakulla, Jackson Blue, Pitt, Econfin Blue, and Williford springs. The District also measures continuous spring flow at Jackson Blue, Sally Ward, and Wakulla springs. Partnering with the City of Tallahassee and DEP, the District continued funding flow monitoring at the Spring Creek Springs Group in coastal Wakulla County in FY 2014-2015. These monitoring activities support the ongoing MFL technical assessment for the St. Marks, Wakulla Spring, and Sally Ward Springs complex (including Spring Creek). The District has also worked closely with DEP to establish continuous real-time water quality monitoring at Wakulla and Jackson Blue springs.

Wakulla Springs Restoration

In FY 2014-2015, work was initiated to help Wakulla County connect 270 residences in the Magnolia Gardens and Wakulla Gardens areas of Wakulla County to the County's central sewer system. The project will fund sewer connection for the residences and construction of sewer lines to the County's planned advanced wastewater treatment plant. The expanded central sewer collection system will also provide the infrastructure to connect an additional 120 lots in the future. The District also initiated a similar project with Leon County to connect 50 septic systems from the Woodside Heights neighborhood to the City of Tallahassee wastewater treatment system. These improvements will result in a significant reduction of nutrients leaching into the Wakulla Springs contribution area.

Minimum Flows and Levels

To ensure a sustainable supply of water both for our citizens and environment, the District continues to implement an ambitious Districtwide MFL program. During FY 2014-2015, the District allocated \$2.5 million and significant staff resources toward establishing MFLs for Northwest Florida's water resources.

The District is working on MFL development for five waterbodies: St. Marks River Rise, Wakulla Spring, Sally Ward Spring, Jackson Blue Spring, and the Floridan aquifer in coastal Planning Region II (Okaloosa, Santa Rosa, and Walton counties). The technical assessment of the first MFL, St. Marks River Rise, will be completed in 2018.

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During FY 2014-2015, the District completed the construction of 14 monitor wells to provide geologic data and aquifer water levels to develop MFLs for St. Marks River Rise and the Wakulla Spring and Sally Ward Spring system. Surface water discharge and stage monitoring was initiated at nine new sites.

Detailed work plans that describe the process, technical assessments, and schedule for establishing MFLs were developed for Jackson Blue Spring and the coastal Floridan aquifer in Planning Region II during FY 2014-2015. Sites for new monitor wells in both of these MFL areas were identified and bid specifications were developed. To support MFL development in Planning Region II, work was initiated on the refinement of a regional groundwater flow model. The current MFL priority list and schedule for Northwest Florida can be found at <http://www.nwfwater.com/water-resources/minimum-flows-levels/>.

Water Supply

Funding Assistance to Local Governments

In FY 2013-2014 and FY 2014-2015, the Governing Board awarded over \$18.2 million in new grant funding for 49 water supply development projects that address important local and regional needs throughout the District. Funded projects help communities replace aging water distribution systems, increase both potable and reclaimed water storage, develop system interconnections, and extend and improve potable and reclaimed water systems. Thirty-two of the projects funded serve financially disadvantaged communities. The District grant funding will leverage more than \$7 million in additional funding from both local and federal sources. These funds also complement state legislative appropriations in making significant new investments in public water supply infrastructure in Northwest Florida.

The Bay County Alternative Water Supply project is progressing toward completion in August 2015. For this project, the District awarded \$5.47 million from the Water Protection and Sustainability Program Trust Fund to Bay County to supplement nearly \$18 million in local funding for construction of a surface water intake near the mouth of Econfinia Creek and raw water transmission pipeline. This facility will protect critical public water supply infrastructure from coastal storm surge events and ensure long-term water supply system reliability. The project is a priority of the Region III Regional Water Supply Plan (RWSP).

Regional Water Supply Plan Implementation

Regional Water Supply Plan implementation continued for water supply planning regions II and III. In Region II (Santa Rosa, Okaloosa, and Walton counties), previously completed projects have fulfilled a major plan objective by increasing the capacity of utilities to deliver inland groundwater to meet coastal water use demands. New water transmission pipelines have particularly expanded capacities to deliver water from inland wellfields in Walton County to meet the needs of populations served by Regional Utilities, South Walton Utility Company, and Destin Water Users. Over the past several

Budget Highlights

years, the District contributed more than \$11 million for construction of these facilities, matched by more than \$33 million in local funding. Additionally, of the \$18.2 million in grant funding described above, more than \$1.43 million is assisting in the development of new reclaimed water projects sponsored by Fort Walton Beach, Gulf Breeze, Niceville, Holley Navarre Water System, and Pace Water System.

In Region III (Bay County), the \$5.47 million grant to Bay County noted above helps to fulfill a major objective of the Region III Regional Water Supply Plan by helping the county establish an alternative raw water pumping station that is well protected from potential direct coastal storm surge impacts.

Also during FY 2014-2015, District staff continued reuse planning efforts, focused on identifying opportunities to expand the reuse of reclaimed water throughout the District. Staff also completed an analysis of potential savings from water conservation in Regions II and III.

Apalachicola-Chattahoochee-Flint River Basin

Management of water resources in the Apalachicola-Chattahoochee-Flint (ACF) basin continues to be a challenge for the State and the District, particularly given that nearly 90 percent of the watershed lies outside the State of Florida. Extreme low-flow conditions in the Apalachicola River, created in large part by upstream consumptive use and reservoir operations, have caused significant impacts to fisheries in Apalachicola Bay, creating economic and ecological harm. The District continues its efforts to protect and restore these valuable water resources and efforts to sustain the local economy through the activities described below.

Technical Assistance

The District has continued to provide technical assistance to the Governor's Office and DEP on a variety of issues related to freshwater allocation. These include development of a three-dimensional hydrodynamic model of Apalachicola Bay; evaluation of alternative operating procedures for the U.S. Army Corps of Engineers' reservoir system through revisions to the Water Control Manual; exploration of options for dealing with the upstream states on water management activities; and participation in interstate stakeholder coordination efforts. The new hydrodynamic model will be used to simulate circulation and salinity within Apalachicola Bay, facilitating evaluation of freshwater inflow data and interface with various water quality and ecological models. The model will also help to answer management-related questions concerning the distribution of fresh water in the bay and its effects on salinity and circulation.

Intergovernmental Cooperation

Staff continued to work with the Governor's Office, state agencies, including DACS, DEP, the Florida Fish and Wildlife Conservation Commission (FWC), and local governments to understand and counter the effects of the 2012 commercial oyster fishery failure of the bay. These efforts include planning for construction of a series of

Budget Highlights

local water quality improvement projects, development of a bay management plan, and additional studies targeting freshwater needs of the system.

Hydrodynamic Modeling

The District developed a new three-dimensional hydrodynamic model to simulate circulation and salinity within Apalachicola Bay. The model will be used to evaluate freshwater inflow data and can interface with various water quality and ecological models. The model will help support technical assistance and intergovernmental coordination efforts. It will also help to answer management-related questions concerning the distribution of fresh water in the bay and its effects on salinity and circulation.

Funding Assistance to Local Governments

The District continued to work with local governments to retrofit existing stormwater management systems to improve water quality in the bay by reducing nonpoint source pollution (activities described further below).

Watershed Resource Protection and Restoration

The District continues to focus on efforts to protect and restore water quality and estuarine habitats within both Apalachicola and St. Andrew bays under the auspices of the Surface Water Improvement and Management (SWIM) program.

Apalachicola Bay SWIM

Following earlier basin screening and project planning efforts, the District entered into agreements with the cities of Apalachicola and Carrabelle to fund engineering and construction for five stormwater retrofit projects to improve water quality in the bay while also providing flood relief for the communities. These agreements were funded by previously appropriated funds from the Ecosystem Management and Restoration Trust Fund and legislative funding appropriated in 2013.

Construction of Apalachicola's Battery Park stormwater retrofit project was completed during FY 2014-2015. The constructed facility provides treatment from stormwater runoff from 54 acres of downtown Apalachicola and includes conveyance improvements with enhanced infiltration and a nutrient removing pollutant separator. Engineering is ongoing for three additional stormwater facilities within the City of Apalachicola, with construction planned during FY 2015-2016. These projects will provide stormwater treatment for approximately 200 acres of the City. Additionally, engineering is ongoing for the Marine Street stormwater retrofit project in cooperation with the City of Carrabelle. This project will provide treatment for approximately 10 acres of the City's waterfront area. Construction is expected to be completed during FY 2015-2016. Together, these projects protect and improve watershed conditions and public benefits by reducing nonpoint source pollutant loading and enhancing water use efficiency.

Budget Highlights

St. Andrew Bay SWIM

Within the St. Andrew Bay watershed, priority projects have been identified in cooperation with several local governments. One urban stormwater retrofit project and one sediment abatement project were completed during FY 2014-2015. Three additional stormwater retrofit projects are well underway and will be completed during FY 2015-2016. These projects will reduce nonpoint source pollution and sedimentation within the watershed, improving water and aquatic habitat quality within St. Andrew Bay and its tributary waterbodies.

RESTORE Act

Throughout FY 2014-2015, District staff continued to provide technical assistance to support Florida's efforts to identify opportunities to restore and protect coastal waterbodies pursuant to the federal Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economies (RESTORE) Act. In addition, late in FY 2014-2015 the District was awarded funds from the National Fish and Wildlife Foundation for updating watershed management plans for the entirety of northwest Florida. Completion of these plans in FY 2016-2017 and continued project development, all accomplished in cooperation with a broad base of public and private stakeholders, will enhance regional watershed management.

MOEX

Pursuant to the Deepwater Horizon oil spill settlement with MOEX Offshore, LLC, DEP identified several stormwater quality projects for implementation. These projects are intended to improve surface water quality in coastal Gulf of Mexico waters. DEP retained the District to provide engineering design, permit preparation, and construction administration services for: the Lisenby Avenue stormwater management facility (St. Andrew Bay) and the Overbrook and Tanglewood stormwater facilities (Choctawhatchee Bay).

Design of the Lisenby stormwater facility began in 2013, with permits being issued in July 2014. Construction was completed in May 2015. Construction plans and permits were completed for the Overbrook and Tanglewood projects in May 2014. Construction was completed in July 2015.

Tate's Hell State Forest Restoration

The District has continued to spearhead hydrologic restoration efforts within Tate's Hell State Forest. Since the State's purchase of the forest in 1994, the District has worked closely with the Florida Forest Service (FFS) to develop and implement a plan to restore many of the historical wetlands and flow pathways severely altered by past forestry practices (i.e., construction of a network of roads and ditches for access and drainage). The goal of these efforts is to restore the hydrologic connectivity of tributaries draining to the bay and improve water quality and habitat. From 1988 through 2014, hydrologic

Budget Highlights

restoration projects have been completed, encompassing drainage from approximately 55,000 acres. The District also continues to collaborate with the FFS on hydrologic restoration by participating as a member of the Tate's Hell State Forest Liaison Advisory Committee, a public forum for stakeholder input to the FFS on planned activities in the forest.

To build upon completed restoration projects, the District developed a proposal for completion of priority hydrologic restoration within Tate's Hell Swamp. This was submitted to the Gulf Coast Ecosystem Restoration Council in November 2014 as part of Florida's initial proposal for RESTORE Act funding. A final decision by the Council on project funding is expected by December 2015.

Monitoring and Data Collection

During FY 2014-2015, a major priority for both water resource development and water supply planning was to expand and enhance the District's water resource monitoring network. Enhancements initiated include installation of water level, water quality, and rainfall stations; and increased monitoring frequency. These improved capabilities are vital to supporting resource evaluations and cumulative impact assessments that allow the District to protect water resources, further define alternative water supply potential, and support the establishment of MFLs.

Staff coordinated with other governmental agencies on water resource monitoring and related issues through participation on several working groups and committees including: DEP's Florida Water Resources Monitoring Council and its subgroups; the Florida Geological Survey (FGS) STATEMAP advisory committee; and the Inter-district Potentiometric Mapping working group.

In FY 2014-2015, the District began working with the FGS on producing statewide Floridan aquifer potentiometric maps. The maps, which show regional scale features such as depression cones that are the result of cumulative groundwater withdrawals and areas of groundwater discharge, were interpreted using water level data collected from September 2012 through May 2014. The District's contribution to the mapping efforts included the quarterly collection and review of 238 water level measurements and the review of the contour lines using ArcGIS, a geographic information system (GIS) for working with maps and geographic information.

Floodplain Management

Digital Flood Insurance Rate Maps

During FY 2014-2015, the District continued to develop and update modern digital flood insurance rate maps (DFIRMs) for counties across Northwest Florida. Updated DFIRMs went into effect in September 2014 for Wakulla County. Detailed coastal remapping studies are in progress for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties. Preliminary DFIRMs for these areas are projected to be issued in series beginning in April 2016.

Budget Highlights

Flood Information Portal

The Flood Information Portal is available online for all of Northwest Florida at www.portal.nwfwmdfloodmaps.com. The portal makes extensive data sources available to the public through an intuitive online interface and makes detailed flood information available down to the individual parcel level. A public website providing detailed LiDAR-based (Light Detection and Ranging) elevation and surface feature data for properties across Northwest Florida is also available. The data provided is 10 times more detailed than most previous topographic maps. This provides an important tool for many water resource management and flood protection functions. Residents and technical experts can also access the data to plan for activities including landscaping, resource protection, flood risk evaluation, and construction. The website is available at www.nwfwmdlidar.com.

Risk Mapping, Assessment, and Planning Program

The District continues to address flood hazard mapping, assessment and planning evaluations at the watershed level as part of FEMA's Risk MAP program. This effort includes collaboration with state and local agencies to deliver quality data to increase public awareness of and support for actions that reduce flood-related risks. Risk MAP projects for the lower Ochlockonee River, Apalachicola River, New River, Chipola River, Pensacola Bay, Perdido Bay, Perdido River, and Apalachee Bay-St. Marks River watersheds are underway.

FDOT Mitigation

Since 1997, under section 373.4137, F.S., the District has developed 27 mitigation sites on approximately 11,800 acres and enabled the Florida Department of Transportation (FDOT) to move forward with nearly 60 transportation improvement projects across Northwest Florida. The associated projects included approximately 3,900 acres of wetland restoration and enhancement, 3,000 acres of wetland preservation, and 4,900 acres of upland buffer enhancements.

The District does not compete with private mitigation banks. When the District's mitigation program was first initiated, there were no private mitigation banks in Northwest Florida, and until 2009 there was only one private bank that made credits available for purchase for FDOT projects. As of FY 2014-2015, approximately 68 percent of the District's jurisdiction is still outside of any permitted private mitigation bank service area. FDOT purchases credits from private banks when appropriate.

Highlights for FY 2014-2015 include prescribed burning on 550 acres, invasive and exotic plant control on 164 acres, hardwood forest reestablishment through planting on 30 acres, and beaver and feral hog control activities at four mitigation sites. Additionally, mitigation was completed for two FDOT projects that were outside of any private mitigation bank service area and remote from existing District mitigation sites. Monitoring in accordance with state and federal regulations was conducted on all sites with ongoing restoration and long-term maintenance.

Budget Highlights

Land Management

A number of restoration and maintenance activities have been undertaken to protect and enhance natural areas. As the District makes all of its lands available to the public, staff also works to provide for resource-based recreational activities that are still protective of the natural and water resources.

Restoration

The District is managing the following projects to restore and protect natural systems, water quality, and habitat:

- Spring restoration and protection construction efforts at Williford Spring are scheduled for completion in late August of 2015. Resource protection, public safety, public access, and interpretative signage are scheduled for completion in April 2016. Restoration and protection efforts include: spring sediment removal, springbank restoration and protection, stormwater facilities, public access boardwalks and sidewalks, a canoe dock and mono-pile boardwalk, two small and one large picnic pavilion, composting toilet unit, parking lot, and connector and interpretative trails. The facility is scheduled to open May or June 2016, subject to site stabilization.
- The District is continuing to work with Washington County to complete streambank restoration and protection activities at Live Oak, Hightower Springs, and Spurling Landings along the Holmes Creek WMA. The project is underway and completion is scheduled on or before September 30, 2016, subject to water levels and receipt of regulatory permits for Spurling Landing.
- The District is continuing to complete bank restoration and protection (stabilization) measures for Devil's Hole Swallet in the Econfina Creek WMA utilizing a public works inmate crew and in-house District staff. Approximately 85 percent of the project is complete. Outstanding work includes the installation of additional landscape plants, rail fence installation, and picnic facilities. The project is scheduled for completion on or before September 30, 2015.

Maintenance

District land managers also worked to protect and enhance District-owned natural resources through a variety of maintenance activities, including:

- Evaluated 2.6 acres of District-owned land for surplus and made preparations for a surplus land sale;
- Performed compliance monitoring activities for 25 less-than-fee conservation easements;
- Completed three timber sales that resulted in FY 2014-2015 revenue of more than \$1.5 million, and commenced four timber sales with an estimated total revenue of \$1.8 million; of which \$1.2 million in revenue has been received as of June 30, 2015.

Budget Highlights

- Burned 3,463 acres in Quarters 1 and 2 using cooperative prescribed burn partners and in-house crews;
- Contracted for chemical site preparation services on 969 acres of clearcut timberland to prepare for longleaf pine planting in FY 2015-2016;
- Completed nuisance sand pine and hardwood tree eradication on 1,192 acres;
- Planted 995,800 longleaf pine tree seedlings on 1,696 acres;
- Planted 12,000 hardwood tree seedling plugs on 27 acres for wetland mitigation purposes; and
- Completed a sale of 546.4 pounds of bulk wiregrass seed at \$6.12/lb. for \$3,344 in revenue.

Public Access and Recreation

As part of its statutory responsibility to provide access to public lands, the District provides the opportunity for a range of recreational activities, such as boating, hiking, camping, hunting, and fishing, while also striving to protect the resource. The District has worked to encourage recreation on District-managed lands by having:

- Hosted a special hunt for wounded veterans at Econfina Creek WMA with support from DACS' Operation Outdoor Freedom program.
- Issued more than 200 permits for reservation-only campsites and six special resource area permits for events on District lands.
- Continued to manage more than 80 public recreation sites and more than 75 miles of public access roads.
- Refined website pages that show all District-owned public recreation sites.
- Managed and continued to refine a new online system for reserving campsites at 16 District recreation sites and added 63 additional campsites at 12 recreation areas to the reservation system.
- Ordered 10,754 signs to identify recreation sites and the campsites that were placed into the reservation system, and for boundary delineation and public access wayfinding.
- Maintained (painted and posted) approximately 80 miles of boundary line.
- Signed a lease agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be the lead manager for the 348.31-acre Brunson Landing in Washington County, Florida as part of the Holmes Creek WMA.
- Managed leases for 22 apiary sites on District Lands, generating \$1,125 in revenue.
- Started evaluating the potential for cattle grazing leases on District lands.

Budget Highlights

Land Acquisition

Land Surplus, Exchange, or Donation

During FY 2014-2015, the District's Division of Land Management and Acquisition:

- Surplused 2.6 acres in the Econfinia Creek WMA; and
- Surplused 18,282 square feet to FDOT for a bridge replacement on Bluff Springs Road in the Escambia River WMA.

Regulatory Services

The Division of Regulatory Services continues to improve customer service, permit evaluation, and processing times, inspection frequency, and compliance and enforcement of applicable state laws and District rules. The division's performance metrics continue to trend in positive directions across all bureaus, showing increased productivity and efficiency at a lower cost per activity.

Rule Revisions and Process Improvements

The District has largely completed its work with St. Johns River Water Management District (SJRWMD) IT staff to modify and implement a database solution developed and in use by SJRWMD and Suwannee River Water Management District (SRWMD). This system includes external e-Permitting functionality for customer use and e-Regulatory module for staff analysis of applications and permit development.

The system was developed by the SJRWMD and it automates the permit process for Environmental Resource Permitting (ERP), groundwater, and well construction, allowing customers to access the system online. Customers can create a unique account, apply for a permit, check on the status of an application, search for existing permits, or submit required compliance data online. The e-permitting system integrates existing District database and GIS systems and allows both customers and Regulatory Services staff to share information by email, reducing the need for time-consuming travel. This streamlines the permit application and evaluation process for customers and staff.

Information Technology Improvements

The Information Technology Bureau has implemented several new technologies including the District's new external website, www.nwfwater.com, an online reservation system for district lands, an asset tracking system, Aquarius Hydrologic Software, and Fleet Management Software. Several inefficient and outdated applications have been retired and replaced with industry standard applications. Other legacy applications were modified to support rule changes for ERP. In addition, upgrades have been made to the District's financial application, Geographic Information Systems, physical hardware, server operating systems, and a rewiring of the network to provide faster connectivity.

Budget Highlights

B. Major Budget Objectives and Priorities

Springs Restoration and Protection

During FY 2015-2016, the District will continue to implement projects with funding appropriated by the Legislature since FY 2013-2014. These projects will improve conditions in Wakulla Spring, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfina Creek systems. Additionally, the District will initiate major projects planned for implementation with funding appropriated by the Legislature for FY 2015-2016.

Williford Spring

Phase II of the Econfina Springs Complex includes the restoration, protection, and recreational enhancement of Williford Spring in Washington County. The construction bid was approved by the Governing Board in April 2014 and work began later that month.

Construction is slated for completion in late August of 2015 with \$30,000 being spent in the last quarter of the fiscal year for resource protection, public safety, public access, and interpretative sign designs. The FY 2015-2016 Tentative Budget includes \$5,000 to replace plants that may die during the site's 12-month stabilization and \$65,000 to complete sign construction and installation services.

Jackson Blue Spring

Implementation of the Agricultural BMP Cost Share Program will continue through FY 2015-2016. The program provides grant funding to producers to retrofit existing irrigation systems and purchase equipment that will conserve water and reduce the amount of fertilizer applied on crops. This cost share grant program provides 75 percent of the equipment costs with producers providing the remaining 25 percent. The FY 2015-2016 Tentative Budget includes new grant funding of \$1,000,000 plus \$121,875 carried forward to make payment on prior year cost share grants. Since FY 2013-2014, the District has set aside \$2,168,375 in grant funding for this program, leveraging \$722,792 in producer contributions.

Participation in the BMP equipment cost share program requires producers with pivot irrigation systems to have MIL evaluations to estimate water use and provide recommended irrigation retrofits that conserve water. Producers are also required to enroll in the DACS BMP program and implement agricultural BMPs. This initiative will reduce agricultural water use and improve water quality by reducing the amount of nitrogen leaching into the Floridan aquifer in the Jackson Blue Spring groundwater contribution area.

Budget Highlights

Claiborne Aquifer Evaluation

The District will begin an investigation into the Claiborne aquifer within the Jackson Blue Spring contribution area in FY 2015-2016. The project involves constructing test and monitor wells; completing aquifer performance testing; and analyses and modeling to determine the aquifer's viability as a potential water source to offset demand on the Floridan aquifer, making additional water available to springs. Funding for this project is \$440,000 for FY 2015-2016.

Streambank Restoration and Protection

The District has entered into a \$200,000 cooperative agreement with Washington County to conduct streambank restoration and protection measures, including constructing stormwater facilities at Live Oak, Hightower Springs, and Spurling Landings along the Holmes Creek Water Management Area. In addition, public access and recreation enhancements will take place at each site. The District will purchase and provide geotechnical materials and recreational amenities to Washington County for an additional \$55,000.

Streambank restoration and protection and stormwater activities were completed at Live Oak Landing in FY 2014-2015, but construction of the fishing pier is subject to bid by Washington County. Streambank restoration and protection and stormwater activities are scheduled to be completed by the end of FY 2015-2016 for Hightower Springs Landing, subject to Holmes Creek water levels. While work at Spurling Landing is also scheduled to begin in FY 2015-2016, subject to receipt of necessary permits, the FY 2015-2016 Tentative Budget includes \$107,500, \$95,000, and \$32,500, respectively, to complete construction activities at Live Oak, Hightower Springs, and Spurling landings.

Mobile Irrigation Laboratory

The District will continue to renew an agreement with the West Florida Resource Conservation and Development Council to continue to provide funding support for the MIL. This is a cooperative effort that started in FY 2003-2004 with DACS and the U.S. Department of Agriculture's NRCS to provide this service to producers in the panhandle.

In FY 2013-2014, the District increased funding for the MIL from \$60,563 to \$71,125 to augment the MIL staffing level by one person to enable additional evaluations to be completed and to enhance public education. The District funding is matched by a similar amount from DACS and in-kind match from the NRCS. This level of funding will continue through FY 2015-2016. As of July 2015, water savings of approximately 8.6 million gallons per day (MGD) have been attributed to this program in Northwest Florida since it was initiated in 2004.

Budget Highlights

Sod-Based Crop Rotation Program

In FY 2015-2016, the District will renew a \$40,000 grant with IFAS for continued research and public outreach on the Sod-Based Rotation Program. This will be the eleventh year the District has provided grant support for this research. IFAS will expand the sod-based research to include alternative crop evaluation to assess the effectiveness and productivity of non-traditional crops. The goal of this grant is to encourage adoption of these practices by farmers and further demonstrate the economic and environmental benefits of integrating beef cattle/perennial grass into a multi-crop production system using conservation technology and other BMPs. These practices have been shown to reduce water irrigation demands and reduce nutrient and pesticide application rates while increasing crop yields.

Spring Water Quality and Flow Monitoring

In FY 2015-2016, the District will continue collecting quarterly water quality samples at Wakulla, Jackson Blue, Pitt, Econfinia Blue, and Williford springs. The District measures spring flow at Jackson Blue, Sally Ward, and Wakulla Spring and will extend this monitoring in FY 2015-2016. The District will continue its partnership with the City of Tallahassee and DEP to fund U.S. Geological Survey flow monitoring at the Spring Creek Springs Group in coastal Wakulla County in FY 2015-2016.

Other Ongoing Restoration Projects

Spring restoration and protection activities have begun at Devil's Hole Spring along Econfinia Creek and along Holmes Creek at Cotton Landing within the Econfinia Creek and Holmes Creek WMAs, subject to engineering design and receipt of necessary permits. In FY 2014-2015, DEP provided the District with \$125,000 in funding for the Devil's Hole Spring project and \$175,000 for the Cotton Landing project. In June 2015, additional funding of \$54,000 was allocated for engineering design services, which are scheduled for completion by September 30, 2015. In the FY 2015-2016 Tentative Budget, the Cotton Landing project is budgeted with \$125,000 for construction, \$6,000 for bidding and construction oversight, and \$6,000 for recreation amenities. The Devil's Hole project is budgeted with \$175,000 for construction, \$9,000 for bidding and construction oversight, and \$9,000 for recreation amenities.

FY 2015-2016 Springs State Appropriation

In the 2015 Special Session, the Legislature appropriated \$44,928,523 for statewide spring restoration and protection activities. Of this amount, \$21,550,568 is budgeted for priority projects in Northwest Florida. In cooperation with DEP, DACS, and local governments, the District has identified the following priorities for funding:

- Jackson Blue Spring Agricultural BMP Producer Cost Share Program – expansion of current program to improve water use efficiency and reduce nutrient pollutant loading within the Jackson Blue Spring contribution area;

Budget Highlights

- Magnolia Gardens Sewer System Expansion, Phase II – grant to Wakulla County to implement the second phase of this project, eliminating septic systems within the contribution areas of Wakulla Springs and the greater interconnected spring complex;
- Wakulla Gardens Sewer System Expansion, Phase II – grant to Wakulla County to implement the second phase of this project, eliminating septic systems within the contribution areas of Wakulla Springs and the greater interconnected spring complex;
- Woodside Heights Wakulla Springshed Restoration, Phase II – grant to Leon County to implement the second phase of this project, eliminating septic systems within the Wakulla Springs groundwater contribution area;
- Indian Springs Sewer Extension Phase I – grant to Jackson County to implement the first phase of this project, eliminating septic systems within the Jackson Blue Springs groundwater contribution area;
- Bay County Land Acquisition and Restoration – acquisition of approximately three acres on Econfina Creek with restoration of riparian and floodplain habitat;
- Wakulla County Land Acquisition – acquisition of approximately 1,077 acres adjacent to Wakulla Springs state park, with access improvements; and
- Jackson County Land Acquisition – acquisition of approximately 1,743 acres within the Jackson Blue Spring groundwater contribution area.

Apalachicola-Chattahoochee-Flint River (ACF) Basin

Management of water resources in the ACF basin continues to be a major emphasis of the District, in partnership with other state agencies and regional stakeholders. The District completed development of a three-dimensional hydrodynamic model of Apalachicola Bay in FY 2014-2015. The District's three-dimensional hydrodynamic model of Apalachicola Bay will support resource assessments and evaluations of potential actions to improve and maintain a healthy bay environment. Examples of such applications include management of freshwater inflows in the bay and implementation of cooperative water quality improvement projects in coastal Franklin County. In October 2013, the State of Florida initiated a legal action against the State of Georgia in the U.S. Supreme Court concerning over-consumption of water in the ACF basin. During FY 2015-2016, the District will continue to provide technical assistance to the State of Florida on an array of issues related to interstate freshwater allocation.

Minimum Flows and Levels and Water Resource Monitoring

Implementation of an effective Minimum Flows and Levels (MFL) program is a major component of the District's overall effort to ensure the long-term protection and sustainability of regionally significant water resources. The program complements other efforts, including water use permitting, regional water supply planning, and watershed restoration.

Budget Highlights

The FY 2015-2016 Tentative Budget of \$1.67 million for MFL development will allow the District to accomplish the ambitious schedule set in its current priority list, which includes MFLs for five waterbodies under simultaneous development. Work planned for FY 2015-2016 includes: continued data collection, ecological assessments, and the development of surface and groundwater flow models for the St. Marks River Rise, Wakulla Spring and Sally Ward Spring system; monitor well construction and the collection of hydrologic and ecologic data for Jackson Blue Spring; and monitor well construction, water quality sampling, and refinement of regional groundwater flow and transport models to support MFL development for the coastal Floridan aquifer in Planning Region II.

Monitoring Network and Data Collection

Hydrologic monitoring activities are essential functions of water management districts. The District uses information and data collected through its monitoring programs to assess the status of Districtwide water resources and identify threats or vulnerabilities related to the resource. Monitoring programs are implemented in an integrated manner so that one monitoring activity may serve multiple programs and areas of responsibility.

The major objectives and priorities for FY 2015-2016 include expansion of the hydrologic monitoring network in support of the MFL program and continued network improvements to improve efficiency and expand real time access to hydrologic data on the District's website. Enhancement of the District's groundwater, surface water, and rainfall monitoring network is a priority in MFL development and resource evaluation.

The District will renew agreements with DEP to monitor water quality in District aquifers, streams, and lakes and renew revenue agreements with Bay County, Leon County, and the City of Tallahassee to monitor surface water discharge and rainfall for stormwater management and flood warning. The District will also continue its joint funding agreement with the U.S. Geological Survey to collect hydrologic data on the Apalachicola River, Yellow River, Telogia Creek, and the Spring Creek Springs Group.

Water Supply

Water Supply Planning

This activity supports planning to ensure water supply sources are sufficient to meet current and long-term water supply needs while also sustaining natural systems. Included are Water Supply Assessments (WSAs) developed pursuant to section 373.036, F.S., and Regional Water Supply Plans (RWSPs) developed pursuant to section 373.709, F.S. Districtwide water supply planning expenditures are expected to be \$103,255 during FY 2015-2016. Areas of focus will include updating the Region II RWSP, developing an annual water use report, and continued coordination with DACS on statewide agricultural water use projections. The District will continue water use data collection and analysis to support reporting on statewide water use metrics and identifying emerging challenges and opportunities.

Budget Highlights

Water Resource Development

Water resource development includes regional projects designed to identify quantifiable supplies of water from traditional or alternative sources. Water resource development projects are identified in RWSPs and the water resource development work program. Districtwide water resource development is budgeted at \$638,340 for FY 2015-2016.

Priorities include continuing efforts to implement water resource development projects in Santa Rosa, Okaloosa, Walton, and Bay counties, pursuant to approved RWSPs and as outlined in the Water Resource Development Work Program. Consulting services will be engaged to support the development and refinement of groundwater flow models, which support the RWSP and Resource Regulation programs. Supporting tasks include data collection, modeling, monitoring, and water resource assessments; engineering and geographic analysis of water supply alternatives; and water conservation and reuse.

Water resource development activities will also include planning for expanded reuse of reclaimed water in Northwest Florida. These efforts will complement an ongoing statewide initiative to further develop reclaimed water as an alternative water supply source.

Water Supply Development Assistance

The District provides financial assistance for water supply development projects that meet local needs and support regional water resource priorities. During FY 2015-2016, the District will continue support for cooperative grant projects across Northwest Florida funded through the FY 2013-2014 and FY 2014-2015 water supply development grant cycles. It is expected that the majority of the projects funded thus far will be complete by the end of FY 2015-2016. Overall expenditures for Water Supply Development Assistance during FY 2015-2016 are budgeted to be \$13,931,760. Of this amount, \$13,877,793 is for grants funded from General Fund reserves.

Watershed Resource Protection and Restoration

Watershed protection and restoration priorities in FY 2015-2016 will include an array of activities planned and implemented under the framework for the District's SWIM program. These include projects described above to benefit important spring systems, projects designed to protect and restore the Apalachicola River and Bay and St. Andrew Bay watersheds, and efforts to assist the state and regional stakeholders in Gulf of Mexico restoration, benefitting all of Northwest Florida's coastal and estuarine watersheds.

Apalachicola River and Bay

Activities noted earlier include ACF basin management (technical assistance to DEP and the Governor's Office and application of a new three-dimensional hydrodynamic model of Apalachicola Bay) and spring protection and restoration. In addition, the District is providing grant funding for local stormwater retrofit projects to improve water

Budget Highlights

and aquatic habitat quality in Apalachicola Bay and to provide flood relief for area residents. Expenditures to help the City of Apalachicola complete three stormwater retrofit projects are expected to be complete during FY 2014-2015. Additional efforts in cooperation with the City of Carrabelle are expected to continue through FY 2015-2016. A total of \$1,646,901 is planned for expenditures on projects for the Apalachicola River and Bay watershed during FY 2015-2016.

St. Andrew Bay Watershed

During FY 2014-2015, two cooperative stormwater retrofit projects were completed by Panama City and Bay County, and one unpaved road sedimentation reduction project is expected to be completed by Bay County. Additionally, priority stormwater retrofit projects are ongoing in cooperation with Callaway, Parker, and Mexico Beach. These projects will treat runoff generated from more than 300 acres of drainage area and are expected to be completed in FY 2015-2016.

Direct expenditures for the St. Andrew Bay watershed are expected to be \$1,107,187 in FY 2015-2016 to complete the Callaway, Mexico Beach, and Parker stormwater retrofit projects.

RESTORE Act

Throughout FY 2015-2016 the District will continue to work in cooperation with DEP, FWC, local governments, and other public and private stakeholders to achieve restoration and protection of coastal waters pursuant to the federal RESTORE Act and associated initiatives. Activities will include prioritization and planning of projects, as well as technical assistance for project development and implementation. Additionally, \$333,698 has been budgeted to support the first year of a two-year process to complete updates to all of the District's SWIM plans. This funding is provided through a grant from the National Fish and Wildlife Foundation's Gulf Environmental Benefit Fund.

Floodplain Management

The District continues to work in cooperation with FEMA on flood map modernization and the Risk MAP program. Final effective digital flood insurance rate maps (DFIRMs) were issued for Franklin and Jefferson counties in February 2014 and for Wakulla County in September 2014. Detailed coastal remapping studies continue for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties. Preliminary DFIRMs for these counties are projected to be released in series beginning in April 2016.

In addition, the Risk MAP evaluations are underway for the lower Ochlockonee River, Apalachicola River, New River, Chipola River, Pensacola Bay, and Perdido River and Bay watersheds. These studies will provide additional information to communities to mitigate and reduce flood risk. The Flood Information Portal, which provides internet access to digital flood maps for the panhandle, and the public light detection and ranging (LiDAR) website, which provides high resolution elevation data, will be

Budget Highlights

continued in FY 2015-2016. Expenditures for the District's floodplain management programs are budgeted to be \$2,536,415 during FY 2015-2016. More information about the District's flood map modernization and Risk MAP programs may be found at <http://www.nwfwmdfloodmaps.com/index.htm>.

FDOT Mitigation

There are five projects on the Florida Department of Transportation's (FDOT) environmental impact inventory that may require compensatory mitigation during FY 2015-2016 per section 373.4137, F.S. None of these project impacts occur in the service area of any private mitigation bank. In the absence of a mitigation bank option for FDOT permitting requirements, the District's mitigation sites that could potentially provide compensatory mitigation for the listed projects include Dutex, Yellow River Ranch, and Shuler.

In addition to developing mitigation projects for new FDOT impacts, activities ongoing on District mitigation sites include wetland restoration and enhancement for development and release of mitigation credits as required by permits associated with the federal In Lieu Fee Instrument and Sand Hill Lakes Mitigation Bank. The FY 2015-2016 Tentative Budget for these activities, as well as for long-term maintenance and monitoring of all mitigation sites, is \$1,391,956. A detailed description of the District's wetland programs and mitigation projects, as well as information on private mitigation bank options, may be found at <http://www.nwfwmdwetlands.com/>.

Information Technology (IT) Initiatives

The District is proposing expenditures of \$1,904,641 for IT in FY 2015-2016, which is \$733,788 less than budgeted in FY 2014-2015. Over the past two fiscal years the District has made significant investment in technology improvements. New systems have been implemented in asset, fleet, contract, project, and document management. A new external website, Intranet site, online reservation system, social media sites, and hydrologic software updates have been implemented. Significant investments and upgrades in server, network, database, and desktop technologies have also been completed.

Going forward, the District will use and maintain this technology to provide solutions that meet the business needs of the organization. Hardware and software will be maintained or replaced on a five year or longer rotation to ensure capacity, performance, and adherences to support requirements are met. In addition, the District will continue to maximize and leverage existing technology to provide better service at a reduced cost to the organization.

Budget Highlights

Cost Savings Efficiencies and Initiatives

The District continually reviews operations and practices to provide improved service delivery methods and outcomes, while being fiscal stewards of local, state, and federal funds. The following efforts have been made by the District in FY 2014-2015 and/or will be addressed in FY 2015-2016:

FY 2014-2015

- Completed prescribed burns on 3,068 acres of District-owned lands during the first and second quarter of FY 2014-2015, using District staff and cooperating partners, for \$15.97 per acre as compared to hiring a private contractor with rates of \$25.70 (FY 2013-2014) for a comparative cost savings of \$29,852.
- Reduced the number of eligible Senior Management Service Class positions from 11 to 6, saving \$52,300.
- Eliminated license costs for help desk tracking software by leveraging existing functionality in Microsoft SharePoint, saving \$2,500 annually.
- Participated in the Florida Municipal Insurance Trust's Matching Safety Grant Fund Reimbursement Program which provides a 50% match to help fund safety equipment purchases up to \$6,000 for FY 2014-2015.
- Moved to cost-free online job announcements in lieu of paying for newspaper ads, reducing costs by \$2,000.
- Obtained a \$30,000 grant from the Arbor Day Foundation and a \$15,000 grant from The Nature Conservancy to purchase longleaf tubelings for habitat restoration efforts in 2015 for a total cost savings of \$45,000.
- Negotiated lower management fees assessed by the employee deferred compensation program provider to be comparable to those assessed by the State of Florida deferred compensation providers. Fees associated with the investments available in the retirement plan reduced by 0.55 percent.
- Reduced usage plans for mobile internet connection devices (jet packs), avoiding future annual costs of \$1,800.
- Began use of GPS vehicle tracking to monitor mileage for improved scheduled maintenance and safety inspections as well as mitigating risk and improving fuel efficiency.
- Changed the Disaster Recovery methodology from tape backups to disc backup therefore significantly reducing the risk associated with, and time required to create and manage network backups, as well as significantly decreasing the time required for the District to recover critical business applications in the event of a disaster.
- Negotiated a higher calendar year maximum benefit for the Preferred Provider Organization (PPO) employee dental insurance plan from \$1,000 to \$1,200.
- Reduced number of cell phones from 35 to 32 and one usage plan saving \$200.

Budget Highlights

- Acquired and modified the SJRWMD online e-Permitting database, which allows customers to apply for permits, respond to requests for additional information, and submit compliance reports online.
- 25 project managers received Florida Certified Contract Management training to improve on District procurement and contract monitoring, and reduce the risk for bid protests.
- Eliminated two maintenance heavy septic tanks at headquarter facilities and connected to a sewer line.
- Reorganized existing staff in the Regulatory Services division to centralize performance and compliance improvement, which allowed permit review staff to focus on permit applications, improve customer service, and achieve a higher rate of compliance improvement in the regulated community.
- Created online web-based GIS solutions so the public, in addition to District staff, is empowered to obtain Geospatial information themselves that normally would require staff time to provide.
- 27 supervisors were trained on the topic of Workers Compensation and related reporting to improve on employee productivity and claims processing.
- Cross-trained Bureau of Compliance and Improvement field inspectors in both dam safety inspections and environmental resource permit compliance inspections streamlining the inspections process.
- Created industry standard help desk metrics to measure performance identify trends in support requests so we may solve problems before the customer has to call.

FY 2015-2016

- Reduction in District operating expenses by \$387,852 or 11.7 percent in FY 2015-2016.
- Closure of the Marianna field office and a transfer of Lands staff to the renovated Econfina field office will save at least \$11,000 annually beginning in FY 2015-2016. This cost savings combined with other field office consolidation efficiencies will result in long-term cost savings for the District, while still maintaining an office in the Marianna facility donated to Jackson County at no cost to the District.
- Transfer of the Grassy Point tract (1,176.60 acres) to the Board of Trustees of the Internal Improvement Trust Fund will result in a District cost savings of \$3,000 annually for recreation site cleanup and eliminate land management and maintenance costs in the land management fund.
- Conducting an evaluation of suitable lands for future cattle lease consideration.
- Anticipated grant funding of \$12,750 from The Nature Conservancy and the National Fish and Wildlife Foundation in FY 2015-2016 for the purchase of 85,000 Longleaf tubelings for habitat restoration efforts.

Budget Highlights

- Transition of hydrologic data management to the Aquarius software tool in FY 2015-2016 will make it possible to access District data through the web, providing a higher level of service to all data consumers.
- Update District website to enable recreational users to donate funds for the continued management, maintenance, and improvement of recreation sites.
- Cost benefit analysis planned to utilize Voice over IP technology already owned by the District to reduce long distance call charges and increase telephone functionality to employees.

Ongoing Efforts

- Continued implementation of contract concessions with all contractors and consultants at three percent or greater per contract task.
- Pre-project approval received for grant funding from the National Fish and Wildlife Foundation for \$695,000 to complete assessments and project plans for the District's seven SWIM watersheds saving the District and/or State the cost to implement.
- Continue multi-year strategy to reduce license fee costs by replacing numerous legacy applications with more modern technologies currently owned by the District.
- Agreement with Florida Department of Corrections (Washington County Reception Center) for Public Works Inmate Crew to assist with repairs and improvements on District lands.
- Cooperative agreement with U.S. Forest Service for a Prescribed Fire Training Team to assist with prescribed burns on District lands.
- Cooperative agreement with Apalachicola Regional Stewardship Alliance (ARSA) for a burn team to assist with prescribed burns on District lands.
- Cooperative agreement with Gulf Coastal Plain Ecosystem Partnership (GCPEP) for a burn team to assist with prescribed burns on District lands.
- Implementing a replacement plan for the 24 central and window air conditioning units at headquarters to mitigate utility bill, service call, and emergency replacement costs.

Budget Highlights

C. Adequacy of Fiscal Resources

Since FY 2007-2008, the District has assessed a millage rate less than the 0.0500 set by Florida Statute and the State Constitution. The rate assessed in FY 2014-2015 was 0.0390. The rate for the FY 2015-2016 Tentative Budget is 0.0378, or 24.4 percent below the maximum authorized. The millage rate of 0.0378 reflects the current year (2015) rolled-back rate, which is the millage rate that would produce the same tax revenue as the previous year (2014). Based on taxable values provided by the 16 counties in the District, tax collections using the rolled-back rate are estimated to be \$3.4 million for FY 2015-2016. With a recurring budget of \$17.5 million, the Northwest Florida Water Management District must rely on state and other revenue sources to conduct many of its programs.

To supplement ad valorem revenue, the District has historically received state appropriations for activities including the management of District-owned lands; the Environmental Resource Permitting (ERP) program; regional water supply planning and development; Surface Water Improvement and Management (SWIM); research and data collection; MFLs; the Apalachicola River and Bay system; and programmatic operations. In FY 2015-2016, the state has also provided new funds for the District from the Land Acquisition Trust Fund. Similarly, separate funding for specific purposes such as land acquisition (Preservation 2000 and Florida Forever programs); SWIM projects; the Water Protection and Sustainability program; and other direct appropriations are typical, but have not been consistent.

The District has a number of reserve accounts that are available for necessary and unanticipated expenditures. These include reserves for water supply development; land management and acquisition; General Fund deficiency for immediate needs not budgeted; and an economic budget stabilization reserve to be used in the event revenues become insufficient to fund District obligations or to mitigate emergency situations. For FY 2015-2016, the District will budget a portion of these reserves to fund mostly nonrecurring, one-time expenditures such as water supply development assistance grants. Due to legislative appropriations approved by the Governor for FY 2015-2016, the use of reserves for recurring expenses will decrease from just over \$3 million to less than \$200,000. The District will continue to pursue cost saving measures as well as recurring fund sources to eliminate dependency on reserves for recurring purposes.

Budget Highlights

D. Budget Summary

1. Overview

The FY 2015-2016 Tentative Budget is \$59,533,660, an increase of \$5,924,340 or 11.1 percent above the FY 2014-2015 Current-Amended Budget. Operating expenditures, which include categories of Salaries and Benefits; Other Personal Services; Contracted Services; Operating Expenses; and Operating Capital Outlay (OCO) total \$20,240,552, a decrease of \$2,394,660 or 10.6 percent. Of the operating budget request, \$17,276,601 is recurring and \$2,963,951 is nonrecurring.

Fixed Capital Outlay (FCO) and Interagency Expenditures (e.g., grants to public entities) total \$39,293,108, an increase of \$8,319,000 or 26.9 percent. This amount reflects a net change with an increase in FCO of \$10,189,281 and a decrease in Interagency Expenditures of \$1,870,281.

The proposed ad valorem tax millage rate is 0.0378, which is less than the 0.390 rate assessed in FY 2014-2015, but is equivalent to the 2015 rollback rate. The 2015 rollback rate, which is calculated using the calendar year, is the rate that would generate the same tax revenue as in 2014. Based on estimated property values provided by the 16 counties in the District, tax revenue is estimated to be \$3,433,785, which accounts for 7.8 percent of total projected revenues.

The total projected revenue of \$44,054,788 is comprised of \$38,211,564 (86.7 percent) in new revenue and \$5,843,224 (13.3 percent) of state funds appropriated to the District in prior years. In addition, \$15,478,872 of fund balances will be used to support the Tentative Budget. New revenue mainly includes \$23,875,568 from the Land Acquisition Trust Fund, \$5,211,231 from the General Revenue Fund, \$3,433,785 in ad valorem, \$2,798,038 in Federal funds, and \$1,500,000 in timber sales. Prior appropriations carried forward consists of mostly state funds of \$1,969,575 for springs restoration and protection, \$1,859,213 for St. Andrew Bay and Apalachicola River and Bay watersheds, and \$1,391,956 for mitigation efforts.

Pursuant to s. 373.536(5)(c)4 and 5, F.S., if the Tentative Budget for outreach, district management, and administration increases more than 15 percent of the District's total annual budget, or if the Tentative Budget increases more than 25 percent in any program from the Preliminary Budget, the Legislative Budget Commission has authority to reject the portion(s) that exceed these thresholds.

The District is below the 15 percent threshold, whereby the sum of Program 5 "Outreach" and Program 6 "District Management and Administration" is at 3.7 percent of the total annual budget.

Budget Highlights

The District is below the 25 percent threshold for each program having either increased or decreased from the Preliminary Budget by less than 4 percent, except for Program 2, “Acquisition, Restoration, and Public Works.” Program 2’s Tentative Budget is higher than the Preliminary Budget by \$26.6 million or 167.8 percent.

The variance from the Preliminary Budget is mainly due to the following budget changes:

- \$21.5 million increase in new funds for springs restoration and protection;
- \$5.8 million increase in reappropriated water supply development assistance grants carried forward from the previous year;
- \$2.3 million increase in funds planned for new water supply development assistance grants;
- \$1.1 million increase in reappropriated Apalachicola River and Bay and St. Andrew Bay funds carried forward from the previous year;
- \$333,698 in new Deepwater Horizon oil spill funding provided from the National Fish and Wildlife Foundation’s Gulf Environmental Benefit Fund for updating watershed management plans for the entirety of northwest Florida; and
- \$4.5 million decrease by moving funds to FY 2016-2017 reflecting updates to planned construction schedules for wastewater projects benefitting Wakulla Springs.

Budget Highlights

Table 1. Source and Use of Funds, Funds Balance and Workforce

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SOURCE AND USE OF FUNDS, FUND BALANCE AND WORKFORCE

Fiscal Years 2014-15 and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

	Fiscal Year 2014-15 (Current-Amended)	New Issues (Increases)	Reductions	Fiscal Year 2015-16 (Tentative Budget)
SOURCE OF FUNDS				
Beginning Fund Balance	39,817,516			35,736,267
District Revenues	5,800,615	263,843	-	6,064,458
Local Revenues	162,159		12,890	149,269
Debt	-	-	-	-
Unearned Revenue	21,226,449	-	4,692,004	16,534,445
State Revenues	23,325,347	29,086,799	17,369,123	35,043,023
Federal Revenues	4,080,773		1,282,735	2,798,038
SOURCE OF FUND TOTAL	\$94,412,859	\$29,350,642	\$23,356,752	\$96,325,500
USE OF FUNDS				
Salaries and Benefits	8,123,975	760,914	515,301	8,369,588
Other Personal Services	365,324	21,046	25,873	360,497
Contracted Services	9,710,742	1,811,000	3,668,200	7,853,542
Operating Expenses	3,324,801	366,602	754,454	2,936,949
Operating Capital Outlay	1,110,370	203,316	593,710	719,976
Fixed Capital Outlay	2,056,287	11,432,568	1,243,287	12,245,568
Interagency Expenditures (Cooperative Funding)	28,917,821	12,542,163	14,412,444	27,047,540
Debt	-	-	-	-
Reserves - Emergency Response	-	-	-	-
USE OF FUNDS TOTAL	53,609,320	\$27,137,609	\$21,213,269	59,533,660
Unearned Revenue (ESTIMATED)				
DOT Mitigation Funds	15,328,558		764,250	14,564,308
Springs Initiatives Ch. 2013-40, S.A. 1638A, General Fund	499,852		499,852	-
State Ecosystems Trust Fund	4,958,370		3,099,157	1,859,213
Phipps Park Endowment & Advanced Timber Sales	439,669		328,745	110,924
TOTAL UNEARNED REVENUE	21,226,449	-	4,692,004	16,534,445
FUND BALANCE (ESTIMATED)				
Nonspendable	-	-	-	-
Restricted	2,598,016	-	-	2,598,016
Committed	25,510,003	-	14,902,069	10,607,934
Assigned	7,628,248	-	576,803	7,051,445
Unassigned	-	-	-	-
TOTAL FUND BALANCE	35,736,267	-	15,478,872	20,257,395
WORKFORCE				
Authorized Position (Full-Time Equivalents/FTE)	101.00	-	-	101.00
Contingent Worker (Independent Contractors)	-	-	-	-
Other Personal Services (OPS)	9.00	-	-	9.00
Intern	-	-	-	-
Volunteer	-	-	-	-
TOTAL WORKFORCE	110.00	-	-	110.00

Reserves:

Nonspendable - amounts required to be maintained intact as principal or an endowment

Restricted - amounts that can be spent only for specific purposes like grants or through enabling legislation

Committed - amounts that can be used only for specific purposes determined and set by the District Governing Board

Assigned - amounts intended to be used for specific contracts or purchase orders

Unassigned - available balances that may be used for a yet to be determined purpose in the general fund only

Budget Highlights

Table 2. Projected Utilization of Fund Balance

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROJECTED UTILIZATION OF FUND BALANCE TENTATIVE BUDGET - Fiscal Year 2015-2016

			Five Year Utilization Schedule					
Core Mission	Designations (Description of Restrictions)	Total Projected Designated Amounts at September 30, 2015						Remaining Balance
			FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
NONSPENDABLE								
		0	0	0	0	0	0	0
NONSPENDABLE SUBTOTAL		0	0	0	0	0	0	0
RESTRICTED								
WS/WQ/FP/NS	Mitigation - Interest and Other Misc Revenue	1,437,555	0	0	0	0	0	1,437,555
WS/WQ/FP/NS	Regulation - ERP	1,160,461	0	0	0	0	0	1,160,461
RESTRICTED SUBTOTAL		2,598,016	0	0	0	0	0	2,598,016
COMMITTED								
WS/WQ/FP/NS	Water Supply Development Assistance Grants (General Fund)	15,564,765	13,877,793	1,686,972	0	0	0	0
WS/WQ/FP/NS	Operation & Maintenance of Lands & Works	6,088,814	794,276	1,300,000	1,300,000	1,300,000	1,300,000	94,538
WS/WQ/FP/NS	Capital Improvement Projects (Cap Improv & Land Acq TF)	476,252	230,000	70,000	70,000	70,000	36,252	0
WS/WQ/FP/NS	Economic Stabilization Fund (General Fund)	3,380,172	0	0	0	0	0	3,380,172
COMMITTED SUBTOTAL		25,510,003	14,902,069	3,056,972	1,370,000	1,370,000	1,336,252	3,474,710
ASSIGNED								
WS/WQ/FP/NS	Water Resources Planning & Monitoring (operational support)	4,658,248	106,803	1,740,808	1,740,808	1,069,829	0	0
WS/WQ/FP/NS	Acquisition, Restoration, & Public Works	250,000	250,000	0	0	0	0	0
WS/WQ/FP/NS	General Fund Deficiencies	2,500,000	0	0	0	0	0	2,500,000
WS/WQ/FP/NS	Building Renovation & Repairs	220,000	220,000	0	0	0	0	0
ASSIGNED SUBTOTAL		7,628,248	576,803	1,740,808	1,740,808	1,069,829	0	2,500,000
UNASSIGNED								
		0	0	0	0	0	0	0
UNASSIGNED SUBTOTAL		0	0	0	0	0	0	0
Total		35,736,267	15,478,872	4,797,780	3,110,808	2,439,829	1,336,252	8,572,726
Remaining Fund Balance at Fiscal Year End			20,257,395	15,459,615	12,348,807	9,908,978	8,572,726	8,572,726

WS = Water Supply: WQ = Water Quality: FP = Flood Protection: NS = Natural Systems

Budget Highlights

Table 3. Use of Fund Balance

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
USE OF FUND BALANCE
 Fiscal Year 2015-16
TENTATIVE BUDGET - Fiscal Year 2015-2016

	Fiscal Year 2015-16 (Tentative Budget)	SOURCES OF FUND						
		District Revenues	Fund Balance	Debt	Local	State	Federal	TOTAL
1.0 Water Resources Planning and Monitoring	7,087,834	-	106,803	-	-	-	-	106,803
2.0 Acquisition, Restoration and Public Works	42,445,795	-	14,773,735	-	-	-	-	14,773,735
3.0 Operation and Maintenance of Lands and Works	3,920,442	-	598,334	-	-	-	-	598,334
4.0 Regulation	3,864,872	-	-	-	-	-	-	-
5.0 Outreach	180,324	-	-	-	-	-	-	-
6.0 District Management and Administration	2,034,393	-	-	-	-	-	-	-
TOTAL	59,533,660	-	15,478,872	-	-	-	-	15,478,872

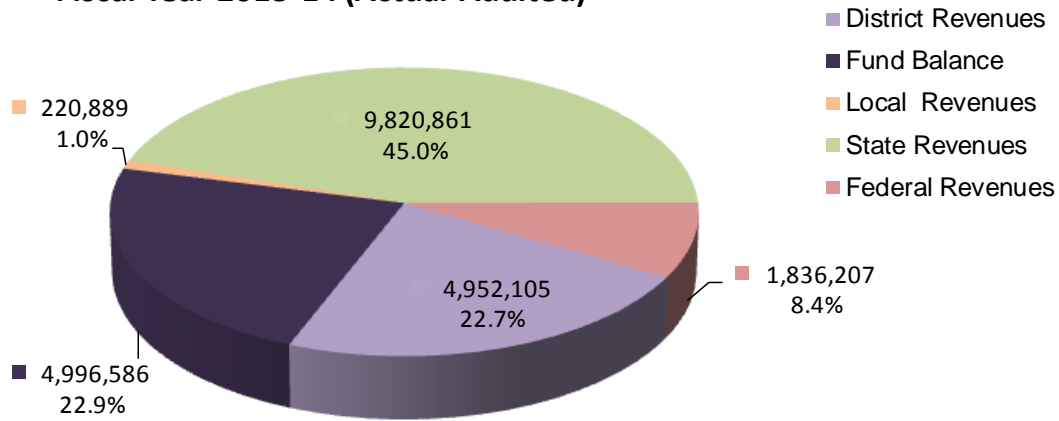
	USES OF FUND									
	Salaries and Benefits	Other Personal Services	Contracted Services	Operating Expenses	Operating Capital Outlay	Fixed Capital Outlay	Interagency Expenditures (Cooperative Funding)	Administrative Overhead Transfer	Reserves	TOTAL
1.0 Water Resources Planning and Monitoring	35,261	-	-	-	62,500	-	-	9,042	-	106,803
2.0 Acquisition, Restoration and Public Works	25,945	-	299,750	113,600	10,000	440,000	13,877,793	6,647	-	14,773,735
3.0 Operation and Maintenance of Lands and Works	15,795	-	128,377	190,552	141,230	80,000	-	42,380	-	598,334
4.0 Regulation	-	-	-	-	-	-	-	-	-	-
5.0 Outreach	-	-	-	-	-	-	-	-	-	-
6.0 District Management and Administration	-	-	-	-	-	-	-	-	-	-
TOTAL	77,001	-	428,127	304,152	213,730	520,000	13,877,793	58,069	-	15,478,872

Budget Highlights

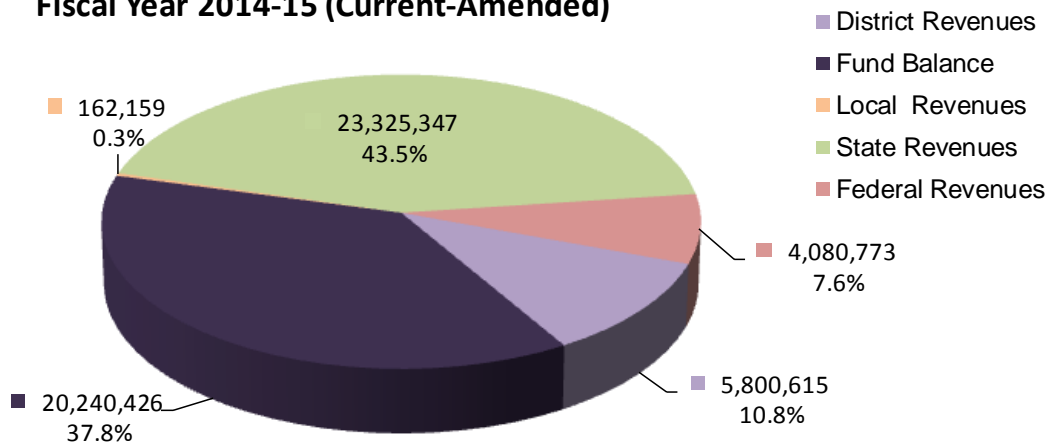
2. Source of Funds Three-Year Comparison

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT TENTATIVE BUDGET - Fiscal Year 2015-2016 REVENUES BY SOURCE

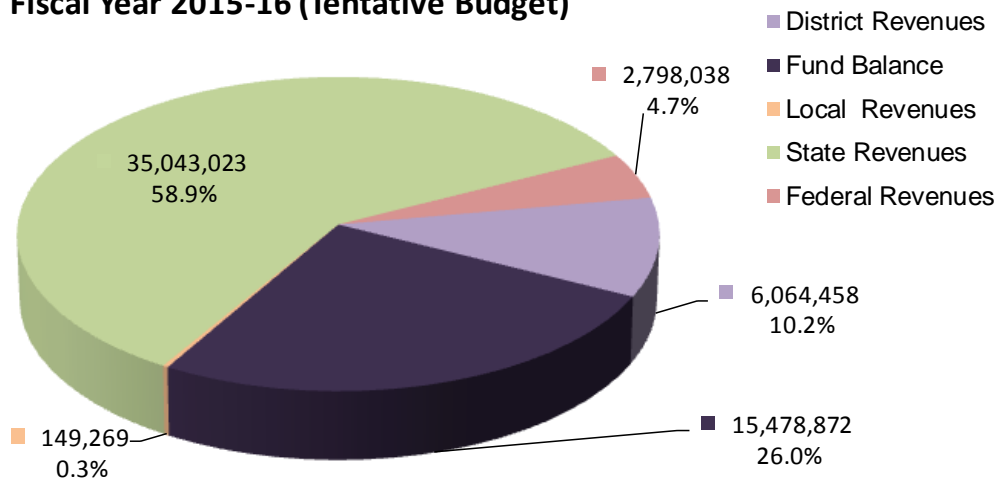
Fiscal Year 2013-14 (Actual-Audited)



Fiscal Year 2014-15 (Current-Amended)



Fiscal Year 2015-16 (Tentative Budget)



Budget Highlights

Table 4. Sources of Funds Comparison for Three FYs

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SOURCE OF FUNDS COMPARISON FOR THREE FISCAL YEARS
 Fiscal Years 2013-14 (Actual-Audited) 2014-15 (Current-Amended) 2015-16 (Tentative)
 TENTATIVE BUDGET - Fiscal Year 2015-2016

SOURCE OF FUNDS	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative Budget)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
District Revenues	4,952,105	5,800,615	6,064,458	263,843	4.5%
Fund Balance	4,996,586	20,240,426	15,478,872	(4,761,554)	-23.5%
Debt - Certificate of Participation (COPS)	-	-	-	-	
Local Revenues	220,889	162,159	149,269	(12,890)	-7.9%
State General Revenues	103,306	8,292,355	7,293,806	(998,549)	-12.0%
Ecosystem Management Trust Fund	633,892	4,443,313	1,859,213	(2,584,100)	-58.2%
FDEP/EPC Gardinier Trust Fund	-	-	-	-	
P2000 Revenue	-	-	-	-	
FDOT/Mitigation	584,820	2,190,872	1,391,956	(798,916)	-36.5%
Water Management Lands Trust Fund	2,617,207	7,764,677	250,000	(7,514,677)	-96.8%
Land Acquisition Trust Fund	-	-	23,875,568	23,875,568	
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	
Florida Forever	290,896	624,200	372,480	(251,720)	-40.3%
Save Our Everglades Trust Fund	-	-	-	-	
Alligator Alley Tolls	-	-	-	-	
Other State Revenue	5,590,740	9,930	-	(9,930)	-100.0%
Federal Revenues	1,572,849	3,855,708	2,572,859	(1,282,849)	-33.3%
Federal through State (FDEP)	263,358	225,065	225,179	114	0.1%
SOURCE OF FUND TOTAL	21,826,648	53,609,320	59,533,660	5,924,340	11.1%

District Revenues include:

Ad Valorem	3,245,091	3,381,733	3,433,785	52,052	2%
Timber Sales	1,339,142	1,500,000	1,500,000	-	0%
Permit & License Fees	323,815	360,250	332,500	(27,750)	-8%
Miscellaneous Revenues	44,057	573,632	798,173	224,541	39%

Budget Highlights

3. Major Sources of Funds Variances

The District's annual budget is funded by District, local, state, federal, and miscellaneous revenue sources. District sources include estimates for ad valorem revenues (\$3,433,785), timber sales (\$1,500,000), permit fees and fines (\$332,500), and miscellaneous revenues (\$798,173), such as grants from non-profit groups, interest earnings, the sale of surplus property, and apiary leases. The table on the previous page compares FY 2013-2014 Actual-Audited, FY 2014-2015 Current-Amended, and FY 2015-2016 Tentative Budget revenue by source. The following is a summary of major revenue source variances.

Ecosystem Management Trust Fund (58.2 percent decrease)

The District's budget includes the remaining Ecosystem Management Trust Fund revenue of \$1,859,213, which represents a decrease of \$2,584,100 from FY 2014-2015. The decrease is due to work being completed for the St. Andrew Bay and Apalachicola River and Bay watersheds during FY 2014-2015. The District is using carryover funds from prior years for these activities. No new legislative funds have been appropriated since 2008.

Water Management Land Trust Fund (WMLTF) (96.8 percent decrease)

The WMLTF reduction of \$7,514,677 is due to: (1) spending down a FY 2013-2014 nonrecurring state appropriation of \$3,000,000 for Apalachicola Bay water quality improvement projects; and (2) the termination of the trust fund. The remaining balance of \$250,000 from the FY 2013-2014 WMLTF appropriation is budgeted to complete water quality improvement projects in Apalachicola Bay. And, even though the WMLTF was terminated, the FY 2015-2016 General Appropriations Act (GAA) replaced the District's FY 2014-2015 GAA WMLTF appropriations dollar-for-dollar from the General Fund. This includes \$1,851,231 for environmental resource permitting and \$3,360,000 for general operations to include funds for wetlands protection programs and potable well groundwater contamination activities.

State General Revenue (12.0 percent decrease)

The State General Revenue reduction of \$998,549 is mainly due to spending down nonrecurring funds in FY 2014-2015, thereby carrying forward fewer funds into FY 2015-2016. The FY 2014-2015 GAA provided nonrecurring funds of \$8,292,355 for the District to fund projects that will help nine springs-related projects, such as Wakulla Springs, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfinia Creek systems. From this amount, \$1,969,575 was carried forward into FY 2015-2016 to continue progress on or complete these projects. DEP provided an additional \$113,000 for springs monitoring activities. As mentioned in the WMLTF variance described above, due to the termination of the WMLTF, FY 2015-2016 state legislative appropriations provided equivalent funding of \$5,211,231 from the General Fund, which mitigates the overall reduction in the District's General Fund appropriations.

Florida Forever (40.3 percent decrease)

Florida Forever funding has been used to acquire land and to protect environmentally significant lands for conservation, recreation, water resource protection, wildlife habitat protection, and for capital land improvement and public access to those lands. The

Budget Highlights

remaining balance of \$372,480 in Florida Forever funding will be directed to water quality improvement and/or habitat restoration consistent with the District's SWIM program in FY 2015-2016.

Land Acquisition Trust Fund (LATF)

The FY 2015-2016 GAA provided the District with new funding of \$1,500,000 for MFLs and \$825,000 for lands management operations. Prior to receiving this funding, fund balance reserves were used as the revenue source for these activities. The additional funds significantly reduced the District's dependency on using nonrecurring reserves for recurring purposes in the FY 2015-2016 Tentative Budget. The FY 2015-2016 GAA also provided DEP with LATF funding for springs-related projects from which the District has budgeted \$21,550,568. This new funding from DEP is tentatively approved for implementation of priority spring protection and restoration projects in Northwest Florida.

Federal Revenue (33.3 percent decrease)

Federal funding continues to support consultant services for flood studies for the FEMA Risk MAP initiative as well as project reviews and screening conducted for the Efficient Transportation Decision Making (ETDM) program for the Florida Department of Transportation. The District's budget includes \$2,536,415 from FEMA, which represents a decrease of \$1,266,448, primarily due to the completion of coastal flood analysis for six coastal counties. A small reduction of \$1,401 in revenues for the ETDM program is projected, given uncertainty of the need for new transportation project reviews.

Fund Balance

The District has a number of reserve accounts that are available for necessary and unanticipated large expenditures. For FY 2015-2016, the District will use \$140,362 to fund necessary recurring expenditures and \$15,338,510 for nonrecurring expenditures that are mostly for grants to help local governments and non-profit utilities achieve water supply development priorities. The total use of reserves for FY 2015-2016 is estimated to be \$15,478,872.

Budget Highlights

4. Source of Funds by Program

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2014-15 (Current-Amended)

TENTATIVE BUDGET - Fiscal Year 2015-2016

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2014-15 (Current-Amended)
District Revenues	221,162	324,010	1,865,555	2,495,609	10,750	883,529	5,800,615
Fund Balance	1,374,673	16,848,090	1,920,761	96,902	-	-	20,240,426
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	162,159	-	-	-	-	-	162,159
State General Revenues	510,000	7,782,355	-	-	-	-	8,292,355
Ecosystem Management Trust Fund	-	4,443,313	-	-	-	-	4,443,313
FDEP/EPC Gardiner Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	2,190,872	-	-	-	-	2,190,872
Water Management Lands Trust Fund	2,982,837	2,570,609	-	2,211,231	-	-	7,764,677
Land Acquisition Trust Fund	-	-	-	-	-	-	-
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	624,200	-	-	-	-	624,200
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	-	9,930	-	-	-	-	9,930
Federal Revenues	3,802,863	-	15,000	37,845	-	-	3,855,708
Federal through State (FDEP)	225,065	-	-	-	-	-	225,065
SOURCE OF FUND TOTAL	9,278,759	34,793,379	3,801,316	4,841,587	10,750	883,529	53,609,320

District Revenues include

Ad Valorem	3,381,733
Timber Sales	1,500,000
Permit & License Fees	360,250
Miscellaneous Revenues	573,632

Budget Highlights

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2015-16 (Tentative Budget)

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2015-16 (Tentative Budget)
District Revenues	-	501,383	2,395,529	2,314,457	10,275	842,814	6,064,458
Fund Balance	106,803	14,773,735	598,334	-	-	-	15,478,872
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	149,269	-	-	-	-	-	149,269
State General Revenues	3,098,372	1,931,974	-	2,263,460	-	-	7,293,806
Ecosystem Management Trust Fund	-	1,859,213	-	-	-	-	1,859,213
FDEP/EPC Gardiner Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	1,391,956	-	-	-	-	1,391,956
Water Management Lands Trust Fund	-	250,000	-	-	-	-	250,000
Land Acquisition Trust Fund	1,500,000	21,550,568	825,000	-	-	-	23,875,568
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	372,480	-	-	-	-	372,480
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	-	-	-	-	-	-	-
Federal Revenues	2,536,415	-	-	36,444	-	-	2,572,859
Federal through State (FDEP)	225,179	-	-	-	-	-	225,179
SOURCE OF FUND TOTAL	7,616,038	42,631,309	3,818,863	4,614,361	10,275	842,814	59,533,660

District Revenues include

Ad Valorem	3,433,785
Timber Sales	1,500,000
Permit & License Fees	332,500
Miscellaneous Revenues	798,173

Budget Highlights

5. Proposed Millage Rate

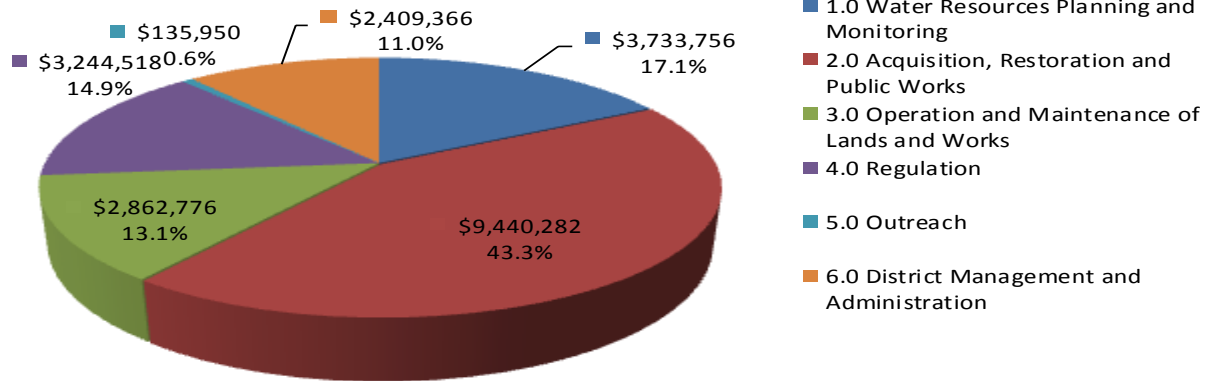
DISTRICTWIDE – Ad Valorem Taxes			
	Fiscal Year 2013-14 Actual	Fiscal Year 2014-15 Current-Amended	Fiscal Year 2015-16 Tentative
Millage Rate	0.0400	0.0390	0.0378
Rolled-back Rate	0.0400	0.0390	0.0378
Rolled-back Rate Change (%)	0.00%	0.00%	0.00%
Gross Taxable Value for Operating Purposes	\$83,225,021,372	\$86,711,098,855	\$90,840,872,683
Net New Taxable Value	\$ 801,350,156	\$ 1,147,221,046	\$ 1,307,072,757
Adjusted Taxable Value	\$82,423,671,216	\$85,563,877,809	\$89,533,799,926

Budget Highlights

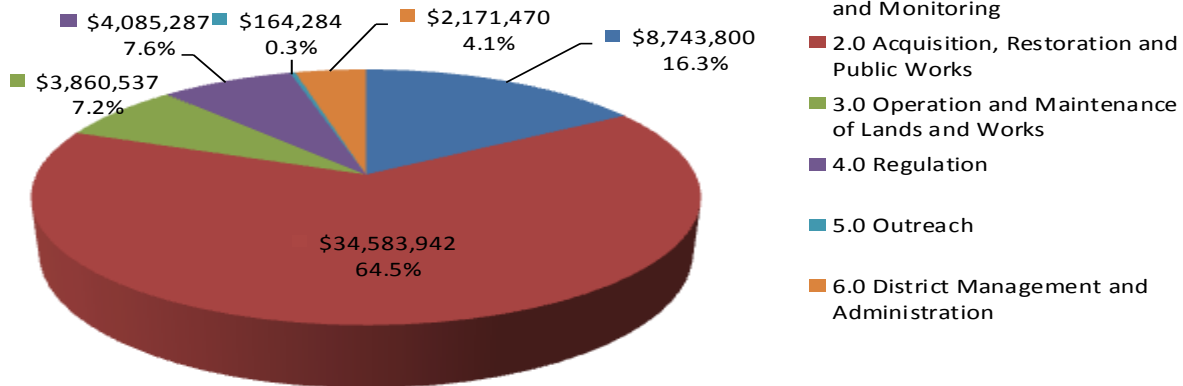
6. Three-Year Use of Funds by Program

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT TENTATIVE BUDGET - Fiscal Year 2015-2016 EXPENDITURES BY PROGRAM

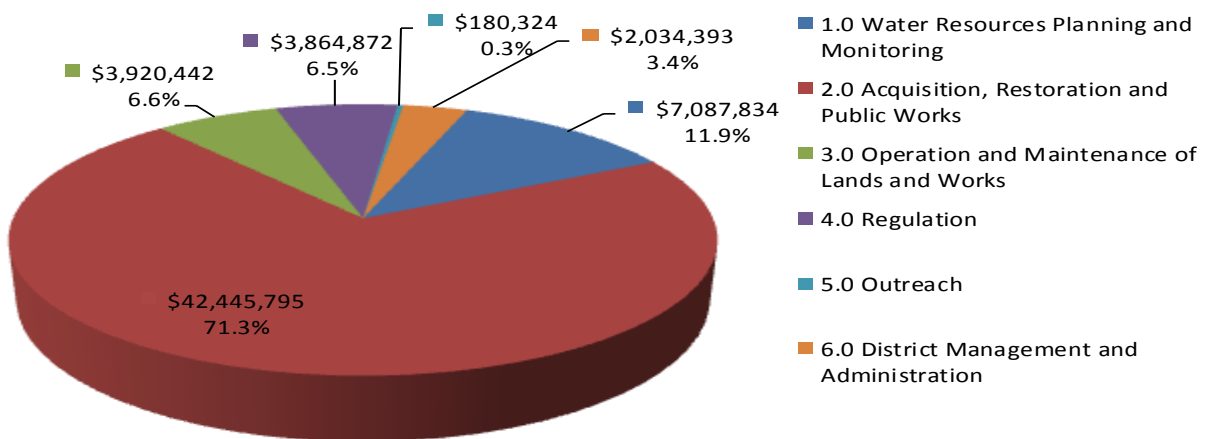
Fiscal Year 2013-14 (Actual-Audited)



Fiscal Year 2014-15 (Current-Amended)



Fiscal Year 2015-16 (Tentative Budget)



Budget Highlights

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT THREE-YEAR EXPENDITURE SUMMARY BY PROGRAM Fiscal Years 2013-14 (Actual-Audited) 2014-15 (Current-Amended) 2015-16 (Tentative) TENTATIVE BUDGET - Fiscal Year 2015-2016

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
1.0 Water Resources Planning and Monitoring	\$2,469,337	\$3,733,756	\$8,743,800	\$7,087,834	-\$1,655,966	-18.9%
1.1 - District Water Management Planning	563,828	1,558,481	2,961,003	2,356,621	-604,382	-20.4%
1.1.1 Water Supply Planning	142,005	148,435	96,789	103,255	6,466	6.7%
1.1.2 Minimum Flows and Levels	251,882	681,012	2,378,210	1,671,801	-706,409	-29.7%
1.1.3 Other Water Resources Planning	169,941	729,034	486,004	581,565	95,561	19.7%
1.2 - Research, Data Collection, Analysis and Monitoring	587,624	664,453	1,348,048	1,604,984	256,936	19.1%
1.3 - Technical Assistance	1,315,720	1,396,487	3,897,009	2,664,045	-1,232,964	-31.6%
1.4 - Other Water Resources Planning and Monitoring Activities	0	0	0	0	0	
1.5 - Technology and Information Services	2,165	114,335	537,740	462,184	-75,556	-14.1%
2.0 Acquisition, Restoration and Public Works	\$2,745,571	\$9,440,282	\$34,583,942	\$42,445,795	\$7,861,853	22.7%
2.1 - Land Acquisition	43,808	34,600	56,323	11,364,863	11,308,540	20078.0%
2.2 - Water Source Development	545,590	6,034,710	15,438,749	14,570,100	-868,649	-5.6%
2.2.1 Water Resource Development Projects	184,531	102,185	385,846	638,340	252,494	65.4%
2.2.2 Water Supply Development Assistance	361,059	5,932,525	15,052,903	13,931,760	-1,121,143	-7.4%
2.2.3 Other Water Source Development Activities	0	0	0	0	0	
2.3 - Surface Water Projects	2,152,968	2,275,767	16,707,244	15,481,320	-1,225,924	-7.3%
2.4 - Other Cooperative Projects	0	0	0	0	0	
2.5 - Facilities Construction and Major Renovations	0	246,911	370,000	240,000	-130,000	-35.1%
2.6 - Other Acquisition and Restoration Activities	1,513	799,787	1,757,287	710,000	-1,047,287	-59.6%
2.7 - Technology and Information Services	1,692	48,507	254,339	79,512	-174,827	-68.7%
3.0 Operation and Maintenance of Lands and Works	\$2,765,509	\$2,862,776	\$3,860,537	\$3,920,442	\$59,905	1.6%
3.1 - Land Management	2,382,979	2,149,390	2,916,302	3,051,049	134,747	4.6%
3.2 - Works	6,392	1,222	11,218	5,422	-5,796	-51.7%
3.3 - Facilities	312,060	349,885	323,949	376,033	52,084	16.1%
3.4 - Invasive Plant Control	0	0	0	0	0	
3.5 - Other Operation and Maintenance Activities	0	0	0	0	0	
3.6 - Fleet Services	30,250	82,338	45,911	47,443	1,532	3.3%
3.7 - Technology and Information Services	33,828	279,941	563,157	440,495	-122,662	-21.8%
4.0 Regulation	\$2,968,755	\$3,244,518	\$4,085,287	\$3,864,872	-\$220,415	-5.4%
4.1 - Consumptive Use Permitting	574,950	550,118	659,795	633,908	-25,887	-3.9%
4.2 - Water Well Construction Permitting and Contractor Licensin	701,786	637,777	720,292	799,492	79,200	11.0%
4.3 - Environmental Resource and Surface Water Permitting	1,665,714	1,294,673	1,435,173	1,364,386	-70,787	-4.9%
4.4 - Other Regulatory and Enforcement Activities	16,272	342,237	344,774	382,996	38,222	11.1%
4.5 - Technology and Information Services	10,033	419,713	925,253	684,090	-241,163	-26.1%
5.0 Outreach	\$121,091	\$135,950	\$164,284	\$180,324	\$16,040	9.8%
5.1 - Water Resource Education	0	0	0	0	0	
5.2 - Public Information	117,966	132,098	153,534	170,049	16,515	10.8%
5.3 - Public Relations	0	0	0	0	0	
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	3,125	3,852	10,750	10,275	-475	-4.4%
5.5 - Other Outreach Activities	0	0	0	0	0	
5.6 - Technology and Information Services	0	0	0	0	0	
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$11,070,263</i>	<i>\$19,417,282</i>	<i>\$51,437,850</i>	<i>\$57,499,267</i>	<i>\$6,061,417</i>	<i>11.8%</i>
6.0 District Management and Administration	\$1,900,404	\$2,409,366	\$2,171,470	\$2,034,393	-\$137,077	-6.3%
6.1 - Administrative and Operations Support	1,849,965	2,355,922	2,111,470	1,974,393	-137,077	-6.5%
6.1.1 - Executive Direction	525,111	634,749	638,511	679,568	41,057	6.4%
6.1.2 - General Counsel / Legal	0	0	0	0	0	
6.1.3 - Inspector General	0	0	0	0	0	
6.1.4 - Administrative Support	691,290	734,576	828,675	851,827	23,152	2.8%
6.1.5 - Fleet Services	0	0	0	0	0	
6.1.6 - Procurement / Contract Administration	0	0	0	0	0	
6.1.7 - Human Resources	88,283	97,481	119,601	113,341	-6,260	-5.2%
6.1.8 - Communications	0	0	0	0	0	
6.1.9 - Technology and Information Services	545,281	889,116	524,683	329,657	-195,026	-37.2%
6.2 - Computer/Computer Support	0	0	0	0	0	
6.3 - Reserves	0	0	0	0	0	
6.4 - Other - (Tax Collector / Property Appraiser Fees)	50,439	53,444	60,000	60,000	0	0.0%
TOTAL	\$12,970,667	\$21,826,648	\$53,609,320	\$59,533,660	\$5,924,340	11.1%

Budget Highlights

7. Major Use of Funds Variances

1.0 Water Resources Planning and Monitoring

FY 2015-2016 funding is \$7,087,834, a net decrease of approximately 18.9 percent from FY 2014-2015. This decrease reflects completion of Coastal Inundation and Risk MAP modeling tasks for FEMA projects in FY 2014-2015 and receipt of grant funding from DEP for some MFL activities.

2.0 Acquisition, Restoration and Public Works

FY 2015-2016 funding is \$42,445,795, a 22.7 percent increase from FY 2014-2015. The overall program increase of \$7,861,853 mostly consists of additional funds budgeted within Interagency Expenditures and Fixed Capital Outlay from the new legislative springs appropriation.

This program's budget includes a \$23,438,550 investment in spring restoration and protection. In addition to the new \$21.5 million FY 2015-2016 funding, \$1,652,982 is included for ongoing springs projects. The springs funding will support efforts to improve conditions in Wakulla Spring, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfina Creek systems. Planned project activities include land acquisition for springs protection at Wakulla Spring and Jackson Blue Spring; spring bank protection and habitat restoration along Econfina Creek and Holmes Creek; implementation of agricultural best management practices for water quality improvement and water conservation; and grant funding to help local governments connect areas now served by septic systems to central sewer. Also included is \$70,000 to complete Willford Spring restoration and protection activities. Of this amount, \$65,000 will support sign construction and installation and \$5,000 is to replace landscape plants that may die during the site's projected 12-month stabilization period.

Carryover funds of \$2,109,213 from previously appropriated funds in the Ecosystem Management and Restoration Trust Fund and the Water Management Lands Trust Fund continue to support local government water quality improvement projects and additional watershed protection and restoration activities for Apalachicola River and Bay and St. Andrew Bay. It is expected that stormwater retrofit projects will continue to be a District priority. Additionally, of the Ecosystem Management and Restoration funding, \$111,125 will provide a further contribution to spring system protection and restoration by supporting the Mobile Irrigation Laboratory and sod-based crop rotation programs within the Jackson Blue Spring basin. An additional \$372,480 in Florida Forever funding is also carried forward to contribute to water quality improvement and/or habitat restoration consistent with the District's SWIM program.

In addition, the FY 2015-2016 Tentative Budget includes funds to complete three separate cooperative projects along Holmes Creek with Washington County for streambank restoration and protection, including public access and recreational enhancements at Live Oak Landing (\$107,500); completion of Hightower Springs Landing (\$94,000); and initiation and completion of work at Spurling Landing (\$32,500). Streambank restoration and protection activities were completed at Live Oak Landing in

Budget Highlights

December 2014 and initiated at Hightower Springs Landing in early 2015, but high water levels have temporarily delayed work. Construction of a fishing pier and spring overlook deck and associated boardwalk are planned in mid-summer 2015 at Live Oak and Hightower Springs Landings, respectively, with project completion at both sites anticipated in FY 2015-2016.

Major improvements and repairs have been ongoing since FY 2013-2014 at the District's Headquarters office complex consisting of four buildings located near Midway. In FY 2014-2015, funds were also provided to update and expand the District's Lands Division's forestry operations field office facility in Youngstown. These renovations are to accommodate a transfer of Lands staff currently located at the Marianna field office. Ownership of the Marianna field office will be discontinued resulting in long-term cost savings. The FY 2015-2016 Tentative Budget for facility construction and major renovation proposes a decrease of \$60,000 with the goal of completing the Youngstown facility renovations and closing the Marianna office by the end of FY 2014-2015. The existing pole barn that was constructed to protect the former forestry operations modular building from further deterioration will be converted into an equipment and materials storage facility and \$20,000 has been allocated in the FY 2015-2016 Tentative Budget to construct a concrete slab.

3.0 Operation and Maintenance of Lands and Works

This program's FY 2015-2016 Tentative Budget is \$3,920,442, a 1.6 percent increase from the FY 2014-2015 Current-Amended Budget of \$3,860,537. Land Management, Works, Facilities, Invasive Plant Control, Other Operations and Maintenance Activities, Fleet Services, and Technology and Information Services activities occur under this program. Land Management represents a large percentage of this program's budget. Overall, Salaries and Benefits and Contracted Services continue to be a significant expense as demonstrated by the past several years in comparison to Fixed Capital Outlay which can vary significantly from year to year.

Additional funds are also included in the District Headquarters facility budget to update a nearly 20-year old fire alarm system, cover annual sewer service after having been connected to the public sewer system in FY 2014-2015, and for general repair and maintenance costs related to the District Headquarter facilities that are more than 30 years old.

4.0 Regulation

This program's FY 2015-2016 Tentative Budget of \$3,864,872 is 5.4 percent less than FY 2014-2015. This decrease is due primarily to reductions in Contracted Services of 31.2 percent (\$85,333) related to maintenance of installed technologies.

The Regulatory Services Division is currently using the e-Permitting and e-Regulatory database system in the Environmental Resource and Surface Water Permitting program and the Water Use Permitting program. The Water Well Construction Permitting program is scheduled to be using the system by mid-2016.

Budget Highlights

The Regulatory Services staff will engage in rulemaking for the 40A-3 Florida Administrative Code (FAC) Well Construction and Contractor Licensing Rule in FY 2015-2016. This will require staff time, legal assistance, and a contractor to develop a Statement of Estimated Regulatory Costs (SERC). The District will use a financial analysis contractor experienced with SERC development.

The Regulatory Services Division will also see a decrease in Operating Capital Outlay of 53.1 percent (\$83,272) to align budget with historical computer hardware purchases.

5.0 Outreach

This program's FY 2015-2016 Tentative Budget is \$180,324, a 9.8 percent increase from FY 2014-2015. This program funds a Communications Director and Communications Specialist as well as the operational expenses for conducting the outreach efforts of the District. Personnel costs increased by about \$20,000 due to (1) \$7,000 of additional salary for hiring a more experienced Communications Specialist than the prior incumbent; and (2) employee health insurance selection change from single to family coverage. Operating expenses reflect a net decrease of \$3,525 to align with historical spending patterns.

6.0 District Management and Administration

This program's FY 2015-2016 Tentative Budget is \$2,034,393, a 6.3 percent decrease from FY 2014-2015. This program funds the Governing Board, Executive Director, Information Technology, Human Resources, and Finance functions of the District. The majority of the decrease is due to the removal of FY 2014-2015 nonrecurring Information Technology funding.

Districtwide Information Technology

The District is proposing expenditures of \$1,904,641 for IT in FY 2015-2016, which is \$733,788 less than budgeted in FY 2014-2015. Over the past two fiscal years the District has made a significant investment in technology improvements. New systems have been implemented in asset, fleet, contract, project, and document management. A new external website, Intranet site, online reservation system, social media sites, and hydrologic software have been implemented. Significant investments and upgrades in server, network, database, and desktop technologies have also been completed. Going forward, the District will use and maintain this technology to provide solutions that meet the business needs of the organization. Hardware and software will be maintained or replaced as needed to ensure capacity, performance, and adherence to support requirements are met.

In addition, the District continues to maximize and leverage existing technology to provide better service at a reduced cost to the organization. Increased functionality will be delivered for document management, contract management, project management, geographic information systems, extended web functionality on the District's website, and automation for several manual processes. In addition, some outsourced web based technology will be integrated into the District's external website reducing the cost for

Budget Highlights

hosting and supporting these technologies. Several technologies will be upgraded with newer versions of existing software in order to be compliant with best practices, security, and warranty/support agreements.

The greatest process innovation for compliance and permitting is the acquisition and implementation of the e-Permitting and e-Regulatory database applications from the St. Johns River WMD. This database will encompass all application, evaluation, permitting, and compliance actions for ERP, WUP, and Well Construction for the division. It is expected to be in operational status by mid-2015. These numerous process changes continue to allow District staff to focus on their core responsibilities and work with greater efficiency levels while enhancing customer services and communication. The new database will replace several District legacy applications, thereby reducing the overhead cost of support and providing a significant increase in functionality to District staff and permit applicants.

Program and Activity Allocations

A. Program Definitions, Descriptions and Budget

The following section provides definitions and descriptions by program as previously defined by the EOG. Each program has five segments, including Program Definitions; District Definitions; Changes and Trends; Major Budget Items; and Budget Variances. It should be noted that the budget variances segment compares the FY 2014-2015 Current-Amended Budget with the FY 2015-2016 Tentative Budget.

Programs with a minor variance are generally considered to be within an allowable margin and do not include a detailed explanation. A more detailed description is provided for programs with a significant budget variance. There are numerous variances resulting from the reallocation of staff resources and expenditures across program areas to more accurately align costs and provide resources for priority activities. Personnel information for all six program areas is also summarized on the following pages.

Due to a relatively low ad valorem millage rate and subsequently small amount of revenue collected in proportion to the total budget, it is necessary for the District to use all sources of revenue to fund the administrative support activities. All program activities that have Salaries and Benefits in their budget transfer a portion of the revenue collected to the administrative activities. The transfers-out, if presented in the budget, would overstate the requested expenditure budget as they provide authority for the transfer of cash from one fund to another. For the same reason, the transfers-in are not presented in the budget as they are revenue received by another fund being transferred to the General Fund. Including the transfers-in would overstate the available resources of the District.

Because of the required transfers, the revenue and expenditures presented in the following program and activity spreadsheets will not be balanced. Programs that are transferring funds out will have higher revenue receipts than the expenditure budget and programs receiving the transfer will show lower revenue than the expenditure budget. No revenue will appear in the following charts for activities funded totally by transfers.

<u>Expenditure Category</u>	<u>Budget</u>	<u>Funds</u>	<u>Difference</u>
Salaries and Benefits	8,369,588	7,250,438	(1,119,150)
Other Personal Services	360,497	347,690	(12,807)
Contracted Services	7,853,542	7,683,787	(169,755)
Operating Expenses	2,936,949	2,341,031	(595,918)
Operating Capital Outlay	719,976	669,256	(50,720)
Fixed Capital Outlay	12,245,568	12,245,568	0
Interagency Expenditures (Cooperative Funding)	27,047,540	27,047,540	0
Interagency Transfers	0	1,948,350	1,948,350
Total	59,533,660	59,533,660	0

Program and Activity Allocations

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

ALL PROGRAMS

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
1.0 Water Resources Planning and Monitoring	\$ 3,210,260	\$ 2,469,337	\$ 3,733,756	\$ 8,743,800	\$ 7,087,834	\$ (1,655,966)	-18.9%
2.0 Acquisition, Restoration and Public Works	\$ 8,745,340	\$ 2,745,571	\$ 9,440,282	\$ 34,583,942	\$ 42,445,795	\$ 7,861,853	22.7%
3.0 Operation and Maintenance of Lands and Works	\$ 2,831,156	\$ 2,765,509	\$ 2,862,776	\$ 3,860,537	\$ 3,920,442	\$ 59,905	1.6%
4.0 Regulation	\$ 3,350,996	\$ 2,968,755	\$ 3,244,518	\$ 4,085,287	\$ 3,864,872	\$ (220,415)	-5.4%
5.0 Outreach	\$ 99,661	\$ 121,091	\$ 135,950	\$ 164,284	\$ 180,324	\$ 16,040	9.8%
6.0 District Management and Administration	\$ 3,652,656	\$ 1,900,404	\$ 2,409,366	\$ 2,171,470	\$ 2,034,393	\$ (137,077)	-6.3%
TOTAL	\$ 21,890,069	\$ 12,970,667	\$ 21,826,648	\$ 53,609,320	\$ 59,533,660	\$ 5,924,340	11.1%

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 7,980,504	\$ 7,026,076	\$ 7,613,198	\$ 8,123,975	\$ 8,369,588	\$ 245,613	3.0%
Other Personal Services	\$ 125,890	\$ 155,602	\$ 248,761	\$ 365,324	\$ 360,497	\$ (4,827)	-1.3%
Contracted Services	\$ 4,202,871	\$ 2,683,297	\$ 3,473,909	\$ 9,710,742	\$ 7,853,542	\$ (1,857,200)	-19.1%
Operating Expenses	\$ 4,526,367	\$ 2,036,653	\$ 2,104,691	\$ 3,324,801	\$ 2,936,949	\$ (387,852)	-11.7%
Operating Capital Outlay	\$ 268,035	\$ 228,632	\$ 506,167	\$ 1,110,370	\$ 719,976	\$ (390,394)	-35.2%
Fixed Capital Outlay	\$ 56,315	\$ 47,587	\$ 937,153	\$ 2,056,287	\$ 12,245,568	\$ 10,189,281	495.5%
Interagency Expenditures (Cooperative Funding)	\$ 4,730,087	\$ 792,820	\$ 6,942,769	\$ 28,917,821	\$ 27,047,540	\$ (1,870,281)	-6.5%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 21,890,069	\$ 12,970,667	\$ 21,826,648	\$ 53,609,320	\$ 59,533,660	\$ 5,924,340	11.1%

SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 3,377,027	\$ 77,001	\$ -	\$ 65,021	\$ 3,349,039	\$ 382,350	\$ 7,250,438
Other Personal Services	\$ 89,142	\$ -	\$ -	\$ 1,163	\$ 253,408	\$ 3,977	\$ 347,690
Contracted Services	\$ 1,197,532	\$ 428,127	\$ -	\$ 15,200	\$ 3,787,711	\$ 2,255,217	\$ 7,683,787
Operating Expenses	\$ 350,734	\$ 304,152	\$ -	\$ 30,129	\$ 1,602,488	\$ 53,528	\$ 2,341,031
Operating Capital Outlay	\$ 118,566	\$ 213,730	\$ -	\$ 20,800	\$ 312,160	\$ 4,000	\$ 669,256
Fixed Capital Outlay	\$ 75,000	\$ 520,000	\$ -	\$ -	\$ 11,650,568	\$ -	\$ 12,245,568
Interagency Expenditures (Cooperative Funding)	\$ 8,000	\$ 13,877,793	\$ -	\$ -	\$ 13,161,747	\$ -	\$ 27,047,540
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intra-agency Transfers	\$ 848,457	\$ 58,069	\$ -	\$ 16,956	\$ 925,902	\$ 98,966	\$ 1,948,350
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 6,064,458	\$ 15,478,872	\$ -	\$ 149,269	\$ 35,043,023	\$ 2,798,038	\$ 59,533,660

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	101.0	\$ 5,915,315	\$ 8,055,603	\$ 313,985	\$ 8,369,588
Other Personal Services	9.0	\$ 302,910	\$ 349,009	\$ 11,488	\$ 360,497
Contracted Services	-	\$ -	\$ 6,848,342	\$ 1,005,200	\$ 7,853,542
Operating Expenses			\$ 2,591,528	\$ 345,421	\$ 2,936,949
Operating Capital Outlay			\$ 392,176	\$ 327,800	\$ 719,976
Fixed Capital Outlay			\$ 40,000	\$ 12,205,568	\$ 12,245,568
Interagency Expenditures (Cooperative Funding)			\$ 169,125	\$ 26,878,415	\$ 27,047,540
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 18,445,783	\$ 41,087,877	\$ 59,533,660

WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Tentative) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	115.0	105.0	101.0	101.0	101.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	17.0	15.0	10.0	9.0	9.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	132.0	120.0	111.0	110.0	110.0	0.0	0.00%

Program and Activity Allocations

Northwest Florida Water Management District
NEW ISSUES - REDUCTION SUMMARY
Fiscal Year 2015-16
Tentative Budget - August 1, 2015

	1.0 Water Resources Planning and Monitoring	2.0 Acquisition, Restoration and Public Works	3.0 Operation and Maintenance of Lands and Works	4.0 Regulation	5.0 Outreach	6.0 District Management and Administration	TOTAL
Reductions							
Salaries and Benefits	265,152	202,416	33,747	13,986	0	0	515,301
Other Personal Services	5,934	487	9,485	7,274	0	2,693	25,873
Contracted Services	2,520,055	731,699	205,174	127,961	0	83,311	3,668,200
Operating Expenses	138,835	285,799	208,414	63,123	4,525	53,758	754,454
Operating Capital Outlay	388,161	42,628	35,921	83,272	0	43,728	593,710
Fixed Capital Outlay	0	1,188,287	55,000	0	0	0	1,243,287
Interagency Expenditures (Cooperative Funding)	0	14,412,444	0	0	0	0	14,412,444
Reserves - Emergency Response	0	0	0	0	0	0	0
	3,318,137	16,863,760	547,741	295,616	4,525	183,490	

New Issues							
Salaries and Benefits	461,933	117,757	139,523	0	19,565	22,136	760,914
Other Personal Services	5,393	9,372	6,281	0	0	0	21,046
Contracted Services	978,400	622,002	158,470	42,628	0	9,500	1,811,000
Operating Expenses	71,164	10,414	236,731	32,573	1,000	14,720	366,602
Operating Capital Outlay	128,118	8,500	66,641	0	0	57	203,316
Fixed Capital Outlay	0	11,432,568	0	0	0	0	11,432,568
Interagency Expenditures (Cooperative Funding)	17,163	12,525,000	0	0	0	0	12,542,163
Reserves - Emergency Response	0	0	0	0	0	0	0
	1,662,171	24,725,613	607,646	75,201	20,565	46,413	

	1.0 Water Resources Planning and Monitoring	2.0 Acquisition, Restoration and Public Works	3.0 Operation and Maintenance of Lands and Works	4.0 Regulation	5.0 Outreach	6.0 District Management and Administration	TOTAL
NET CHANGE							
Salaries and Benefits	196,781	(84,659)	105,776	(13,986)	19,565	22,136	245,613
Other Personal Services	(541)	8,885	(3,204)	(7,274)	0	(2,693)	(4,827)
Contracted Services	(1,541,655)	(109,697)	(46,704)	(85,333)	0	(73,811)	(1,857,200)
Operating Expenses	(67,671)	(275,385)	28,317	(30,550)	(3,525)	(39,038)	(387,852)
Operating Capital Outlay	(260,043)	(34,128)	30,720	(83,272)	0	(43,671)	(390,394)
Fixed Capital Outlay	0	10,244,281	(55,000)	0	0	0	10,189,281
Interagency Expenditures (Cooperative Funding)	17,163	(1,887,444)	0	0	0	0	(1,870,281)
Reserves - Emergency Response	0	0	0	0	0	0	0
	(1,655,966)	7,861,853	59,905	(220,415)	16,040	(137,077)	5,924,340

Program and Activity Allocations

Water Resources Planning and Monitoring (Program 1.0)

This program area includes all water management planning, including water supply planning; other water resources planning; development of MFLs; research, data collection, analysis and monitoring; and technical assistance including local and regional plan and program reviews.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

1.0 Water Resources Planning and Monitoring

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 1,062,619	\$ 1,360,739	\$ 1,632,804	\$ 1,842,344	\$ 2,039,125	\$ 196,781	10.7%
Other Personal Services	\$ 27,779	\$ 19,281	\$ 12,702	\$ 21,070	\$ 20,529	\$ (541)	-2.6%
Contracted Services	\$ 1,776,454	\$ 826,050	\$ 1,614,610	\$ 5,755,601	\$ 4,213,946	\$ (1,541,655)	-26.8%
Operating Expenses	\$ 104,594	\$ 179,668	\$ 236,421	\$ 472,846	\$ 405,175	\$ (67,671)	-14.3%
Operating Capital Outlay	\$ 188,814	\$ 83,599	\$ 187,219	\$ 619,102	\$ 359,059	\$ (260,043)	-42.0%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ -	\$ 50,000	\$ 32,837	\$ 50,000	\$ 17,163	52.3%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 3,210,260	\$ 2,469,337	\$ 3,733,756	\$ 8,743,800	\$ 7,087,834	\$ (1,655,966)	-18.9%

SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ -	\$ 35,261	\$ -	\$ 65,021	\$ 1,585,505	\$ 353,338	\$ 2,039,125
Other Personal Services	\$ -	\$ -	\$ -	\$ 1,163	\$ 15,389	\$ 3,977	\$ 20,529
Contracted Services	\$ -	\$ -	\$ -	\$ 15,200	\$ 1,943,529	\$ 2,255,217	\$ 4,213,946
Operating Expenses	\$ -	\$ -	\$ -	\$ 30,129	\$ 321,518	\$ 53,528	\$ 405,175
Operating Capital Outlay	\$ -	\$ 62,500	\$ -	\$ 20,800	\$ 271,759	\$ 4,000	\$ 359,059
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 106,803	\$ -	\$ 149,269	\$ 4,598,372	\$ 2,761,594	\$ 7,616,038

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	20.0	\$ 1,430,585	\$ 1,933,266	\$ 105,859	\$ 2,039,125
Other Personal Services	1.0	\$ 21,060	\$ 19,832	\$ 697	\$ 20,529
Contracted Services	-	\$ -	\$ 3,760,746	\$ 453,200	\$ 4,213,946
Operating Expenses			\$ 405,175	\$ -	\$ 405,175
Operating Capital Outlay			\$ 223,759	\$ 135,300	\$ 359,059
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ 50,000	\$ -	\$ 50,000
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 6,392,778	\$ 695,056	\$ 7,087,834

WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended - Tentative) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	19.0	19.0	20.0	20.0	20.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	4.0	1.5	1.0	1.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	23.0	23.0	21.5	21.0	21.0	0.0	0.00%

Program and Activity Allocations

Changes and Trends

The District will continue implementing the development of MFLs for Northwest Florida that began in FY 2012-2013. This multi-year program was fully implemented beginning in the FY 2014-2015 budget. Staffing for water management planning in FY 2015-2016 is budgeted to increase due to continued technical assistance regarding the ACF litigation; the five-year update of the Region II RWSP; and watershed planning activities in support of springs restoration, Gulf of Mexico restoration, and other restoration priorities. The decreases in Contracted Services, Operating Expenses, and Operating Capital Outlay primarily reflect completion of Coastal Inundation and Risk MAP modeling tasks for FEMA projects and receipt of grant funding from DEP for some MFL activities during FY 2014-2015. Both MFL development and FEMA technical assistance projects will continue to comprise large portions of this activity, with budgets that will vary from year-to-year based on work accomplished and the cyclical nature of the work products.

Budget Variances

This program reflects an overall decrease of \$1,655,966 or 18.9 percent, mainly due to completed FEMA projects during FY 2014-2015. Salaries and Benefits, however, increase by \$196,781 or 10.7 percent, due to ACF technical assistance, MFL development, an update to the Region II RWSP, and expanded support for prioritizing watershed restoration projects associated with the federal RESTORE Act. Reductions in Contracted Services (\$1,541,655 or 26.8 percent) are primarily due to completion of several FEMA projects and partial grant funds for MFL development received in FY 2014–2015. In addition to the aforementioned reasons, decreases in Operating Expenses (\$67,671 or 14.3 percent) and Operating Capital Outlay (\$260,043 or 42.0 percent) are also due to cost savings realized in FY 2014–2015 for equipment purchases, training, and monitoring efforts to facilitate MFL implementation.

Major Budget Items

Contracted Services makes up more than half (59.5 percent) of the budget for this program followed by Salaries and Benefits (28.8 percent). Contracted Services is for management consultant activity for FEMA coastal Inundation and Risk MAP projects as well as MFL development on an expedited schedule. The Salaries and Benefits budget covers several major activities conducted by the District such as MFL development, water supply planning, watershed planning, and technical assistance.

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
1.0 Water Resources Planning and Monitoring
Fiscal Year 2015-16
Tentative Budget - August 1, 2015

FY 2014-15 Budget (Current-Amended)				21.00	\$	8,743,800
Reductions						
Issue	Description	Issue Amount	Workforce	Category Subtotal		
Salaries and Benefits						265,152
1	Reduction of overall FEMA staff hours and realignment of ACF coordination hours to MFLs and other projects	265,152				
Other Personal Services						5,934
2	Realignment of labor costs to other projects consistent with FTE changes	5,934				
Contracted Services						2,520,055
3	Substantial completion of modeling and map updates for Coastal Update and RiskMAP projects for Apalachee Bay/St. Marks, Pensacola Bay. Perdido River watersheds, and transfer of budget to new FEMA grants	1,624,782				
4	Reductions reflect anticipated additional FDEP grant funding budget offset (\$300K), re-allocation of former coastal Franklin County aquifer project budget (\$450K) to other active MFL projects, and minor year-to-year variations in program costs.	795,000				
5	Decrease in IT contractual services to support primarily maintenance activity of installed technologies	69,573				
6	Completion of project to update gage-adjusted radar rainfall data	30,000				
7	Reduction of regional water supply plans and other water resource planning contractual services based on actual costs	700				
Operating Expenses						138,835
8	Cost savings planned with migration of monitoring telemetry service to a more cost-effective option and alignment of operating budget with project expenditures	42,130				
9	Reduction in MFL expenses (e.g., fuel, rentals, travel, field & tech supplies) - largest decrease due to \$17K reduction in staff travel to supervise work at drilling sites	39,807				
10	Decrease in computer software to reflect minimum investment in new software technology after a 2 year increased investment period	28,996				
11	Transfer of budget from completed FEMA projects to current and planned projects	26,371				
12	Decrease in IT travel, training, and online data services to align current budget with previous year actual expenditures	1,531				
Operating Capital Outlay						388,161
13	Completion of enhanced springs monitoring equipment procurement funded with DEP 2014 Springs Monitoring Grant	261,400				
14	Transfer of MFL metering/gaging & test equipment from individual MFL projects to general MFLs	91,600				
15	Decrease in computer hardware to reflect new allocation of computer hardware to align by program areas	35,161				
Fixed Capital Outlay						-
Interagency Expenditures (Cooperative Funding)						-
Reserves						-
TOTAL REDUCTIONS				0.00		3,318,137

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
1.0 Water Resources Planning and Monitoring
Fiscal Year 2015-16
Tentative Budget - August 1, 2015

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				461,933
1	Extra pay period, retirement leave payouts, and realignment of labor costs across programs	461,933		
Other Personal Services				5,393
2	Extra pay period, realignment of labor across programs	5,393		
Contracted Services				978,400
3	Increase in contractual services resulting from new FEMA FY15-16 grants funding and reallocation among new FEMA projects	402,000		
4	Amendment to DEP Springs Monitoring Grant funding contractual data collection and transfer of costs from MFL program to research, data collection, analysis and monitoring activities	338,600		
5	Increased level of effort associated with monitor well construction in Region II (\$70K) and Jackson County (\$105K), and new monitoring on Shoal Creek at Mossy Head (\$12K)	187,000		
6	Transfer and consolidation of U.S. Geological Survey surface water monitoring costs from Ecosystem and MFL projects to research, data collection, analysis and monitoring projects	50,800		
Operating Expenses				71,164
7	Transfer and consolidation of research, data collection, analysis and monitoring operating expenses previously budgeted in Ecosystem and MFL projects (e.g. fuel, rentals, travel, field & tech supplies) - budgeted needs among projects but overall a net decrease	19,911		
8	Increase in IT repair and maintenance for additional hardware and software purchased in last 2 years	17,509		
9	Realignment of MFL expenses (i.e., fuel, rentals, travel, field & tech supplies) across projects	15,850		
10	Transfer of budget from completed FEMA projects to current and planned projects	12,750		
11	Computer equipment increase to accommodate for each division's computer equipment purchases, e.g., mice, keyboard, and discs	5,144		
Operating Capital Outlay				128,118
12	New costs to purchase two replacement field trucks for research, data collection, analysis and monitoring	62,500		
13	Transfer and consolidation of research, data collection, analysis and monitoring equipment expenses previously budgeted in Ecosystem and MFL projects	35,400		
14	Moved MFL metering/gaging and test equipment from Individual projects to general MFLs	30,000		
15	Increase in IT's printer needs to align budget with previous year actual expenditures	218		
Fixed Capital Outlay				-
Interagency Expenditures (Cooperative Funding)				17,163
16	Additional monitoring by U.S. Geological Survey under Activity 113 Other Water Resources Planning	17,163		
Reserves				-
TOTAL NEW ISSUES			0.00	1,662,171
1.0 Water Resources Planning and Monitoring				
Total Workforce and Tentative Budget for FY 2015-16			21.00	\$ 7,087,834

Program and Activity Allocations

District Water Management Planning (Activity 1.1)

The District's Strategic Water Management Plan is the Districtwide planning document developed pursuant to section 373.036, F.S. The document encompasses all other levels of water management planning that include, but are not limited to, local and regional water management and water supply planning, MFLs, watershed planning, and other long-term water resource planning efforts.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

1.1 District Water Management Planning

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 213,942	\$ 434,816	\$ 1,036,165	\$ 927,900	\$ 933,041	\$ 5,141	0.6%
Other Personal Services	\$ 10,026	\$ 8,965	\$ 5,509	\$ 10,909	\$ 10,180	\$ (729)	-6.7%
Contracted Services	\$ 44,647	\$ 77,679	\$ 378,793	\$ 1,823,900	\$ 1,215,200	\$ (608,700)	-33.4%
Operating Expenses	\$ 8,606	\$ 15,002	\$ 25,100	\$ 73,857	\$ 42,910	\$ (30,947)	-41.9%
Operating Capital Outlay	\$ 12,503	\$ 27,366	\$ 62,914	\$ 91,600	\$ 30,000	\$ (61,600)	-67.2%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ 50,000	\$ 32,837	\$ 50,000	\$ 17,163	52.3%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 289,723	\$ 563,828	\$ 1,558,481	\$ 2,961,003	\$ 2,356,621	\$ (604,382)	-20.4%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 44,303	\$ -	\$ -	\$ 2,573,234	\$ -	\$ 2,617,537

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 933,041	\$ 74,933	\$ 1,007,974
Other Personal Services	\$ 10,180	\$ 357	\$ 10,537
Contracted Services	\$ 1,215,200	\$ -	\$ 1,215,200
Operating Expenses	\$ 42,910	\$ -	\$ 42,910
Operating Capital Outlay	\$ 30,000	\$ -	\$ 30,000
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ -	\$ 50,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 2,281,331	\$ 75,290	\$ 2,356,621

Changes and Trends

The changes and trends for water management planning reflect those described above for Program 1.0: continued efforts to develop MFLs for Northwest Florida beginning in FY 2013-2014; technical assistance for the state's efforts with respect to the ACF interstate basin; and watershed planning in support of the state's RESTORE Act effort as well as project planning in support of other restoration efforts.

Program and Activity Allocations

Budget Variances

The primary decreases reflected in the table are for Contracted Services (33.4 percent), Operating Expenses (41.9 percent), and Operating Capital Outlay (67.2 percent). These reductions reflect reduced need for travel, equipment, and consultant services related to completion and reprioritization of MFL projects to meet the demands of an expedited schedule.

Major Budget Items

Major budget items in this activity are Contracted Services for consultant services followed by Salaries and Benefits for MFLs, water supply planning, and watershed planning.

Program and Activity Allocations

Water Supply Planning (Subactivity 1.1.1)

The purpose of this activity is to quantify existing and reasonably anticipated water supply needs and sources, and to maximize the beneficial use of those sources for people and natural systems. This includes water supply assessments developed pursuant to section 373.036, F.S., and RWSPs developed pursuant to section 373.709, F.S.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

1.1.1 Water Supply Planning

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 78,449	\$ 134,036	\$ 100,700	\$ 90,204	\$ 97,169	\$ 6,965	7.7%
Other Personal Services	\$ 6,584	\$ 6,406	\$ 2,583	\$ 2,585	\$ 2,386	\$ (199)	-7.7%
Contracted Services	\$ 44	\$ 403	\$ 43,408	\$ 1,200	\$ 1,000	\$ (200)	-16.7%
Operating Expenses	\$ 1,588	\$ 1,160	\$ 1,744	\$ 2,800	\$ 2,700	\$ (100)	-3.6%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 86,665	\$ 142,005	\$ 148,435	\$ 96,789	\$ 103,255	\$ 6,466	6.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ 128,759	\$ -	\$ 128,759

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 94,186	\$ 2,983	\$ 97,169
Other Personal Services	\$ 2,305	\$ 81	\$ 2,386
Contracted Services	\$ 1,000	\$ -	\$ 1,000
Operating Expenses	\$ 2,700	\$ -	\$ 2,700
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 100,191	\$ 3,064	\$ 103,255

Changes and Trends

Expenditures planned for water supply planning continue at a level comparable to that budgeted over the last several years. The Tentative Budget reflects minor increases in Salaries and Benefits to support the five-year update to the Region II RWSP.

Program and Activity Allocations

Budget Variances

Increased expenditures for Salaries and Benefits (7.7 percent) reflect initiation of an update to the Region II RWSP as well as enhanced data analysis in support of improved long-term water supply planning.

Major Budget Items

Salaries and Benefits make up the majority of this activity at \$97,169. Areas of focus will include initiation of an update to the Region II RWSP, updating water use data and analysis developed through the most recent WSA, and developing an annual water use report. The District will also continue water use data collection and analysis to support reporting on important statewide water use metrics, technical assistance to DACS in that agency's updates to the Florida Statewide Agricultural Irrigation Demand estimates, and identification of emerging water supply opportunities.

Program and Activity Allocations

Minimum Flows and Levels (Subactivity 1.1.2)

The foundation of the development of minimum surface and groundwater levels and surface water flows is established in section 373.042, F.S., to protect water resources from significant harm.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

1.1.2 Minimum Flows and Levels

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 54,062	\$ 138,307	\$ 265,291	\$ 417,524	\$ 408,052	\$ (9,472)	-2.3%
Other Personal Services	\$ 1,871	\$ 2,245	\$ 1,016	\$ 3,579	\$ 199	\$ (3,380)	-94.4%
Contracted Services	\$ 44,603	\$ 77,258	\$ 335,385	\$ 1,821,200	\$ 1,213,200	\$ (608,000)	-33.4%
Operating Expenses	\$ 1,278	\$ 6,706	\$ 16,406	\$ 44,307	\$ 20,350	\$ (23,957)	-54.1%
Operating Capital Outlay	\$ 12,503	\$ 27,366	\$ 62,914	\$ 91,600	\$ 30,000	\$ (61,600)	-67.2%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 114,316	\$ 251,882	\$ 681,012	\$ 2,378,210	\$ 1,671,801	\$ (706,409)	-29.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 11,477	\$ -	\$ -	\$ 1,764,909	\$ -	\$ 1,776,386

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 384,067	\$ 23,985	\$ 408,052
Other Personal Services	\$ 193	\$ 6	\$ 199
Contracted Services	\$ 1,213,200	\$ -	\$ 1,213,200
Operating Expenses	\$ 20,350	\$ -	\$ 20,350
Operating Capital Outlay	\$ 30,000	\$ -	\$ 30,000
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 1,647,810	\$ 23,991	\$ 1,671,801

Changes and Trends

The District budget for MFL development has steadily increased from FY 2011-2012 through FY 2014-2015. The budget decreased between FY 2014-2015 and FY 2015-2016 largely due to the District receiving \$520,000 in DEP Springs Protection grant funding for hydrologic monitoring of MFL bodies, including Wakulla Spring, St. Marks River Rise, Sally Ward Spring, and Jackson Blue Spring. The grant funding reduced the need for contractual services for data collection in FY 2015-2016. The District estimates that MFL budget needs in future years will be similar to the FY 2014-2015 amount of \$2.38 million.

Program and Activity Allocations

Budget Variances

The decreases are reductions in Contracted Services (33.4 percent), Operating Expenses (54.1 percent), and OCO (67.2 percent) from FY 2014-2015. The reduced need for contracted services is largely due to grant funds previously noted. The remaining reductions reflect a reprioritization of MFL projects and tasks and a reduced need for travel and equipment in FY 2015-2016.

Major Budget Items

The major budget item is Contracted Services (\$1,213,200), which makes up 73 percent of the budget for this activity and pays for consultant contracts in support of MFL projects.

Program and Activity Allocations

Other Water Resources Planning (Subactivity 1.1.3)

This subactivity includes water management planning efforts not otherwise captured above, such as statewide clearinghouse activities, comprehensive planning, SWIM/watershed assessment and plans, project planning, and feasibility studies.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

1.1.3 Other Resource Planning

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 81,431	\$ 162,473	\$ 670,174	\$ 420,172	\$ 502,753	\$ 82,581	19.7%
Other Personal Services	\$ 1,571	\$ 314	\$ 1,910	\$ 4,745	\$ 7,952	\$ 3,207	67.6%
Contracted Services	\$ -	\$ 18	\$ -	\$ 1,500	\$ 1,000	\$ (500)	-33.3%
Operating Expenses	\$ 5,740	\$ 7,136	\$ 6,950	\$ 26,750	\$ 19,860	\$ (6,890)	-25.8%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ 50,000	\$ 32,837	\$ 50,000	\$ 17,163	52.3%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 88,742	\$ 169,941	\$ 729,034	\$ 486,004	\$ 581,565	\$ 95,561	19.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 32,826	\$ -	\$ -	\$ 679,566	\$ -	\$ 712,392

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 454,788	\$ 47,965	\$ 502,753
Other Personal Services	\$ 7,682	\$ 270	\$ 7,952
Contracted Services	\$ 1,000	\$ -	\$ 1,000
Operating Expenses	\$ 19,860	\$ -	\$ 19,860
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ -	\$ 50,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 533,330	\$ 48,235	\$ 581,565

Changes and Trends

Planned expenditures for Salaries and Benefits have fluctuated over the last five years to meet both statewide and District priorities. Examples include increased efforts to improve major spring systems and watershed restoration projects and planning pursuant to the federal RESTORE Act – at both the regional and local levels. Likewise, the Other Personal Services and Operating Expenses categories have also varied based on these needs. The remaining categories are comparable to past years.

Program and Activity Allocations

Budget Variances

The primary variances reflected are increases in Salaries and Benefits (19.7 percent) and Other Personal Services (67.6 percent) to address an increased effort in watershed and project planning. Operating Expenses decrease by 25.8 percent to align with historical spending patterns. Interagency Expenditures was restored to a recurring \$50,000 for future grant opportunities to benefit this activity. A mid-year amendment reduced the original budget of \$50,000 in FY 2014-2015 by \$17,163 via a transfer to Activity 2.2.2 to assist with the completion of a new water supply and distribution system.

Major Budget Items

The major budget items for FY 2015-2016 include \$502,753 in Salaries and Benefits and \$50,000 in Interagency Expenditures. This funding will support accomplishment of previously described priorities, including ACF basin coordination, project planning and development for watershed and springs protection, and interagency RESTORE Act related coordination. Additional related activities include development of annual updates to the Consolidated Annual Report, Florida Forever Work Plan, and Annual Strategic Plan. Interagency expenditures will support funding assistance to local watershed initiatives.

Program and Activity Allocations

Research, Data Collection, Analysis and Monitoring (Activity 1.2)

This activity supports water management planning, restoration, and preservation efforts including water quality monitoring; data collection; and evaluation and research. More specifically, these activities include operation of the District's ground and surface water monitoring networks; hydrologic data collection for water resources development; special projects performed in cooperation with state and federal agencies, local governments and utilities; and data collection, analysis and monitoring associated with the SWIM program as well as regional water supply planning activities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

1.2 Research, Data Collection, Analysis and Monitoring

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 383,296	\$ 321,692	\$ 341,431	\$ 408,108	\$ 483,747	\$ 75,639	18.5%
Other Personal Services	\$ 10,989	\$ 9,128	\$ 7,125	\$ 9,366	\$ 9,992	\$ 626	6.7%
Contracted Services	\$ 34,930	\$ 53,435	\$ 88,213	\$ 338,380	\$ 697,780	\$ 359,400	106.2%
Operating Expenses	\$ 71,827	\$ 147,136	\$ 140,301	\$ 161,619	\$ 146,390	\$ (15,229)	-9.4%
Operating Capital Outlay	\$ 176,311	\$ 56,233	\$ 87,383	\$ 430,575	\$ 267,075	\$ (163,500)	-38.0%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 677,354	\$ 587,624	\$ 664,453	\$ 1,348,048	\$ 1,604,984	\$ 256,936	19.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 62,500	\$ -	\$ 149,269	\$ 1,294,528	\$ 225,179	\$ 1,731,476

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 469,301	\$ 14,446	\$ 483,747
Other Personal Services	\$ 9,652	\$ 340	\$ 9,992
Contracted Services	\$ 244,580	\$ 453,200	\$ 697,780
Operating Expenses	\$ 146,390	\$ -	\$ 146,390
Operating Capital Outlay	\$ 131,775	\$ 135,300	\$ 267,075
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 1,001,698	\$ 603,286	\$ 1,604,984

Changes and Trends

Contracted Services increase in FY 2015-2016 due to minor changes to a DEP grant for enhanced hydrologic and water quality monitoring of Wakulla Spring and Jackson Blue Spring and a planned amendment of the grant to include additional monitoring tasks. Operating Capital Outlay decreases in FY 2015-2016 due to completion of equipment

Program and Activity Allocations

installation for Wakulla Spring basin hydrologic and water quality monitoring. Operating Expenses also decrease, due to expected savings from converting telemetry communications for District real-time hydrologic monitoring stations from Iridium satellite to Verizon cellular.

Budget Variances

The primary variances between FY 2014-2015 and FY 2015-2016 include an increase in Salaries and Benefits (18.5 percent) and Other Personal Services (6.7 percent), reflecting the transfer of Tate's Hell and Apalachicola monitoring from Activity 2.3 and the transfer of general MFL and springs monitoring from Activity 1.1.2 to this activity. Contracted Services increase 106.2 percent due to the transfer of several tasks associated with the DEP Springs Monitoring grant from FY 2014-2015 to FY 2015-2016 and the planned amendment of the grant to include additional springs monitoring services. The reduction in Operating Expenses (9.4 percent) reflects the change in telemetry services for real-time stormwater monitoring stations from Iridium satellite to Verizon cellular. Operating Capital Outlay has a net decrease of 38 percent. A reduction in equipment needs of \$226,000 from the completed purchase and installation of monitoring equipment associated with the DEP Spring Monitoring grant is offset by an increase of \$62,500 for the replacement of two trucks. The trucks are to assist with daily collection of water quality samples and operation of field deployed hydrologic monitoring equipment.

Major Budget Items

Major budget items are Salaries and Benefits (\$483,747), Contracted Services (\$697,780), Operating Expenses (\$146,390), and OCO (\$267,075). These provide for the continuation of Districtwide surface water and groundwater monitoring to support MFLs, springs protection, resources assessment, regulatory programs, and emergency management activities.

Program and Activity Allocations

Technical Assistance (Activity 1.3)

Technical assistance activities include local, state, tribal, and federal planning support, including review of state transportation projects; floodplain management and mapping efforts; assistance to the state Emergency Operations Center; local government comprehensive plan technical assistance; developments of regional impact review; and coastal zone management technical assistance.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

1.3 Technical Assistance

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 454,162	\$ 603,758	\$ 254,787	\$ 355,611	\$ 359,845	\$ 4,234	1.2%
Other Personal Services	\$ 6,745	\$ 1,188	\$ 68	\$ 795	\$ -	\$ (795)	-100.0%
Contracted Services	\$ 1,696,877	\$ 694,936	\$ 1,139,087	\$ 3,497,782	\$ 2,275,000	\$ (1,222,782)	-35.0%
Operating Expenses	\$ 24,162	\$ 15,838	\$ 2,545	\$ 42,821	\$ 29,200	\$ (13,621)	-31.8%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,231,945	\$ 1,315,720	\$ 1,396,487	\$ 3,897,009	\$ 2,664,045	\$ (1,232,964)	-31.6%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ 219,810	\$ 2,536,415	\$ 2,756,225

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 349,116	\$ 10,729	\$ 359,845
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 2,275,000	\$ -	\$ 2,275,000
Operating Expenses	\$ 29,200	\$ -	\$ 29,200
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 2,653,316	\$ 10,729	\$ 2,664,045

Changes and Trends

Contracted Services decreased significantly, reflecting completion of Coastal Inundation and Risk MAP during FY 2014-2015. Other cost categories have varied from year to year based largely in response to FEMA work plans.

Program and Activity Allocations

Budget Variances

The reduction in Contracted Services (35.0 percent) reflects completion of Coastal Inundation and Risk MAP analyses during FY 2014-2015. Operating Expenses decrease (31.8 percent) due to a consolidation of staff travel and other program expenses into fewer projects. The minor increase in Salaries and Benefits and the decrease in Other Personal Services reflect the continuing level of effort to implement the Flood Mapping and Risk MAP programs in Northwest Florida.

Major Budget Items

The major budget items are Salaries and Benefits (\$359,845) and Contracted Services (\$2,275,000). Consultants with expertise in a wide range of floodplain mapping activities including mapping needs assessment, project scoping, engineering analysis, floodplain delineation, DFIRM production, preliminary and post-preliminary DFIRM processing, outreach, GIS application development and maintenance, and intergovernmental coordination are contracted to assist the District in developing a fully integrated floodplain mapping program. The Contracted Services primarily support continued implementation of the District's flood hazard mapping, assessment and planning initiatives through Risk MAP, and the updating of coastal flood maps using the updated coastal flood analysis.

The Flood Information Portal and public LiDAR data websites will be maintained over the coming year to provide flood maps and detailed topographic/elevation information to the public. Other ongoing efforts provided for under this activity include recurring emergency management support and intergovernmental coordination and technical assistance activities.

Program and Activity Allocations

Technology and Information Services (Activity 1.5)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

1.5 Technology and Information Services

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 11,219	\$ 473	\$ 421	\$ 150,725	\$ 187,559	\$ 36,834	24.4%
Other Personal Services	\$ 19	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ 8,517	\$ 95,539	\$ 25,966	\$ (69,573)	-72.8%
Operating Expenses	\$ -	\$ 1,692	\$ 68,475	\$ 194,549	\$ 186,675	\$ (7,874)	-4.0%
Operating Capital Outlay	\$ -	\$ -	\$ 36,922	\$ 96,927	\$ 61,984	\$ (34,943)	-36.1%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 11,239	\$ 2,165	\$ 114,335	\$ 537,740	\$ 462,184	\$ (75,556)	-14.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ 510,800	\$ -	\$ 510,800

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 181,808	\$ 5,751	\$ 187,559
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 25,966	\$ -	\$ 25,966
Operating Expenses	\$ 186,675	\$ -	\$ 186,675
Operating Capital Outlay	\$ 61,984	\$ -	\$ 61,984
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 456,433	\$ 5,751	\$ 462,184

Changes and Trends

Significant investments were made in technology improvements in FY 2014-2015. The reductions proposed in FY 2015-2016 reflect the nonrecurring nature of hardware and software purchases so that the focus has transitioned to maintenance and less costly upgrades, development, and replacements.

Program and Activity Allocations

Budget Variances

The FY 2015-2016 Tentative Budget reflects the improved allocation of recurring IT costs related to the program areas and the need to support existing technologies, which requires both software and hardware to maintain services and infrastructure to support District business needs. Decreases across Contracted Services (72.8 percent), Operating Expenses (4.0 percent), and Operating Capital Outlay (36.1 percent) are due to the removal of nonrecurring costs in FY 2015-2016. Specifically, Contracted Services decrease due to completed projects, including discontinued use of consultant fees for external website development, Oracle database upgrade, and SharePoint implementation. Decreases in Operating Expenses and Operating Capital Outlay are due to a large one time investment in FY 2014-2015 for desktop and laptop computers, as well as servers and network hardware. The one time purchase was nonrecurring and enabled the District to upgrade to current technology demands while transitioning to a five-year replacement cycle going forward.

Major Budget Items

Salaries and Benefits (\$187,559) followed by Operating Expenses (\$186,675) make up the majority of this activity's budget. These costs represent a share of the recurring licensing, software maintenance, and IT staff time associated with IT activities for the District.

Program and Activity Allocations

Acquisition, Restoration and Public Works (Program 2.0)

This program includes the development and construction of all capital projects (except for those contained in Program 3.0), including water resource development projects; water supply development assistance; water control projects; support and administrative facilities construction; cooperative projects; land acquisition; and the restoration of lands and waterbodies.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.0 Acquisition, Restoration and Public Works

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 779,770	\$ 756,459	\$ 658,672	\$ 781,371	\$ 696,712	\$ (84,659)	-10.8%
Other Personal Services	\$ 20,564	\$ 24,462	\$ 10,199	\$ 18,234	\$ 27,119	\$ 8,885	48.7%
Contracted Services	\$ 878,346	\$ 764,133	\$ 746,232	\$ 2,449,267	\$ 2,339,570	\$ (109,697)	-4.5%
Operating Expenses	\$ 2,399,890	\$ 332,599	\$ 157,646	\$ 487,165	\$ 211,780	\$ (275,385)	-56.5%
Operating Capital Outlay	\$ 9,319	\$ 70,822	\$ 66,791	\$ 49,634	\$ 15,506	\$ (34,128)	-68.8%
Fixed Capital Outlay	\$ -	\$ 15,000	\$ 916,219	\$ 1,921,287	\$ 12,165,568	\$ 10,244,281	533.2%
Interagency Expenditures (Cooperative Funding)	\$ 4,657,450	\$ 782,096	\$ 6,884,523	\$ 28,876,984	\$ 26,989,540	\$ (1,887,444)	-6.5%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 8,745,340	\$ 2,745,571	\$ 9,440,282	\$ 34,583,942	\$ 42,445,795	\$ 7,861,853	22.7%

SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 119,314	\$ 25,945	\$ -	\$ -	\$ 551,453	\$ -	\$ 696,712
Other Personal Services	\$ 5,567	\$ -	\$ -	\$ -	\$ 21,552	\$ -	\$ 27,119
Contracted Services	\$ 267,887	\$ 299,750	\$ -	\$ -	\$ 1,771,933	\$ -	\$ 2,339,570
Operating Expenses	\$ 3,770	\$ 113,600	\$ -	\$ -	\$ 94,410	\$ -	\$ 211,780
Operating Capital Outlay	\$ -	\$ 10,000	\$ -	\$ -	\$ 5,506	\$ -	\$ 15,506
Fixed Capital Outlay	\$ 75,000	\$ 440,000	\$ -	\$ -	\$ 11,650,568	\$ -	\$ 12,165,568
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 13,877,793	\$ -	\$ -	\$ 13,111,747	\$ -	\$ 26,989,540
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 501,383	\$ 14,773,735	\$ -	\$ -	\$ 27,356,191	\$ -	\$ 42,631,309

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	8.0	\$ 493,058	\$ 675,455	\$ 21,257	\$ 696,712
Other Personal Services	1.0	\$ 21,312	\$ 26,197	\$ 922	\$ 27,119
Contracted Services	-	\$ -	\$ 1,919,570	\$ 420,000	\$ 2,339,570
Operating Expenses			\$ 101,780	\$ 110,000	\$ 211,780
Operating Capital Outlay			\$ 5,506	\$ 10,000	\$ 15,506
Fixed Capital Outlay			\$ -	\$ 12,165,568	\$ 12,165,568
Interagency Expenditures (Cooperative Funding)			\$ 111,125	\$ 26,878,415	\$ 26,989,540
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 2,839,633	\$ 39,606,162	\$ 42,445,795

WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended - Tentative) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	12.0	12.0	8.0	8.0	8.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Other Personal Services	4.0	4.0	1.5	1.0	1.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
TOTAL WORKFORCE	16.0	16.0	9.5	9.0	9.0	0.0	0.00%

Program and Activity Allocations

Changes and Trends

The most visible change in this program's budget over the last three years is in cooperative funding expenditures that have increased overall since FY 2012-2013, most significantly in the last two fiscal years. The FY 2015-2016 Tentative Budget increase of \$7,861,853 reflects both the new springs appropriation as well as the accomplishment and rescheduling of nonrecurring grants. Fixed Capital Outlay increases of \$10,244,281 (533.2 percent) reflect new land acquisition funding for springs protection at Wakulla Spring, Jackson Blue Spring, and Econfina Creek, coupled with completion of major construction and renovation activities during FY 2014-2015. These include District facilities and the Williford Spring Restoration and Protection project. Streambank restoration and protection activities on Holmes Creek, implemented in cooperation with Washington County, have been rescheduled to FY 2015-2016 due to weather-related delays in FY 2014-2015.

Contracted Services under this program increased beginning in FY 2014-2015, largely to implement wetland mitigation activities in support of FDOT and to implement spring and watershed protection and restoration projects with funding appropriated to the District. This category is expected to decline slightly during FY 2015-2016, reflecting completion of planned FDOT mitigation tasks, as well as rescheduling of projects to be completed in future fiscal years. The District does not anticipate having to make additional land purchases for mitigation in FY 2015-2016.

Funding is budgeted to accomplish District and State priorities for protection and restoration of major spring systems. Efforts to accomplish stormwater retrofit and restoration priorities in the Apalachicola and St. Andrew Bay watersheds will continue, and expenditures are planned to further implement the District's water supply development assistance grant program.

Budget Variances

This program reflects an overall increase of 22.7 percent, the largest variance being the inclusion of nonrecurring Fixed Capital Outlay funds of \$10,244,281. Other variances include a decline in Operating Capital Outlay (68.8 percent) and in Operating Expenses (56.5 percent). The reduction in Interagency Expenditures of \$1,887,444 (6.5 percent) reflects several budgetary adjustments, more specifically:

- \$10,200,000 increase in new springs funding for the Jackson Blue Spring Agricultural BMP Cost Share program; local government wastewater infrastructure retrofit projects in the Jackson Blue Spring and Wakulla Spring contribution areas; and riparian and floodplain habitat restoration near the Gainer Springs Group on Econfina Creek;
- \$2,325,000 increase in funds planned for new water supply development assistance grants;
- \$3,466,908 decrease from successful progress and completion of current water supply assistance grants;
- \$2,429,382 less for completion of water quality improvement projects in northern Bay County and Panama City, and progress on projects in Callaway, Mexico Beach, and Parker;

Program and Activity Allocations

- \$2,896,509 less for stormwater projects in the City of Apalachicola and Carrabelle that are nearing completion; and
- \$5,002,300 moved to FY 2016-2017 reflecting updates to the planned construction schedules for wastewater projects benefitting Wakulla Springs.

Major Budget Items

Continued expenditures for grant funding of \$26,989,540, \$14,092,060 of which was awarded in prior years, will help local governments and non-profit utilities achieve water supply development priorities and implement major stormwater retrofit projects, as well as support additional spring restoration and protection priorities as funded by the Legislature. The \$12,165,568 in Fixed Capital Outlay will facilitate negotiations for three land acquisition projects, \$815,000 in facility renovations, and \$50,000 for shoreline and floodplain restoration on approximately three acres along Econfina Creek. Also, budgeted expenditures for Contracted Services (\$2,339,570) and Operating Expenses will support water resource development and surface water projects.

Program and Activity Allocations

Northwest Florida Water Management District REDUCTIONS - NEW ISSUES 2.0 Acquisition, Restoration and Public Works Fiscal Year 2015-16 Tentative Budget - August 1, 2015

FY 2014-15 Budget (Current-Amended)		9.00	\$	34,583,942
Reductions				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				202,416
1	Realignment of labor costs to among activities and programs and reductions from Senior Management	202,416		
Other Personal Services				487
2	Realignment of OPS from Region II water supply plan to projects in other programs	288		
3	Reallignment of OPS From Apalachicola Bay surface water improvement and management (SWIM) to projects in other programs; SWIM fund balance is being spent down to complete stormwater water quality projects	199		
Contracted Services				731,699
4	Reduced mitigation - reflects completion of hydrologic restoration, rescheduling planting to future years based on burn schedule, reductions to reflect actual costs, and deferred needs for Gulf to Bay Highway mitigation	597,550		
5	Completed engineering services for Devils Hole and Cotton Landing Springs streambank restoration	54,000		
6	Reduced Apalachicola Bay services for legal counsel and data collection and reports; realignment of research, data collection, analysis and monitoring to other programs; and water supply development legal counsel charges	41,800		
7	Decrease in IT contractual services to support primarily maintenance activity of installed technologies	38,349		
Operating Expenses				285,799
8	Reduction for DOT mitigation (grasses/herbs & forbs, fuel, field supplies, travel, cell phones, & postage), reflects realignment to actual costs and rescheduling of planting to future years based on realized burn schedules	201,549		
9	Decrease in computer software to reflect minimum investment in new software technology after a 2 year increased investment period	33,128		
10	Completed planned repairs for headquarter facilities	30,000		
11	Completed Econfina renovations	8,000		
12	Decrease in IT travel, training, computer equipment, and online data services to align current budget with previous year actual expenditures	7,692		
13	Reduction for St. Andrew Bay (travel, postage, legal ads, fuel & field Supplies) and SWIM fund balance spent down to complete stormwater water quality projects	2,080		
14	Reduction for Apalachicola Bay SWIM (fuel) and SWIM fund balance spent down to complete stormwater water quality projects	1,700		
15	Realignment for regional water supply plan and development and water supply development assistance (e.g., travel, fuel & field & tech supplies)	1,650		
Operating Capital Outlay				42,628
16	Decrease in computer hardware for new allocation of computers to align by program areas and IT's printer budget	36,034		
17	Decrease in mitigation equipment needs	4,094		
18	Decrease in furniture needs at headquartes	2,500		
Fixed Capital Outlay				1,188,287
19	Completion of Williford Spring restoration	1,063,287		
20	Completed addition to Econfina Field Office	105,000		
21	Partial completion of streambank restoration at Live Oak Landing	20,000		
Interagency Expenditures (Cooperative Funding)				14,412,444
22	Realignment of FY2015-16 Wakulla Springs Protection grant funding - design/permitting will be completed in FY 2015-16, construction (\$5M) planned for FY 2016-17	5,002,300		
23	Completion of water supply development assistance grants and realignment of funding to future budget years	3,466,908		
24	Completion of St. Andrew Bay grant projects to Improve Bay water quality	2,429,382		
25	Implementation of three Apalachicola Bay Water Quality grant projects; completion of expenditure (City of	2,303,446		
26	Completion of Apalachicola River and Bay Stormwater Quality grant project (City of Apalachicola)	593,063		
27	Completion of Jackson Blue Spring Agriculture BMP Cost-Share grant projects with producers	365,625		
28	Completion of two stormwater quality Florida Forever projects (Spring Avenue - Bay County and Battery Park - Apalachicola)	251,720		
Debt				-
Reserves				-
TOTAL REDUCTIONS		0.00		16,863,760

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
2.0 Acquisition, Restoration and Public Works
Fiscal Year 2015-16
Tentative Budget - August 1, 2015

New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				117,757
1	Extra pay period and realignment between Land Acquisition and Land Management activities	117,757		
Other Personal Services				9,372
2	Realignment of labor costs from other programs to new National Fish and Wildlife Foundation (NFWF) SWIM grant project	5,169		
3	Realignment of labor costs from other programs to water resource development evaluation	2,582		
4	Realignment of labor costs from other programs to mitigation projects	1,621		
Contracted Services				622,002
5	New consultant and legal expenses for NFWF SWIM grant project	266,787		
6	Increase for well construction for coastal water quality monitoring and ET data collection	258,725		
7	Increase mitigation for lab services, legal, and other contractual services	81,490		
8	Bidding and construction oversight for streambank restoration projects at Devils Hole and Cotton Landing	15,000		
Operating Expenses				10,414
9	Increase for mitigation (e.g. maps, road/bridge repair supplies, rentals and repair/maintenance, legal ads, fuel)	6,644		
10	New budget for NFWF SWIM grant project (office supplies, publications, advertising, postage & travel)	3,270		
11	Increase in continuing education for planning staff	500		
Operating Capital Outlay				8,500
12	Incorporated budget for equipment purchases	8,500		
Fixed Capital Outlay				11,432,568
13	Land Acquisition	11,300,568		
14	Walsingham Streambank Restoration Project	75,000		
15	James Tract Restoration	50,000		
16	Renovations for headquarter facilities	7,000		
Interagency Expenditures (Cooperative Funding)				12,525,000
17	Wakulla Springs Protection	7,750,000		
18	New water supply development assistance grants	2,325,000		
19	Indian Springs Protection	1,450,000		
20	Jackson Blue Spring Agricultural Best Management Practice Cost Share Program	1,000,000		
Debt				-
Reserves				-
TOTAL NEW ISSUES			0.00	24,725,613
2.0 Acquisition, Restoration and Public Works				
Total Workforce and Tentative Budget for FY 2015-16			9.00	\$ 42,445,795

Program and Activity Allocations

Land Acquisition (Activity 2.1)

This activity is for the acquisition of land and facilities, such as those purchased for the protection and management of water resources in Northwest Florida. It does not include land acquisition components of water resource development projects, surface water projects, or other cooperative projects. Typical purchases have included acquisition of the floodplain of the major rivers in Northwest Florida, as well as the acquisition of aquifer recharge areas that protect potable water supplies. Acquisitions are characterized as fee (District owns outright) or other less-than-fee (seller retains ownership) interests in lands needed for water management, water supply, or the conservation or protection of water resources.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.1 - Land Acquisition

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 16,357	\$ 10,660	\$ 11,480	\$ 17,973	\$ 25,945	\$ 7,972	44.4%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 3,069	\$ 17,781	\$ 22,644	\$ 34,750	\$ 34,750	\$ -	0.0%
Operating Expenses	\$ -	\$ 367	\$ 476	\$ 3,600	\$ 3,600	\$ -	0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ 15,000	\$ -	\$ -	\$ 11,300,568	\$ 11,300,568	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 19,426	\$ 43,808	\$ 34,600	\$ 56,323	\$ 11,364,863	\$ 11,308,540	20078.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 70,942	\$ -	\$ -	\$ 11,300,568	\$ -	\$ 11,371,510

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 25,187	\$ 758	\$ 25,945
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 34,750	\$ -	\$ 34,750
Operating Expenses	\$ 3,600	\$ -	\$ 3,600
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 63,537	\$ 11,301,326	\$ 11,364,863

Program and Activity Allocations

Changes and Trends

New land acquisition funding in the amount of \$11,300,568 is budgeted for springs protection at Wakulla Spring, Jackson Blue Spring, and Econfina Creek. The budget also includes an increase in Salaries and Benefits for land acquisition efforts associated with potential springs protection projects and the purchase of small inholdings within the Econfina Creek Water Management Area for spring and spring-related tracts. The FY 2015-2016 Tentative Budget for this activity increased 20,078 percent over the FY 2014-2015 Current-Amended Budget. The only Fixed Capital Outlay expenditure in this activity over the last several years was \$15,000 for the purchase of a 10-acre tract in the Econfina Creek WMA in FY 2012-2013.

Budget Variances

As noted above, the increase in Fixed Capital Outlay in addition to Salaries and Benefits reflects an overall increase of 20,078 percent and is due to the new land acquisition funding for springs protection and the potential increased workload associated with springs and springs-related tracts.

Major Budget Items

The primary budget items are Fixed Capital Outlay, making up \$11,300,568 and Contracted Services, making up \$34,750 of the \$11,364,863 total budget for this activity. The \$11,300,568 in Fixed Capital Outlay will facilitate negotiations for three land acquisition projects. Contracted Services cover costs for legal services, land appraisals and appraisal reviews, boundary map-acreage certifications or surveys, environmental audits, and title exam and insurance.

Program and Activity Allocations

Water Source Development (Activity 2.2)

This activity includes water resource development projects and regional or local water supply development assistance projects designed to increase the availability of water supplies for consumptive use.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.2 - Water Source Development

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 168,405	\$ 166,207	\$ 148,297	\$ 177,778	\$ 191,768	\$ 13,990	7.9%
Other Personal Services	\$ 7,209	\$ 14,397	\$ 6,001	\$ 14,208	\$ 16,502	\$ 2,294	16.1%
Contracted Services	\$ 116,555	\$ 14,044	\$ 2,035	\$ 223,662	\$ 481,787	\$ 258,125	115.4%
Operating Expenses	\$ 8,179	\$ 7,071	\$ 5,277	\$ 3,400	\$ 2,250	\$ (1,150)	-33.8%
Operating Capital Outlay	\$ 1,320	\$ 2,086	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 4,627,450	\$ 341,785	\$ 5,873,100	\$ 15,019,701	\$ 13,877,793	\$ (1,141,908)	-7.6%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 4,929,118	\$ 545,590	\$ 6,034,710	\$ 15,438,749	\$ 14,570,100	\$ (868,649)	-5.6%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 46,383	\$ 14,127,793	\$ -	\$ -	\$ 449,277	\$ -	\$ 14,623,453

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 185,864	\$ 5,904	\$ 191,768
Other Personal Services	\$ 15,940	\$ 562	\$ 16,502
Contracted Services	\$ 231,787	\$ 250,000	\$ 481,787
Operating Expenses	\$ 2,250	\$ -	\$ 2,250
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 13,877,793	\$ 13,877,793
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 435,841	\$ 14,134,259	\$ 14,570,100

Changes and Trends

Budgeted expenditures for this activity reflect a decrease from the FY 2014-2015 budget, as discussed in the sub-activity descriptions that follow.

Program and Activity Allocations

Budget Variances

The primary changes reflected for FY 2015-2016 are the decrease in Interagency Expenditures (7.6 percent) and increase in Contracted Services (115.4 percent). Additional variances include increased expenditures for reallocations of staff and Other Personal Services. Details are provided in the following discussions of subactivities 2.2.1 and 2.2.2.

Major Budget Items

The major budget items are Interagency Expenditures (\$13,877,793), Contracted Services (\$481,787), and Salaries and Benefits (\$191,768), which all support the cooperative funding and water resource development as described below.

Program and Activity Allocations

Water Resource Development Projects (Subactivity 2.2.1)

This subactivity includes projects designed to create, from traditional or alternative sources, a quantifiable supply of water for existing and/or future reasonable-beneficial uses. These projects do not include the construction of facilities for water supply development, as defined in section 373.019(26), F.S. (See Subactivity 2.2.2). Such projects may include the construction, operation and maintenance of major public works facilities that provide for the augmentation of available surface and groundwater supply or that create alternative sources of supply. Water resource development projects are to be identified in water management district RWSPs or district water management plans, as applicable, and the water resource development work program.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.2.1 Water Resource Development Projects

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 163,645	\$ 159,342	\$ 89,325	\$ 147,324	\$ 139,299	\$ (8,025)	-5.4%
Other Personal Services	\$ 6,992	\$ 14,348	\$ 5,615	\$ 13,810	\$ 16,104	\$ 2,294	16.6%
Contracted Services	\$ 21,907	\$ 1,950	\$ 2,035	\$ 222,462	\$ 481,187	\$ 258,725	116.3%
Operating Expenses	\$ 7,946	\$ 6,805	\$ 5,210	\$ 2,250	\$ 1,750	\$ (500)	-22.2%
Operating Capital Outlay	\$ 1,320	\$ 2,086	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 201,811	\$ 184,531	\$ 102,185	\$ 385,846	\$ 638,340	\$ 252,494	65.4%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 500	\$ 250,000	\$ -	\$ -	\$ 427,650	\$ -	\$ 678,150

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 134,991	\$ 4,308	\$ 139,299
Other Personal Services	\$ 15,556	\$ 548	\$ 16,104
Contracted Services	\$ 231,187	\$ 250,000	\$ 481,187
Operating Expenses	\$ 1,750	\$ -	\$ 1,750
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 383,484	\$ 254,856	\$ 638,340

Changes and Trends

With the exception of Contracted Services, this subactivity has generally remained consistent over the last five years. Beginning in FY 2014-2015, Contracted Services increased to begin the well construction and modeling work needed to support the RWSPs and other regional aquifer modeling projects.

Program and Activity Allocations

Budget Variances

The increase in expenditures for this activity in FY 2015-2016 are mainly reflected in Contracted Services (116.3 percent) to develop a new groundwater flow model and updates to the saltwater intrusion model for Region II, including construction of aquifer monitor wells. The aquifer level and water quality data obtained from the monitor wells will support both the RWSP and Regulatory Services. Other categories reflect minor changes, due to workload adjustments between full-time and part-time staff.

Major Budget Items

The major budget items are Contracted Services (\$481,187) followed by Salaries and Benefits (\$139,299). These support the District's Water Resource Development program, including data collection and groundwater model development in support of RWSPs and Regulatory Services.

Program and Activity Allocations

Water Supply Development Assistance (Subactivity 2.2.2)

This subactivity provides financial assistance for regional and local water supply development projects. Such projects may include the construction of facilities identified as “water supply development” pursuant to section 373.019(26), F.S. This subactivity also includes assistance provided to local governments and water utilities in their efforts to develop traditional and alternative water supply sources to meet demands or to address shortcomings in traditional sources. This can include assistance with reuse projects, regional system interconnection, alternative surface water sources, and other traditional or alternative activities that increase the long-term reliability of water resources.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.2.2 Water Supply Development Assistance

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 4,760	\$ 6,865	\$ 58,972	\$ 30,454	\$ 52,469	\$ 22,015	72.3%
Other Personal Services	\$ 217	\$ 49	\$ 386	\$ 398	\$ 398	\$ -	0.0%
Contracted Services	\$ 94,648	\$ 12,094	\$ -	\$ 1,200	\$ 600	\$ (600)	-50.0%
Operating Expenses	\$ 232	\$ 266	\$ 67	\$ 1,150	\$ 500	\$ (650)	-56.5%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ 4,627,450	\$ 341,785	\$ 5,873,100	\$ 15,019,701	\$ 13,877,793	\$ (1,141,908)	-7.6%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 4,727,308	\$ 361,059	\$ 5,932,525	\$ 15,052,903	\$ 13,931,760	\$ (1,121,143)	-7.4%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 45,883	\$ 13,877,793	\$ -	\$ -	\$ 21,627	\$ -	\$ 13,945,303

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 50,873	\$ 1,596	\$ 52,469
Other Personal Services	\$ 384	\$ 14	\$ 398
Contracted Services	\$ 600	\$ -	\$ 600
Operating Expenses	\$ 500	\$ -	\$ 500
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ 13,877,793	\$ 13,877,793
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 52,357	\$ 13,879,403	\$ 13,931,760

Program and Activity Allocations

Changes and Trends

Beginning in FY 2013-2014, significant investment in water supply development commenced and is reflected in increases to Interagency Expenditures as well as Salaries and Benefits. The FY 2015-2016 Tentative Budget for this activity has a significant decrease in nonrecurring expenditures for cooperative funding, reflecting reimbursements expected to be paid by the District for water supply development projects throughout Northwest Florida, especially within financially disadvantaged communities.

Budget Variances

The primary change is a net decrease in Interagency Expenditures of \$1,141,908 (7.6 percent), reflecting an increase of \$2,325,000 in new water supply development grants offset by a decrease of \$3,466,908 in reimbursements paid for existing water supply grants. Salaries and Benefits increase by 72.3 percent to \$52,469 to reflect planned expenditures for project management.

Major Budget Items

The major budget item for this activity is Interagency Expenditures (\$13,877,793), most of which is from Water Supply Development Assistance grants approved in FY 2013-2014 and FY 2014-2015. Of this amount, \$2,325,000 is for new water supply development grants in FY 2015-2016.

Program and Activity Allocations

Surface Water Projects (Activity 2.3)

This activity includes projects that restore or protect surface water quality, associated aquatic and wetland habitats, and related resources. It may also include projects that provide flood and resource protection, through the acquisition and improvement of land, construction of public works, and other activities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.3 - Surface Water Projects

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 595,008	\$ 579,592	\$ 498,895	\$ 497,145	\$ 450,148	\$ (46,997)	-9.5%
Other Personal Services	\$ 13,355	\$ 10,065	\$ 4,198	\$ 4,026	\$ 10,617	\$ 6,591	163.7%
Contracted Services	\$ 758,722	\$ 730,795	\$ 721,553	\$ 2,095,910	\$ 1,805,437	\$ (290,473)	-13.9%
Operating Expenses	\$ 2,391,712	\$ 323,469	\$ 39,698	\$ 248,786	\$ 53,371	\$ (195,415)	-78.5%
Operating Capital Outlay	\$ 7,999	\$ 68,736	\$ -	\$ 4,094	\$ -	\$ (4,094)	-100.0%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	
Interagency Expenditures (Cooperative Funding)	\$ 30,000	\$ 440,311	\$ 1,011,423	\$ 13,857,283	\$ 13,111,747	\$ (745,536)	-5.4%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 3,796,795	\$ 2,152,968	\$ 2,275,767	\$ 16,707,244	\$ 15,481,320	\$ (1,225,924)	-7.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 380,000	\$ -	\$ -	\$ -	\$ 15,219,356	\$ -	\$ 15,599,356

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 436,439	\$ 13,709	\$ 450,148
Other Personal Services	\$ 10,257	\$ 360	\$ 10,617
Contracted Services	\$ 1,650,437	\$ 155,000	\$ 1,805,437
Operating Expenses	\$ 53,371	\$ -	\$ 53,371
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ 50,000	\$ 50,000
Interagency Expenditures (Cooperative Funding)	\$ 111,125	\$ 13,000,622	\$ 13,111,747
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 2,261,629	\$ 13,219,691	\$ 15,481,320

Changes and Trends

Budgeted expenditures for this activity vary greatly between categories and from year to year. Some categories, like Salaries and Benefits, show a slowly decreasing trend over the last five years while other categories, such as Interagency Expenditures, have ranged from \$30,000 in FY 2011-2012 to \$13,857,283 in FY 2014-2015. Relatively consistent projects in this activity include water quality improvement projects for St. Andrew Bay and Apalachicola River and Bay, implementation of RESTORE Act-related stormwater and flood control projects, and FDOT Mitigation. With additional Legislative

Program and Activity Allocations

appropriations in FY 2014-2015, significant increases in Interagency Expenditures were budgeted for springs protection and restoration projects including: Agricultural BMP Cost Share Program in the Jackson Blue Springs contribution area; Wakulla Spring restoration, including wastewater retrofit and water quality improvement projects; and the Claiborne aquifer evaluation. Apalachicola River and Bay stormwater and water quality improvement activities were budgeted from carryover funding appropriated by the Legislature in FY 2013-2014. The overall slight reduction in this activity (5.4 percent) in FY 2015-2016 reflects completion of project activities in priority spring contribution areas and coastal areas; rescheduling some major construction activities to FY 2016-2017; and the addition of new springs restoration and protection funding from the FY 2015-2016 Legislative appropriation.

Budget Variances

The increase in planned expenditures for Other Personal Services reflects a realignment of OPS staff toward other priority activities, including a new two-year National Fish and Wildlife Foundation grant to update the seven major watersheds across Northwest Florida. The major budget decreases in Contracted Services (13.9 percent) and Operating Capital Outlay (100 percent) reflect completion of planned projects and a realignment of mitigation budgets.

Major Budget Items

The largest budget item is Interagency Expenditures of \$13,111,747, which supports new and continuing spring restoration and cooperative watershed protection and restoration projects. FDOT mitigation expenses, including large portions of Salaries and Benefits (\$450,148), Contracted Services (\$1,805,437), and Operating Expenses (\$53,371), are directed toward providing compensatory mitigation for wetland impacts incurred by FDOT transportation improvements. Mitigation activities include implementing restoration and monitoring plans pursuant to existing permits and developing mitigation for new projects for transportation impacts outside of private mitigation bank service areas. Additional major budget items in these categories reflect the NFWF grant noted above.

Program and Activity Allocations

Facilities Construction and Major Renovations (Activity 2.5)

This program is responsible for the design, construction, and significant renovation of all District support and administrative facilities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.5 - Facilities Construction and Major Renovations

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ -	\$ -	\$ 78,802	\$ 148,000	\$ 110,000	\$ (38,000)	-25.7%
Operating Capital Outlay	\$ -	\$ -	\$ 51,677	\$ 4,000	\$ 10,000	\$ 6,000	150.0%
Fixed Capital Outlay	\$ -	\$ -	\$ 116,432	\$ 218,000	\$ 120,000	\$ (98,000)	-45.0%
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ 246,911	\$ 370,000	\$ 240,000	\$ (130,000)	-35.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ 110,000	\$ 110,000
Operating Capital Outlay	\$ -	\$ 10,000	\$ 10,000
Fixed Capital Outlay	\$ -	\$ 120,000	\$ 120,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 240,000	\$ 240,000

Changes and Trends

Major construction/renovation improvements and repairs have been ongoing since FY 2013-2014 at the District's Headquarters office complex consisting of four buildings located near Midway. The buildings are about 40 years old and have significant structural, electrical, and other deficiencies that require attention. Continued renovations address safety for the District's employees, customers, and Governing Board members, as well as ensuring the maximum effective use of existing space. Renovations on the Governing Board room were completed in FY 2014-2015, resulting in the budget decrease for FY 2015-2016.

Program and Activity Allocations

In FY 2014-2015, Headquarters facility improvements include the replacement of a septic tank with hookups to city sewer and construction/renovations to a roof, sidewalk, and driveway. The District also expanded the District's Lands Division's Econfina Field Office facility in Youngstown by 1,200 square feet to accommodate a transfer of Lands staff from the Marianna field office to the Youngstown site. While the District constructed and owns the Marianna field office, the property is leased from the Jackson County Board of County Commissioners. An agreement has been drafted to donate the Marianna field office to, and terminate the lease with, the Board of County Commissioners as soon as the District vacates the facility by the end of FY 2014-2015. The FY 2015-2016 Tentative Budget has funding allocated for a concrete slab under a large barn structure that was protecting the old dilapidated, modular building that formerly housed forestry operations staff located at the Econfina field office. This structure will be used for the storage of equipment and materials being relocated from the Marianna field office.

Budget Variances

The FY 2015-2016 Tentative Budget for this activity proposes a decrease of \$130,000 with the anticipated outcome of completing many of the Headquarters improvements, Youngstown facility renovations, and closing of the Marianna office by the end of FY 2014-2015.

Major Budget Items

Operating Expenses (\$110,000) and Fixed Capital Outlay (\$120,000) are the main budget categories, due to the District's interest in addressing continued improvements to District support and administrative buildings, including \$20,000 for the above mentioned concrete slab.

Program and Activity Allocations

Other Acquisition and Restoration Activities (Activity 2.6)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.6 - Other Acquisition and Restoration Activities

Fiscal Year 2015-16

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ 1,513	\$ -	\$ 54,000	\$ 15,000	\$ (39,000)	-72.2%
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ 799,787	\$ 1,703,287	\$ 695,000	\$ (1,008,287)	-59.2%
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ 1,513	\$ 799,787	\$ 1,757,287	\$ 710,000	\$ (1,047,287)	-59.6%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 75,000	\$ 335,000	\$ -	\$ -	\$ 300,000	\$ -	\$ 710,000

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ 15,000	\$ 15,000
Operating Expenses	\$ -	\$ -	\$ -
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ 695,000	\$ 695,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 710,000	\$ 710,000

Changes and Trends

The FY 2015-2016 Tentative Budget is significantly reduced due to the expected completion of restoration and protection construction activities at Williford Spring and cooperative streambank restoration and protection projects with Washington County along Holmes Creek in FY 2014-2015. Funds proposed for the District's FY 2015-2016 Tentative Budget include carryover funding for cooperative streambank restoration and protection projects at Live Oak, Hightower Springs, and Spurling Landings along

Program and Activity Allocations

Holmes Creek with Washington County, due to high water levels that delayed construction on Holmes Creek. Streambank restoration and protection activities at Devil's Hole Spring on Econfina Creek and Cotton Landing on Holmes Creek were also postponed until late FY 2014-2015. These projects are planned for design in late FY 2014-2015 with permitting and construction planned for FY 2015-2016, subject to regulatory agency approval and fluctuating water levels on Econfina and Holmes Creek.

Budget Variances

Due to the planned completion of the Williford Spring project, the District's FY 2015-2016 Tentative Budget represents a significant FCO budget reduction from FY 2014-2015.

Major Budget Items

Fixed Capital Outlay makes up 98 percent of this activity's budget. These funds will support spring restoration and protection activities benefitting the Holmes and Econfina Creek systems.

Program and Activity Allocations

Technology and Information Services (Activity 2.7)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

2.7 - Technology and Information Services

Fiscal Year 2015-16

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ 88,475	\$ 28,851	\$ (59,624)	-67.4%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ 40,945	\$ 2,596	\$ (38,349)	-93.7%
Operating Expenses	\$ -	\$ 1,692	\$ 33,393	\$ 83,379	\$ 42,559	\$ (40,820)	-49.0%
Operating Capital Outlay	\$ -	\$ -	\$ 15,114	\$ 41,540	\$ 5,506	\$ (36,034)	-86.7%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ 1,692	\$ 48,507	\$ 254,339	\$ 79,512	\$ (174,827)	-68.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ 86,990	\$ -	\$ 86,990

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 28,851	\$ 886	\$ 29,737
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 2,596	\$ -	\$ 2,596
Operating Expenses	\$ 42,559	\$ -	\$ 42,559
Operating Capital Outlay	\$ 5,506	\$ -	\$ 5,506
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 78,626	\$ 886	\$ 79,512

Program and Activity Allocations

Changes and Trends

Significant investments were made in technology improvements in FY 2014-2015. The reductions proposed in FY 2015-2016 reflect the nonrecurring nature of hardware and software purchases so that the focus has transitioned to maintenance and less costly upgrades, development, and replacements.

Budget Variances

The FY 2015-2016 Tentative Budget reflects the improved allocation of recurring IT costs related to the program areas and the need to support existing technologies, which requires both software and hardware to maintain services and infrastructure. Decreases across Contracted Services (93.7 percent), Operating Expenses (49.0 percent), and Operating Capital Outlay (86.7 percent) are due to the removal of nonrecurring costs in FY 2014-2015. Specifically, Contracted Services decrease due to completed projects, including discontinued use of consultant fees for external website development, Oracle database upgrade, and SharePoint implementation. Decreases in Operating Expenses and Operating Capital Outlay are due to a large one-time investment in FY 2014-2015 for desktop and laptop computers, as well as servers and network hardware. The one time purchase was nonrecurring and enabled the District to upgrade to current technology demands while transitioning to a five-year replacement cycle going forward.

Major Budget Items

Operating Expenses (\$42,559) make up the majority of this activity's budget, which address replacement of and updates to desktops, monitors, and wireless devices.

Program and Activity Allocations

Operations and Maintenance of Lands and Works (Program 3.0)

This program includes all operation and maintenance of facilities; flood control and water supply structures; lands; and other works authorized by Chapter 373, F.S.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

3.0 Operation and Maintenance of Lands and Works

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 875,809	\$ 1,101,750	\$ 1,176,239	\$ 1,230,856	\$ 1,336,632	\$ 105,776	8.6%
Other Personal Services	\$ 37,879	\$ 33,931	\$ 32,240	\$ 38,769	\$ 35,565	\$ (3,204)	-8.3%
Contracted Services	\$ 1,154,637	\$ 824,200	\$ 708,763	\$ 997,606	\$ 950,902	\$ (46,704)	-4.7%
Operating Expenses	\$ 674,606	\$ 700,719	\$ 836,805	\$ 1,256,796	\$ 1,285,113	\$ 28,317	2.3%
Operating Capital Outlay	\$ 9,273	\$ 68,736	\$ 79,549	\$ 193,510	\$ 224,230	\$ 30,720	15.9%
Fixed Capital Outlay	\$ 56,315	\$ 25,449	\$ 20,934	\$ 135,000	\$ 80,000	\$ (55,000)	-40.7%
Interagency Expenditures (Cooperative Funding)	\$ 22,637	\$ 10,724	\$ 8,246	\$ 8,000	\$ 8,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 2,831,156	\$ 2,765,509	\$ 2,862,776	\$ 3,860,537	\$ 3,920,442	\$ 59,905	1.6%

SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 1,203,132	\$ 15,795	\$ -	\$ -	\$ -	\$ -	\$ 1,218,927
Other Personal Services	\$ 35,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,565
Contracted Services	\$ 788,765	\$ 128,377	\$ -	\$ -	\$ -	\$ -	\$ 917,142
Operating Expenses	\$ 550	\$ 190,552	\$ -	\$ -	\$ 825,000	\$ -	\$ 1,016,102
Operating Capital Outlay	\$ 80,000	\$ 141,230	\$ -	\$ -	\$ -	\$ -	\$ 221,230
Fixed Capital Outlay	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Interagency Expenditures (Cooperative Funding)	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 2,395,529	\$ 598,334	\$ -	\$ -	\$ 825,000	\$ -	\$ 3,818,863

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	16.0	\$ 857,875	\$ 1,277,806	\$ 58,826	\$ 1,336,632
Other Personal Services	1.5	\$ 30,258	\$ 34,358	\$ 1,207	\$ 35,565
Contracted Services	-	\$ -	\$ 864,902	\$ 86,000	\$ 950,902
Operating Expenses			\$ 1,049,692	\$ 235,421	\$ 1,285,113
Operating Capital Outlay			\$ 41,730	\$ 182,500	\$ 224,230
Fixed Capital Outlay			\$ 40,000	\$ 40,000	\$ 80,000
Interagency Expenditures (Cooperative Funding)			\$ 8,000	\$ -	\$ 8,000
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 3,316,488	\$ 603,954	\$ 3,920,442

WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Tentative) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	14.0	14.0	16.0	16.0	16.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	4.0	1.5	1.5	1.5	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	18.0	18.0	17.5	17.5	17.5	0.0	0.00%

Program and Activity Allocations

Changes and Trends

Under Florida's land acquisition programs, the District has purchased 211,149 acres to conserve and protect natural and water resources throughout the Panhandle, including river floodplains; headwater wetlands; coastal marshes and springs; and bottomland hardwood and associated upland forests. Every acre of District-owned land is available to the general public for a wide variety of resource-based recreational purposes, while also achieving the District's primary acquisition purpose of protecting water resources.

In FY 2015-2016, the District continues to focus its land management program on the protection and enhancement of natural systems through integrated land and water resource management programs. This includes the continued harvest of non-native sand pine timber and the restoration to natural longleaf pine habitat, as well as conducting prescribed burns and providing enhanced public access and recreation on District lands. Specifically, the restoration and protection of Florida's springs and springs-related waterbodies and the restoration and protection of Holmes and Econfina Creek shorelines.

Program expenses have been fairly consistent over the past several years. Land management represents a large percentage of this program's budget. Overall, Salaries and Benefits and Contracted Services continue to be a significant expense as demonstrated by the past several years in comparison to Fixed Capital Outlay which can vary significantly from year to year.

Regarding the lands management database, the District plans to upgrade to a new software version of F4 Tech's SilviAssist (at no cost), store land management database information into the "Cloud" for easier data access and storage, and conduct training sessions with F4 Tech for the input of new field data by District staff and administrative reporting. In the FY 2015-2016 Tentative Budget, the District plans to evaluate and consider the implementation of a pine harvest allocation program and the development of other databases in concert with District GIS staff to improve prescribed burning and track and manage infrastructure repair and maintenance activities for District lands.

Budget Variances

The FY 2015-2016 Tentative Budget reflects an increase in Salaries and Benefits (8.6 percent), while Other Personal Services decrease slightly (8.3 percent). Both adjustments are primarily due to the reallocation of Lands staff from FDOT mitigation properties to other District lands for habitat restoration activities, as well as the allocation of IT and other District staff who assist with the land management program. Contracted Services reflect a 4.7 percent reduction primarily due to fewer expenses in Technology and Information Services. A large portion of this decrease is due to completion of the timber inventories of pine resources on District lands in the Apalachicola, Econfina, Choctawhatchee and Holmes Creek, and Chipola River WMAs and the Lafayette Creek tract for the land management database.

Operating Expenses increase slightly (2.3 percent), in part because of planned purchase and installation for signs on District lands. Operating Capital Outlay increases by 15.9 percent mainly for the purchase of tillage equipment for a tractor and a flatbed truck for the West Region's land management activities. Fixed Capital Outlay decreases

Program and Activity Allocations

primarily because materials for streambank restoration projects in the Econfina and Holmes Creek WMAs have been purchased and the streambank restoration at Devil's Hole swallet is substantially complete.

Major Budget Items

Salaries and Benefits continue to be the foundation for supporting the Operations and Maintenance of Land and Works at 34.1 percent (\$1,336,632) of this program's budget. This is followed by Operating Expenses at 32.8 percent (\$1,285,113), which include day-to-day expenditures for land management, facilities, fleet services, and technology and information services.

Program and Activity Allocations

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

3.0 Operation and Maintenance of Lands and Works

Fiscal Year 2015-16

Tentative Budget - August 1, 2015

FY 2014-15 Budget (Current-Amended)					17.50	\$	3,860,537
Reductions							
Issue	Description	Issue Amount	Workforce	Category	Subtotal		
Salaries and Benefits					33,747		
1	Realignment of labor costs among activities and programs	33,747					
Other Personal Services					9,485		
2	Removal of volunteer workers compensation and realignment of labor costs between land management and mitigation	9,485					
Contracted Services					205,174		
3	Decrease in IT contract costs, since timber inventories for the land management database are complete as well as the first phase of the database's development	85,000					
4	Decrease in IT contractual services to support primarily maintenance activity of installed technologies	46,806					
5	Decrease in land improvement budget from less acreage for vegetation management for Choctawhatchee River WMA, aerial ignition burn completed at Garcon Point in FY 2014-15, decrease in recreational site cleanup due to donation of Grassy Point to DEP/Board of Trustees of the Internal Improvement	23,750					
6	Decrease in contract amount with DACS for managing forests for increased water yield	22,161					
7	Decrease in acreage for vegetation management on Choctawhatchee River WMA	10,100					
8	Reallocation of other environmental services and other professional services budget	9,000					
9	Reduction in contracted services for the Division of Resource Management and in legal counsel for Division of Lands Management to align with actual expenses	5,200					
10	Cancellation of security services at Marianna Field Office due to office closure and reduction in security services for Chipola River WMA based on contract amount	3,157					
Operating Expenses					208,414		
11	Decrease in road and bridge supplies based on past spending patterns	71,500					
12	Decrease in Division of Lands Management for various operational expenses to align with past spending patterns, including staff travel, training; repair and maintenance on vehicles, buildings, and recreation sites; licenses and certificates; printing and copying; herbicides; office/safety/grounds/shop supplies; utility costs; parts and supplies; tires and tubes; and fuel	52,342					
13	Decrease in tubelings and seedlings - no reforestation in the Choctawhatchee River WMA	30,250					
14	Decrease in other field and technical supplies - no aerial burned planned for Garcon Point WMA, and decreased based on prior year expenses	18,000					
15	Decrease in computer software to reflect minimum investment in new software technology after a 2 year increased investment period	12,552					
16	Decrease in rentals and leases for field equipment and other such leases - no reforestation activities in the Choctawhatchee River WMA, no needs identified for Apalachicola River WMA	11,200					
17	Decrease in computer software needs and related supplies and smaller operating expenses	10,570					
18	Decrease in laboratory testing - not testing wiregrass seed, cost moved to mitigation project, and decreased based on prior year expenses	2,000					
Operating Capital Outlay					35,921		
19	Decrease in computer hardware to reflect new allocation model of computer hardware to align by program areas	25,221					
20	Decrease in Land Management fire suppression, survey, and measuring equipment costs	7,000					
21	Decrease in budget based on historical spending patterns for office equipment costs	3,700					
Fixed Capital Outlay					55,000		
22	Completed (non-capital) streambank restoration and protection at Live Oak Landing and Devil's Hole swallet	25,000					
23	Transfer of budget for resource protection and improvements to a different category to correctly record expenses	25,000					
24	Pavilions & Other Structures - no new pavilions are planned at Econfina Creek WMA	5,000					
Interagency Expenditures (Cooperative Funding)					-		
Debt					-		
Reserves					-		
TOTAL REDUCTIONS					0.00		547,741

Program and Activity Allocations

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

3.0 Operation and Maintenance of Lands and Works

Fiscal Year 2015-16

Tentative Budget - August 1, 2015

New Issues					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					139,523
1	Extra pay period, retirement leave payouts, and realignment of labor costs across programs	139,523			
Other Personal Services					6,281
2	Realignment of labor costs between land management and mitigation projects	6,281			
Contracted Services					158,470
3	Increase for land improvements, such as tree planting at Chipola River WMA; and tree planting, chemical site prep and sand pine eradication at Econfinia Creek WMA	108,420			
4	Increase in beaver/hog control at Econfinia Creek WMA and in contract with FWC for Sand Hills Lake Mitigation Bank	25,250			
5	Increase for hazardous tree removal at recreational sites and to complete the land management plan on Brunson Landing tract	15,000			
6	Estimated increase due to improved fire alarm monitoring and use of swipe cards at headquarter buildings	8,000			
7	Increase in legal counsel needs in the Econfinia Creek WMA	1,000			
8	Delayed janitorial cost increase until FY 2015-2016	500			
9	New DEP annual administration fee for managing Brunson Landing	300			
Operating Expenses					236,731
10	Increase in miscellaneous supplies that are nonrecurring for new signs and materials for installing signs, recreation items (grills, picnic tables) and gates	119,875			
11	Repair and maintenance costs for 30+ year old headquarter buildings, including improvements to fire alarm/security system and air conditioning units	37,100			
12	Increase in IT online, repair, and maintenance costs for additional hardware and software purchased in last 2 years, including for the Land Management Database and Jetpack for SilviAssist Cloud	19,504			
13	Increase in road and bridge supplies at Econfinia Creek WMA	17,000			
14	Increase for reforestation (tubelings & seedlings) at Chipola River WMA and Econfinia Creek WMA	10,700			
15	Estimated sewer and electrical cost increases related to sewer hookup (decommissioned two septic tanks) at headquarters	8,200			
16	Increase in Division of Lands Management for various operational expenses to align with past spending patterns, including repair and maintenance of field office items, dumpster usage, fire boot needs, field supplies, training costs, fuel/chemicals at Brunson Landing	7,590			
17	Increase in recreation site repair and maintenance, including the toilet at Burnt Sock Landing and for Perdido River WMA cleanup, and portable toilet at Brunson Landing	6,050			
18	Additional trees and shrubs for loop trail at Williford Spring	4,000			
19	Increase for buildings/contents/general liability insurance	3,186			
20	Computer equipment increase to accommodate for each division's computer equipment purchases, e.g., mice, keyboard, and discs	1,746			
21	Increase for a refrigerated trailer for reforestation activities at Chipola River WMA	1,000			
22	Increase for fuel, copier/printer leases, one cell phone for maintenance superintendent, and and vehicle parts/supplies at headquarters, based on past spending patterns	780			
Operating Capital Outlay					66,641
23	Purchase of an F550 flatbed truck for West Region	45,000			
24	Purchase of forge units (survey/measuring equipment) for Land Management Database	13,000			
25	Four laptops for field staff and increase in printer needs	6,141			
26	Need for a utility trailer - tandem-axle trailer for East Region	2,500			
Fixed Capital Outlay					-
Interagency Expenditures (Cooperative Funding)					-
Debt					-
Reserves					-
TOTAL NEW ISSUES			0.00		607,646
3.0 Operation and Maintenance of Lands and Works					
Total Workforce and Tentative Budget for FY 2015-16			17.50		\$3,920,442

Program and Activity Allocations

Land Management (Activity 3.1)

Activities related to the Florida Forever program and FDOT mitigation include maintenance, public use improvements and restoration efforts for lands acquired through Save Our Rivers, Preservation 2000, Florida Forever or other land acquisition programs.

Under Florida's land acquisition programs, the District has purchased 211,149 acres to conserve and protect natural and water resources throughout the Panhandle, including river floodplains, headwater wetlands, coastal marshes, springs, bottomland hardwood, and associated upland forests. Every acre of District-owned land is available to the general public for a wide variety of resource-based recreational purposes, while also achieving the District's primary acquisition purpose of protecting water resources.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

3.1 - Land Management

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current - Tentative)	% of Change (Current - Tentative)
Salaries and Benefits	\$ 786,768	\$ 977,909	\$ 1,063,695	\$ 966,057	\$ 1,053,383	\$ 87,326	9.0%
Other Personal Services	\$ 31,706	\$ 33,931	\$ 32,240	\$ 38,769	\$ 35,565	\$ (3,204)	-8.3%
Contracted Services	\$ 1,124,460	\$ 779,589	\$ 557,978	\$ 777,026	\$ 856,828	\$ 79,802	10.3%
Operating Expenses	\$ 485,891	\$ 486,641	\$ 466,297	\$ 866,450	\$ 851,773	\$ (14,677)	-1.7%
Operating Capital Outlay	\$ 9,273	\$ 68,736	\$ -	\$ 125,000	\$ 165,500	\$ 40,500	32.4%
Fixed Capital Outlay	\$ 49,215	\$ 25,449	\$ 20,934	\$ 135,000	\$ 80,000	\$ (55,000)	-40.7%
Interagency Expenditures (Cooperative Funding)	\$ 22,637	\$ 10,724	\$ 8,246	\$ 8,000	\$ 8,000	\$ -	0.0%
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,509,950	\$ 2,382,979	\$ 2,149,390	\$ 2,916,302	\$ 3,051,049	\$ 134,747	4.6%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 2,189,699	\$ 459,914	\$ -	\$ -	\$ 680,474	\$ -	\$ 3,330,087

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,007,577	\$ 45,806	\$ 1,053,383
Other Personal Services	\$ 34,358	\$ 1,207	\$ 35,565
Contracted Services	\$ 810,828	\$ 46,000	\$ 856,828
Operating Expenses	\$ 656,352	\$ 195,421	\$ 851,773
Operating Capital Outlay	\$ 2,000	\$ 163,500	\$ 165,500
Fixed Capital Outlay	\$ 40,000	\$ 40,000	\$ 80,000
Interagency Expenditures (Cooperative Funding)	\$ 8,000	\$ -	\$ 8,000
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 2,559,115	\$ 491,934	\$ 3,051,049

Program and Activity Allocations

Changes and Trends

Salaries and Benefits increase slightly as Lands staff are allocated between mitigation (in Program 2) and IT projects. Other Personal Services decrease as OPS staff are reallocated each year between land management and mitigation activities and operations, based on planned activities. Contracted Services increase due to growth in habitat restoration activities. Operating Expenses decrease nominally due to a reduction in road and bridge repair materials. Operating Capital Outlay increases due to the expected purchase of heavy equipment and a field truck, while Fixed Capital Outlay decreases significantly as the District reduces its need to purchase geotechnical materials for continued springs-related streambank restoration and protection activities.

Budget Variances

The District's FY 2015-2016 Tentative Budget for land management activities increases by 4.6 percent from FY 2014-2015. Decreases in Other Personal Services (8.3 percent), Operating Expenses (1.7 percent), and FCO (40.7 percent) are offset by increases in Salaries and Benefits (9.0 percent), Contracted Services (10.3 percent), and Operating Capital Outlay (32.4 percent).

Major Budget Items

Salaries and Benefits continue to be the foundation for supporting the management and maintenance of District lands at 34.5 percent (\$1,053,383) of the FY 2015-2016 Tentative Budget. Other key land management budget components consist of Contracted Services at 28.1 percent (\$856,828), which continues to be essential to the restoration, enhancement, and maintenance of District lands. Examples include law enforcement and security services for resource protection, recreation site cleanup and maintenance services, cooperative land management services with other agencies, such as FWC, and other miscellaneous services. Operating Expenses represent 27.9 percent (\$851,773), which include day-to-day expenditures for land management operations, maintenance, and repairs.

Program and Activity Allocations

Works (Activity 3.2)

This program is responsible for the maintenance of flood control and water supply system infrastructure, such as canals, levees, pump stations, and water control structures. This includes electronic telemetry communication and control activities. This activity is limited to providing for operation and maintenance of the Lake Jackson Regional Stormwater Treatment Facility, the only public work owned by the District.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

3.2 - Works

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 549	\$ 3,149	\$ 814	\$ 4,018	\$ 1,872	\$ (2,146)	-53.4%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ 2,850	\$ -	\$ 6,200	\$ 3,000	\$ (3,200)	-51.6%
Operating Expenses	\$ 406	\$ 393	\$ 408	\$ 1,000	\$ 550	\$ (450)	-45.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 955	\$ 6,392	\$ 1,222	\$ 11,218	\$ 5,422	\$ (5,796)	-51.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 5,901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,901

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,815	\$ 57	\$ 1,872
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 3,000	\$ -	\$ 3,000
Operating Expenses	\$ 550	\$ -	\$ 550
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 5,365	\$ 57	\$ 5,422

Program and Activity Allocations

Changes and Trends

None

Budget Variances

The budget reflects a decrease in staff expenditures (53.4 percent) and contractual expenditures (51.6 percent) reflecting actual costs to manage repairs and maintenance of the District's stormwater management facility.

Major Budget Items

No major budget items.

Program and Activity Allocations

Facilities (Activity 3.3)

This activity involves the operation and maintenance of District support and administrative buildings and grounds.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

3.3 - Facilities

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 88,492	\$ 108,557	\$ 107,218	\$ 109,885	\$ 117,705	\$ 7,820	7.1%
Other Personal Services	\$ 6,173	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 30,177	\$ 21,767	\$ 21,898	\$ 25,260	\$ 33,760	\$ 8,500	33.7%
Operating Expenses	\$ 110,280	\$ 181,736	\$ 218,237	\$ 182,104	\$ 221,568	\$ 39,464	21.7%
Operating Capital Outlay	\$ -	\$ -	\$ 2,532	\$ 6,700	\$ 3,000	\$ (3,700)	-55.2%
Fixed Capital Outlay	\$ 7,100	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 242,222	\$ 312,060	\$ 349,885	\$ 323,949	\$ 376,033	\$ 52,084	16.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 109,748	\$ 7,957	\$ 117,705
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 33,760	\$ -	\$ 33,760
Operating Expenses	\$ 191,568	\$ 30,000	\$ 221,568
Operating Capital Outlay	\$ 3,000	\$ -	\$ 3,000
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 338,076	\$ 37,957	\$ 376,033

Program and Activity Allocations

Changes and Trends

Budget is for routine maintenance, including staff salaries; outsourced contracts for janitorial, security, major electrical, and plumbing repairs, etc.; and supplies and materials for routine facilities and grounds maintenance. The increase is mostly for nonrecurring needs.

Budget Variances

The main budget increase for Facilities costs is the purchase and related annual service costs associated with installing a new fire alarm system to update the nearly 20-year-old equipment. Additional increases in Operating Expenses are for repair and maintenance costs to Headquarter facilities, all of which are over 30 years old, as well as budget to cover the new annual sewer service fee from having replaced two septic tanks at District Headquarters with a new sewer line. A small increase for building/general liability insurance is also included.

Major Budget Items

Operating Expenses make up \$221,568 or more than half of the \$367,033 budgeted for this activity. Maintenance, electric, solid waste, water, liability insurance, security, small repairs, and the phone system are the main charges in this category. Salaries and Benefits of \$117,705 provide for two full-time positions that handle repairs, maintenance, and management of facilities, grounds, and fleet at District Headquarters and field offices.

Program and Activity Allocations

Fleet Services (Activity 3.6)

Fleet Services is associated with the on-road vehicles owned by the District and provided for staff use. All costs of the fleet, including repair, maintenance, tires, and fuel, are paid from this category.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

3.6 - Fleet Services

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 78,029	\$ 30,250	\$ 47,451	\$ 45,911	\$ 47,443	\$ 1,532	3.3%
Operating Capital Outlay	\$ -	\$ -	\$ 34,887	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 78,029	\$ 30,250	\$ 82,338	\$ 45,911	\$ 47,443	\$ 1,532	3.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 47,443	\$ -	\$ 47,443
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 47,443	\$ -	\$ 47,443

Program and Activity Allocations

Changes and Trends

Fleet expenses have been consistently steady for the last several years and the budget for FY 2015-2016 continues this trend. The one-time Operating Capital Outlay increase in FY 2013-2014 was for the purchase of a pool vehicle.

Budget Variances

The increase in Operating Expenses is to address repair and maintenance needs of the District's 10 pool vehicles.

Major Budget Items

For FY 2014-2015 and FY 2015-2016, Fleet Services is completely budgeted using the category of Operating Expenses (\$47,443), mainly covering vehicle insurance and fuel costs.

Program and Activity Allocations

Technology and Information Services (Activity 3.7)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

3.7 - Technology and Information Services

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ 12,135	\$ 4,512	\$ 150,896	\$ 163,672	\$ 12,776	8.5%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ 19,994	\$ 128,887	\$ 189,120	\$ 57,314	\$ (131,806)	-69.7%
Operating Expenses	\$ -	\$ 1,699	\$ 104,412	\$ 161,331	\$ 163,779	\$ 2,448	1.5%
Operating Capital Outlay	\$ -	\$ -	\$ 42,130	\$ 61,810	\$ 55,730	\$ (6,080)	-9.8%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ 33,828	\$ 279,941	\$ 563,157	\$ 440,495	\$ (122,662)	-21.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 199,929	\$ 138,420	\$ -	\$ -	\$ 144,526	\$ -	\$ 482,875

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 158,666	\$ 5,006	\$ 163,672
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 17,314	\$ 40,000	\$ 57,314
Operating Expenses	\$ 153,779	\$ 10,000	\$ 163,779
Operating Capital Outlay	\$ 36,730	\$ 19,000	\$ 55,730
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 366,489	\$ 74,006	\$ 440,495

Changes and Trends

Beginning in FY 2013-2014 and continuing through FY 2014-2015, significant investments were made in technology improvements. In addition, beginning in FY 2014-2015, IT salaries and benefits were directly charged to divisions. The reductions proposed in the FY 2015-2016 Tentative Budget reflect the nonrecurring nature of hardware and software purchases so that the focus has transitioned to maintenance and less costly upgrades, development, and replacements.

Program and Activity Allocations

The FY 2015-2016 Tentative Budget continues to refine a multi-year project effort to develop and support a land management database. The development of this database is vital to the efficient and effective management of District lands, especially to help determine the long-term growth and yield of pine and accessible mixed bottomland hardwood timber resources, which provide revenue generation that helps fund the District's land management program.

Beginning in late FY 2014-2015 and continuing into FY 2015-2016, the District plans to upgrade to a new software version of F4 Tech's SilviAssist (at no cost), store land management database information into the "Cloud" for easier data access and storage and conduct training sessions with F4 Tech for the input of new field data into the system and administrative reporting. In the FY 2015-2016 Tentative Budget, the District plans to evaluate and consider the implementation of a pine timber harvest allocation program and develop databases to improve prescribed burning and track and manage infrastructure repair and maintenance activities for District lands.

Budget Variances

Salaries and Benefits increase slightly by 8.5 percent in the FY 2015-2016 Tentative Budget. Contracted Services decrease significantly by 69.7 percent as IT transitions to maintenance and less costly upgrades, development, and replacements. Operating Expenses increase nominally by 1.5 percent and Operating Capital Outlay decreases by 9.8 percent. The Program's budget decreases overall by 21.8 percent.

Major Budget Items

The District's FY 2015-2016 Tentative Budget for land management IT plans are for staff training and to evaluate and consider the implementation of a pine harvest allocation program. Major budget items are Salaries and Benefits (\$163,672) for IT staff time and Operating Expenses (\$163,779) for online data services and software and server maintenance costs.

Program and Activity Allocations

Regulation (Program 4.0)

This program includes water use permitting; water well permitting; water well contractor licensing; environmental resource and surface water management permitting; permit administration, compliance and enforcement; and any delegated regulatory program.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

4.0 Regulation

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 2,352,643	\$ 2,273,321	\$ 2,248,676	\$ 2,672,427	\$ 2,658,441	\$ (13,986)	-0.5%
Other Personal Services	\$ 39,664	\$ 77,691	\$ 193,620	\$ 271,751	\$ 264,477	\$ (7,274)	-2.7%
Contracted Services	\$ 222,002	\$ 159,240	\$ 161,087	\$ 273,462	\$ 188,129	\$ (85,333)	-31.2%
Operating Expenses	\$ 736,686	\$ 451,365	\$ 572,794	\$ 710,914	\$ 680,364	\$ (30,550)	-4.3%
Operating Capital Outlay	\$ -	\$ -	\$ 68,341	\$ 156,733	\$ 73,461	\$ (83,272)	-53.1%
Fixed Capital Outlay	\$ -	\$ 7,138	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 3,350,996	\$ 2,968,755	\$ 3,244,518	\$ 4,085,287	\$ 3,864,872	\$ (220,415)	-5.4%

SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 1,417,348	\$ -	\$ -	\$ -	\$ 1,212,081	\$ 29,012	\$ 2,658,441
Other Personal Services	\$ 48,010	\$ -	\$ -	\$ -	\$ 216,467	\$ -	\$ 264,477
Contracted Services	\$ 115,880	\$ -	\$ -	\$ -	\$ 72,249	\$ -	\$ 188,129
Operating Expenses	\$ 318,804	\$ -	\$ -	\$ -	\$ 361,560	\$ -	\$ 680,364
Operating Capital Outlay	\$ 38,566	\$ -	\$ -	\$ -	\$ 34,895	\$ -	\$ 73,461
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 2,314,457	\$ -	\$ -	\$ -	\$ 2,263,460	\$ 36,444	\$ 4,614,361

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	32.0	\$ 2,015,158	\$ 2,579,208	\$ 79,233	\$ 2,658,441
Other Personal Services	5.0	\$ 218,840	\$ 256,257	\$ 8,220	\$ 264,477
Contracted Services	-	\$ -	\$ 148,129	\$ 40,000	\$ 188,129
Operating Expenses			\$ 680,364	\$ -	\$ 680,364
Operating Capital Outlay			\$ 73,461	\$ -	\$ 73,461
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 3,737,419	\$ 127,453	\$ 3,864,872

WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Tentative) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	46.0	36.0	33.0	32.0	32.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Other Personal Services	4.0	3.0	5.0	5.0	5.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
TOTAL WORKFORCE	50.0	39.0	38.0	37.0	37.0	0.0	0.0%

Program and Activity Allocations

Changes and Trends

The e-Permitting and e-Regulatory automated database is operational for Water Use Permitting and Environmental Resource and Surface Water Permitting. This enables the District's customers to apply for new permits, check the status of permit applications, and access information about existing permits using the Internet from their home or office. Staff is able to evaluate applications and manage the permitting process in a shared database environment which has greatly increased efficiency. The Water Well Construction Permitting is scheduled to be functioning in FY 2015-2016. The division reorganized in FY 2014-2015 to add a new Bureau for Performance and Compliance Improvement at minimal additional cost. This new Bureau is focused on assisting customers in being more compliant with applicable rules and statutes as well as improving District business processes and metrics.

Budget Variances

The main variances for this Program are the decreases in Contracted Services (31.2 percent) and Operating Capital Outlay (53.1 percent). These reductions are attributable to fewer DEP lab costs, costs for contract well owner drillers, and Information Technology expenses.

Major Budget Items

The Regulatory Program's major budget category is Salaries and Benefits (\$2,658,441) which supports three significant functions: Water Use Permitting; Environmental Resource Permitting, including the District's Dam Safety Inspection Program, and Well Construction Permitting. Staff is able to respond to questions from the public, review and grant permit applications, issue recommendations, assist customers in complying with permit conditions, and pursue enforcement if needed.

Program and Activity Allocations

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

4.0 Regulation

Fiscal Year 2015-16

Tentative Budget - August 1, 2015

FY 2014-15 Budget (Current-Amended)				37.00	\$	4,085,287
Reductions						
Issue	Description	Issue Amount	Workforce	Category	Subtotal	
Salaries and Benefits			0.00		13,986	
1	Reductions from Senior Management Class status, employee benefit selections, reallocation of hours across projects, and a transfer during the year of a position to Accounting	13,986				
Other Personal Services					7,274	
2	Decrease from a reallocation of Division of Resource Management staff hours to Regulatory Division and employee benefit selections	7,274				
Contracted Services					127,961	
3	Decrease in IT contractual services to support primarily maintenance activity of installed technologies	127,961				
Operating Expenses					63,123	
4	Decrease in IT travel, training, and computer equipment to align current budget with previous year actual expenditures	28,891				
5	Decrease in computer software to reflect minimum investment in new software technology after a 2 year increased investment period	34,232				
Operating Capital Outlay					83,272	
6	Decrease in computer hardware to reflect new allocation of computer hardware to align by program areas	83,179				
7	Decrease in IT's printer needs to align budget with previous year actual expenditures	93				
Fixed Capital Outlay					-	
Interagency Expenditures (Cooperative Funding)					-	
Debt					-	
Reserves					-	
TOTAL REDUCTIONS			0.00		295,616	
New Issues						
Issue	Description	Issue Amount	Workforce	Category	Subtotal	
Salaries and Benefits					-	
Other Personal Services					-	
Contracted Services					42,628	
1	Online and credit card bank fees for on-line permitting and Statement of Estimated Regulatory Costs (SERC) for 40A-3 rule revision	42,628				
Operating Expenses					32,573	
2	Training for new database, banking fees for new database, safety supplies, copy machines, maintenance of older vehicles, alignment of field office expenses closer to actuals	22,375				
3	Increase in online data services to support dedicated link to St. Johns River WMD for e-permtting application	4,177				
4	Increase in repair and maintenance for additional hardware and software purchased in last 2 years	6,021				
Operating Capital Outlay					-	
Fixed Capital Outlay					-	
Interagency Expenditures (Cooperative Funding)					-	
Debt					-	
Reserves					-	
TOTAL NEW ISSUES			0.00		75,201	
4.0 Regulation						
Total Workforce and Tentative Budget for FY 2015-16			37.00	\$	3,864,872	

Program and Activity Allocations

Water Use Permitting (Activity 4.1)

Activity 4.1, Water Use Permitting (WUP), includes the review, issuance, renewal and enforcement of water use permits.

Chapter 40A-2, FAC, addresses the District's legislative mandate to provide for the management of ground and surface water withdrawals. The purpose of the program is to ensure that all reasonable beneficial uses of water are provided for while protecting users, the environment, and the long-term viability of the resource.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

4.1 - Consumptive Use Permitting

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 389,364	\$ 470,119	\$ 532,811	\$ 635,628	\$ 591,173	\$ (44,455)	-7.0%
Other Personal Services	\$ 18,294	\$ 26,541	\$ 5,128	\$ 5,767	\$ 24,005	\$ 18,238	316.2%
Contracted Services	\$ 44,291	\$ 58,251	\$ 1,016	\$ 2,000	\$ 2,500	\$ 500	25.0%
Operating Expenses	\$ 314,163	\$ 20,039	\$ 11,163	\$ 16,400	\$ 16,230	\$ (170)	-1.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 766,111	\$ 574,950	\$ 550,118	\$ 659,795	\$ 633,908	\$ (25,887)	-3.9%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 791,504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 791,504

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 573,308	\$ 17,865	\$ 591,173
Other Personal Services	\$ 23,383	\$ 622	\$ 24,005
Contracted Services	\$ 2,500	\$ -	\$ 2,500
Operating Expenses	\$ 16,230	\$ -	\$ 16,230
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 615,421	\$ 18,487	\$ 633,908

Program and Activity Allocations

Changes and Trends

The District continues to work with DEP to increase regulatory consistency in the WUP program. WUP has acquired an e-Permitting capability which has improved response time and overall staff productivity.

Budget Variances

For FY 2015-2016, the Tentative Budget decreases by 3.9 percent from FY 2014-2015. The 7.0 percent decrease in Salaries and Benefits is due to rate adjustments and benefit selections for new employees. The 316.2 percent increase in Other Personal Services is due to increasing the hours charged to this activity and reducing hours charged for Water Well Construction. Contracted Services increase 25 percent due to fees associated with the new e-Permitting and e-Regulatory database. Operating Expenses decrease by 1.0 percent by aligning budget with historical spending patterns.

Major Budget Items

Personnel costs make up the majority of this activity's expenses providing staff to answer questions from the public, review applications, issue recommendations, and enforce permit conditions.

Program and Activity Allocations

Water Well Construction Permitting and Contractor Licensing (Activity 4.2)

The Water Well Program includes the review, issuance, and enforcement of water well permits and the regulation of contractor licensing.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

4.2 - Water Well Construction Permitting and Contractor Licensing

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 439,365	\$ 576,046	\$ 601,336	\$ 628,837	\$ 699,957	\$ 71,120	11.3%
Other Personal Services	\$ 19,511	\$ 11,798	\$ 17,996	\$ 48,855	\$ 24,005	\$ (24,850)	-50.9%
Contracted Services	\$ 35,380	\$ 15,486	\$ 9,625	\$ 29,800	\$ 62,500	\$ 32,700	109.7%
Operating Expenses	\$ 40,220	\$ 96,721	\$ 8,820	\$ 12,800	\$ 13,030	\$ 230	1.8%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ 1,735	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 534,476	\$ 701,786	\$ 637,777	\$ 720,292	\$ 799,492	\$ 79,200	11.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 931,511	\$ -	\$ -	\$ -	\$ 53,447	\$ -	\$ 984,958

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 679,635	\$ 20,322	\$ 699,957
Other Personal Services	\$ 23,383	\$ 622	\$ 24,005
Contracted Services	\$ 22,500	\$ 40,000	\$ 62,500
Operating Expenses	\$ 13,030	\$ -	\$ 13,030
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 738,548	\$ 60,944	\$ 799,492

Program and Activity Allocations

Changes and Trends

Water Well Construction continues its effort to improve customer service by increasing the amount of contractors taking advantage of the Online Well Permitting Management Account (OWPMA). An update to the well construction rules, Chapter 40A-3, FAC, will allow the District to increase regulatory consistency with current DEP rules.

Budget Variances

For FY 2015-2016, the Tentative Budget increases by 11.0 percent over FY 2014-2015. An increase of 11.3 percent in Salaries and Benefits is due to the addition of the Bureau for Performance and Compliance Improvement. A decrease of 50.9 percent in Other Personal Services is due to the reallocation of OPS time to Water Use Permitting activities. The increase of 109.7 percent in Contracted Services is due to the Statement of Estimated Regulatory Costs (SERC) required for 40A-3 rule revision. An increase of 1.8 percent in Operating Expenses is due to the increased focus on safety supplies to replace worn equipment.

Major Budget Items

Salaries and Benefites (\$699,957) make up the majority of this activity's expenses providing staff to answer questions from the public, review applications, issue recommendations, and enforce permit conditions.

Program and Activity Allocations

Environmental Resource and Surface Water Permitting (Activity 4.3)

The District implements the permitting, compliance monitoring, and enforcement activities of surface water regulation programs, including: Environmental Resource Permitting; Regulation of Agricultural and Forestry Surface Water Management Projects; Works of the District; and Dam Safety.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

4.3 - Environmental Resource and Surface Water Permitting

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 1,488,454	\$ 1,206,522	\$ 1,102,512	\$ 1,156,544	\$ 1,098,836	\$ (57,708)	-5.0%
Other Personal Services	\$ 1,859	\$ 39,019	\$ 170,496	\$ 217,129	\$ 209,751	\$ (7,378)	-3.4%
Contracted Services	\$ 129,492	\$ 85,503	\$ 2,686	\$ 35,000	\$ 26,500	\$ (8,500)	-24.3%
Operating Expenses	\$ 378,713	\$ 329,267	\$ 18,979	\$ 26,500	\$ 29,299	\$ 2,799	10.6%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ 5,403	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 1,998,519	\$ 1,665,714	\$ 1,294,673	\$ 1,435,173	\$ 1,364,386	\$ (70,787)	-4.9%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ 1,663,175	\$ 36,444	\$ 1,699,619

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,066,161	\$ 32,675	\$ 1,098,836
Other Personal Services	\$ 203,007	\$ 6,744	\$ 209,751
Contracted Services	\$ 26,500	\$ -	\$ 26,500
Operating Expenses	\$ 29,299	\$ -	\$ 29,299
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 1,324,967	\$ 39,419	\$ 1,364,386

Changes and Trends

Environmental Resource Permitting (ERP) continues to decrease permitting costs and times. The implementation of the new database system should enable process improvement and streamlining to continue.

Program and Activity Allocations

Budget Variances

For FY 2015-2016, the Tentative Budget decreases by 4.9 percent from FY 2014-2015. Salaries and Benefits decrease 5.0 percent due to reallocation of staff time. Other Personal Services decrease 3.4 percent due to a change in staff and their benefit selections. The decrease in Contracted Services (24.3 percent) and increase in Operating Expenses (10.6 percent) are due to aligning budget closer to actual spending patterns.

Major Budget Items

Salaries and Benefits (\$1,098,836) and Other Personal Services (\$209,751) make up the majority of this activity's expenses providing staff to answer questions from the public, review applications, issue recommendations, inspect proposed stormwater construction in the field, and enforce permit conditions.

Program and Activity Allocations

Other Regulatory and Enforcement Activities (Activity 4.4)

This activity includes other regulatory service activities not associated with a specific permit and support for the regulatory activities. Costs include legal counsel; administrative hearings; office space rentals and associated costs; equipment rental; vehicle fuel and maintenance; and telecommunications expenses related to the District's regulatory functions.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

4.4 - Other Regulatory and Enforcement Activities

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 21,981	\$ 15,924	\$ -	\$ 44,500	\$ 38,562	\$ (5,938)	-13.3%
Other Personal Services	\$ -	\$ 333	\$ -	\$ -	\$ 6,716	\$ 6,716	
Contracted Services	\$ -	\$ -	\$ 96,312	\$ 44,072	\$ 62,000	\$ 17,928	40.7%
Operating Expenses	\$ 3,590	\$ 15	\$ 245,925	\$ 256,202	\$ 275,718	\$ 19,516	7.6%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 25,571	\$ 16,272	\$ 342,237	\$ 344,774	\$ 382,996	\$ 38,222	11.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 135,741	\$ -	\$ -	\$ -	\$ 258,855	\$ -	\$ 394,596

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 37,238	\$ 1,324	\$ 38,562
Other Personal Services	\$ 6,484	\$ 232	\$ 6,716
Contracted Services	\$ 62,000	\$ -	\$ 62,000
Operating Expenses	\$ 275,718	\$ -	\$ 275,718
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 381,440	\$ 1,556	\$ 382,996

Program and Activity Allocations

Changes and Trends

Budget was first approved for this activity in FY 2012-2013, even though general program operational expenses not associated with a specific permit activity had been charged to the activity. Over the last several years, the alignment of budget to actual expenditures has improved such that there is more consistency in the figures as shown from FY 2014-2015 to FY 2015-2016.

Budget Variances

The FY 2015-2016 Tentative Budget increases by 11.1 percent over the FY 2014-2015 Current-Amended Budget as a result of alignment of costs closer to historical actuals. Contracted Services increase due to legal and janitorial expenses. Operating Expenses increase due to copy machine, phone, legal ad expenses, and vehicle needs due to aging fleet.

Major Budget Items

The major budget items for this activity are related to Operating Expenses (\$275,718). The largest costs are Crestview and Carr field office lease payments and fuel for field inspectors to perform customer assistance and compliance site visits.

Program and Activity Allocations

Technology and Information Services (Activity 4.5)

This activity includes items associated with technology and information services. Costs include communications; software; computer supplies; computer equipment and other information processing equipment; and Salaries and Benefits associated with database modifications and upgrades.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

4.5 - Technology and Information Services

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 13,480	\$ 4,710	\$ 12,017	\$ 206,918	\$ 229,913	\$ 22,995	11.1%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 12,839	\$ -	\$ 51,448	\$ 162,590	\$ 34,629	\$ (127,961)	-78.7%
Operating Expenses	\$ -	\$ 5,323	\$ 287,907	\$ 399,012	\$ 346,087	\$ (52,925)	-13.3%
Operating Capital Outlay	\$ -	\$ -	\$ 68,341	\$ 156,733	\$ 73,461	\$ (83,272)	-53.1%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 26,319	\$ 10,033	\$ 419,713	\$ 925,253	\$ 684,090	\$ (241,163)	-26.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 455,701	\$ -	\$ -	\$ -	\$ 287,983	\$ -	\$ 743,684

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 222,866	\$ 7,047	\$ 229,913
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 34,629	\$ -	\$ 34,629
Operating Expenses	\$ 346,087	\$ -	\$ 346,087
Operating Capital Outlay	\$ 73,461	\$ -	\$ 73,461
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 677,043	\$ 7,047	\$ 684,090

Program and Activity Allocations

Changes and Trends

Significant investments were made in technology improvements in FY 2014-2015. The reductions proposed in FY 2015-2016 reflect the nonrecurring nature of hardware and software purchases so that the focus has transitioned to maintenance and less costly upgrades, development, and replacements.

Budget Variances

The FY 2015-2016 Tentative Budget reflects the removal of nonrecurring funds from FY 2014-2015 and improved allocation of recurring IT costs related to the program areas and the need to support existing technologies, which requires both software and hardware to maintain services and infrastructure to support District business needs. Decreases across Contracted Services (78.7 percent), Operating Expenses (13.3 percent), and Operating Capital Outlay (53.1 percent) are due to the removal of nonrecurring costs in FY 2014-2015. Specifically, Contracted Services decrease due to completed projects, including discontinued use of consultant fees for external website development, Oracle database upgrade, and SharePoint implementation. Decreases in Operating Expenses and Operating Capital Outlay are due to a large one-time investment in FY 2014-2015 for desktop and laptop computers, as well as servers and network hardware. The one-time purchase was nonrecurring and enabled the District to upgrade to current technology demands while transitioning to a five-year replacement cycle going forward.

Major Budget Items

Operating Expenses (\$346,087) make up the majority of this activity's budget, and address online data services and software and server maintenance costs as well as annual replacement of desk tops, wireless devices, and monitors .

Program and Activity Allocations

Outreach (Program 5.0)

This program includes environmental education activities such as water conservation campaigns and water resource education; public information activities; lobbying activities relating to local, regional, state, and federal governmental affairs; and all public relations activities, including related public service announcements and media events.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

5.0 Outreach

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 88,081	\$ 116,199	\$ 125,654	\$ 135,065	\$ 154,630	\$ 19,565	14.5%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 2,250	\$ 2,880	\$ 3,727	\$ 10,000	\$ 10,000	\$ -	0.0%
Operating Expenses	\$ 9,330	\$ 2,012	\$ 6,569	\$ 19,219	\$ 15,694	\$ (3,525)	-18.3%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 99,661	\$ 121,091	\$ 135,950	\$ 164,284	\$ 180,324	\$ 16,040	9.8%

SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Operating Expenses	\$ 275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 10,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,275

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	2.0	\$ 97,901	\$ 150,033	\$ 4,597	\$ 154,630
Other Personal Services	0.0	\$ -	\$ -	\$ -	\$ -
Contracted Services	-	\$ -	\$ 10,000	\$ -	\$ 10,000
Operating Expenses			\$ 15,694	\$ -	\$ 15,694
Operating Capital Outlay			\$ -	\$ -	\$ -
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 175,727	\$ 4,597	\$ 180,324

WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Tentative) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	2.0	2.0	2.0	2.0	2.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Other Personal Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
TOTAL WORKFORCE	2.0	2.0	2.0	2.0	2.0	0.0	0.0%

Program and Activity Allocations

Changes and Trends

Prior to FY 2012-2013, staff in the Public Information Office charged their time to the program office budgets when assisting those areas. To reflect the true cost of the Office, all staff time has since been charged to the Public Information budget.

Budget Variances

Minimal changes have been made to this program. The main increase is in Salaries and Benefits (14.5 percent) and reflects additional salary of \$7,000 for hiring a more experienced Communications Specialist (\$33,000 increased to \$40,000) and benefit selection changes. Operating Expenses show a net decrease of 18.3 percent to align with historical spending patterns.

Major Budget Items

Salaries and Benefits (\$154,630) is the major budget category in this program that funds two employees, a Communications Director and Communications Specialist, who work full-time handling public information activities for the District.

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
5.0 Outreach
Fiscal Year 2015-16
Tentative Budget - August 1, 2015

FY 2014-15 Budget (Current-Amended)		2.00	\$	164,284
Reductions				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				-
Other Personal Services				-
Contracted Services				-
Operating Expenses				4,525
1	Reduced to align with historical spending patterns for various operational expenses, including printing/copying, photographic services, book purchases, subscriptions, and lobbying registrations	4,525		
Operating Capital Outlay				-
Fixed Capital Outlay				-
Interagency Expenditures (Cooperative Funding)				-
Debt				-
Reserves				-
TOTAL REDUCTIONS			0.00	4,525
New Issues				
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits				19,565
1	Benefit adjustments, mainly due employee selection from single to family coverage	12,565		
2	Hiring of a Communications Specialist with more experience than prior incumbent	7,000		
Other Personal Services				-
Contracted Services				-
Operating Expenses				1,000
3	Travel budget adjustment to reflect actual charges charged to a different program in prior years	500		
4	New budget to cover membership(s) to professional organizations	500		
Operating Capital Outlay				-
Fixed Capital Outlay				-
Interagency Expenditures (Cooperative Funding)				-
Debt				-
Reserves				-
TOTAL NEW ISSUES			0.00	20,565
5.0 Outreach				
Total Workforce and Tentative Budget for FY 2015-16			2.00	\$ 180,324

Program and Activity Allocations

Public Information (Activity 5.2)

The District's public information programs are designed to assist and inform local governments, other agencies and the general public about regional water issues. The primary goal is to enhance public awareness, understanding, and participation in comprehensive water resource management. This activity includes a general public awareness program for the SWIM program; preparation, printing, and distribution of brochures, booklets, and materials on the District's water conservation and protection programs; and public noticing of water management district decision-making, Governing Board meetings, and budgetary information.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

5.2 - Public Information

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 55,008	\$ 116,199	\$ 125,654	\$ 135,065	\$ 154,630	\$ 19,565	14.5%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 9,112	\$ 1,767	\$ 6,444	\$ 18,469	\$ 15,419	\$ (3,050)	-16.5%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 64,120	\$ 117,966	\$ 132,098	\$ 153,534	\$ 170,049	\$ 16,515	10.8%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 150,033	\$ 4,597	\$ 154,630
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 15,419	\$ -	\$ 15,419
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 165,452	\$ 4,597	\$ 170,049

Program and Activity Allocations

Changes and Trends

Prior to FY 2012-2013, staff in the Public Information Office charged their time to the Program office budgets when assisting those areas. To reflect the true cost of the Office, all staff time has since been charged to the Public Information budget.

Budget Variances

The main increase is in Salaries and Benefits (14.5 percent) and reflects additional salary of \$7,000 for hiring a more experienced Communications Specialist (\$33,000 increased to \$40,000) and benefit selection changes. Operating Expenses show a net decrease of 16.5 percent to align with historical spending patterns. Examples of reductions include removing budget to purchase a set of Florida Statutes and subscribe to the Florida Administrative Code for mailed publications. Budget for travel was increased to accurately reflect charges in this Program previously charged to a different Program, and to allow for membership(s) to professional organizations.

Major Budget Items

Salaries and Benefits (\$154,630) is the major budget category that funds two employees, a Communications Director and Communications Specialist, who work full-time handling public information activities for the District.

Program and Activity Allocations

Lobbying/Legislative Affairs/Cabinet Affairs (Activity 5.4)

This activity responds to requests for information from state legislators and legislative staff, attends committee meetings and, as requested, provides information to members of the Congressional delegation.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

5.4 - Lobbying / Legislative Affairs / Cabinet Affairs

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ 2,250	\$ 2,880	\$ 3,727	\$ 10,000	\$ 10,000	\$ -	0.0%
Operating Expenses	\$ 200	\$ 245	\$ 125	\$ 750	\$ 275	\$ (475)	-63.3%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,450	\$ 3,125	\$ 3,852	\$ 10,750	\$ 10,275	\$ (475)	-4.4%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 10,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,275

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 10,000	\$ -	\$ 10,000
Operating Expenses	\$ 275	\$ -	\$ 275
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 10,275	\$ -	\$ 10,275

Changes and Trends

The District works in cooperation with the Florida Legislature, Executive Office of the Governor, and other state agencies to serve Floridians and protect the area's water and natural resources. The budget increase in FY 2014-2015 is attributable to recurring access costs to a governmental research and legislative monitoring website at a cost of about \$6,000.

Program and Activity Allocations

Budget Variances

This Activity's total decrease of 4.4 percent is to provide budget for Operating Expenses that aligns with historical spending patterns.

Major Budget Items

None

Program and Activity Allocations

District Management and Administration (Program 6.0)

This program includes all Governing Board support; executive support; management information systems; general counsel; ombudsman; human resources; finance, audit and budget; risk management; and administrative services.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

6.0 District Management and Administration

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 2,821,582	\$ 1,417,608	\$ 1,771,153	\$ 1,461,912	\$ 1,484,048	\$ 22,136	1.5%
Other Personal Services	\$ 3	\$ 237	\$ -	\$ 15,500	\$ 12,807	\$ (2,693)	-17.4%
Contracted Services	\$ 169,182	\$ 106,794	\$ 239,490	\$ 224,806	\$ 150,995	\$ (73,811)	-32.8%
Operating Expenses	\$ 601,261	\$ 370,290	\$ 294,456	\$ 377,861	\$ 338,823	\$ (39,038)	-10.3%
Operating Capital Outlay	\$ 60,629	\$ 5,475	\$ 104,267	\$ 91,391	\$ 47,720	\$ (43,671)	-47.8%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL	\$ 3,652,656	\$ 1,900,404	\$ 2,409,366	\$ 2,171,470	\$ 2,034,393	\$ (137,077)	-6.3%

SOURCE OF FUNDS

Fiscal Year 2015-16

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Salaries and Benefits	\$ 637,233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 637,233
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracted Services	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Operating Expenses	\$ 27,335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,335
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 163,246
TOTAL	\$ 842,814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 842,814

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	23.0	\$ 1,020,738	\$ 1,439,835	\$ 44,213	\$ 1,484,048
Other Personal Services	0.5	\$ 11,440	\$ 12,365	\$ 442	\$ 12,807
Contracted Services	-	\$ -	\$ 144,995	\$ 6,000	\$ 150,995
Operating Expenses			\$ 338,823	\$ -	\$ 338,823
Operating Capital Outlay			\$ 47,720	\$ -	\$ 47,720
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 1,983,738	\$ 50,655	\$ 2,034,393

WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

WORKFORCE CATEGORY	Fiscal Year					(Current Amended -- Tentative) 2014-2015 to 2015-2016	
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
Authorized Positions	22.0	22.0	22.0	23.0	23.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Other Personal Services	1.0	0.0	0.5	0.5	0.5	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	0.0%
TOTAL WORKFORCE	23.0	22.0	22.5	23.5	23.5	0.0	0.0%

Program and Activity Allocations

Changes and Trends

Since FY 2011-2012, the EOG, Legislature, and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including equipment replacement cycles, employee benefits, and financial and budget reporting. Costs previously paid from this program have been reallocated across all programs to better reflect the full cost of providing services and to align costs with the appropriate revenue sources. The District initiated spending funds from the newly created Technology activities in each Program area in FY 2012-2013, to begin capturing the costs associated with each program.

The increase in FY 2013-2014 in Salaries and Benefits was due to the legislatively authorized merit increases and bonuses for that fiscal year. The District budgeted in Program 6 an amount that reflected the authorized increases in the FY 2013-2014 General Appropriations Act (GAA). The District decided that in lieu of permanent increases plus bonuses, the funding would be set aside only for nonrecurring bonuses on an annual basis. The bonus allocation is calculated by division, based on the FY 2013-2014 GAA, whereby an annual salary of \$40,000 or less generates \$1,400 toward the bonus allocation and an annual salary greater than \$40,000 generates \$1,000. Allocations reside in each division's budget.

The FY 2015-2016 Tentative Budget continues allocating across program areas a share of the recurring licensing, software maintenance, and IT staff time associated with developing and maintaining information technology software and hardware.

The combined budgets for Program 5, Outreach (\$180,324) and Program 6, District Management and Administration (\$2,034,393) represent 3.7 percent of the \$59.5 million budget proposed for FY 2015-2016.

Budget Variances

The total budget decrease for Program 6 of \$137,077 or 6.3 percent is mostly due to the removal of FY 2014-2015 nonrecurring Information Technology funding.

Major Budget Items

Salaries and Benefits (\$1,484,048) make up nearly three-fourths of this Program's budget, funding 23.5 full-time-equivalent positions (authorized and OPS) which include executive, financial, personnel, IT, and other administrative support for the District. The remaining budget of \$550,345 mostly consists of \$150,995 for Contracted Services (e.g., legal counsel, audit services) and \$338,823 for Operating Expenses (e.g., liability insurances, training/travel, tax collector fees, and uniforms).

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
6.0 District Management and Administration
Fiscal Year 2015-16
Tentative Budget - August 1, 2015

FY 2014-15 Budget (Current-Amended)			22.50	\$	2,171,470
Reductions					
Issue	Description	Issue Amount	Workforce	Category	Subtotal
Salaries and Benefits					-
Other Personal Services					2,693
1	OPS salary rate and related tax adjustments	2,693			
Contracted Services					83,311
2	Decrease in contractual services to support primarily maintenance activity of installed technologies	72,311			
3	Decrease to align internal auditor budget with historical audit expenses	10,000			
4	Dcrease to align Flexible Spending Account budget with historical payments	1,000			
Operating Expenses					53,758
5	Decrease in computer software to reflect minimum investment in new software technology after a 2 year increased investment period	21,423			
6	Decrease to align budget with historical spending patterns for various operational expenses, including office supplies, staff travel, printer/copier repair and rental, personnel legal ads, continuing education costs	17,536			
7	Decrease in IT travel, training, and online data services to align current budget with previous year actual expenditures	14,799			
Operating Capital Outlay					43,728
8	Decrease in IT contractual services to support primarily maintenance activity of installed technologies	43,728			
Fixed Capital Outlay					-
Interagency Expenditures (Cooperative Funding)					-
Debt					-
Reserves					-
TOTAL REDUCTIONS			0.00		183,490

Program and Activity Allocations
Northwest Florida Water Management District
REDUCTIONS - NEW ISSUES
6.0 District Management and Administration
Fiscal Year 2015-16
Tentative Budget - August 1, 2015

FY 2014-15 Budget (Current-Amended)			22.50	\$	2,171,470
New Issues					
Issue	Description	Issue Amount	Workforce	Category Subtotal	
Salaries and Benefits			0.00	22,136	
1	Extra pay period, changes in Senior Management Class status, transfer during the year of a position from Regulatory Division to Accounting to address workload	22,136			
Other Personal Services				-	
Contracted Services				9,500	
2	Increase for an actuarial review of the District's Other Post Employment Benefits as recommended by external	6,000			
3	Increase for legal counsel to align with actual expenditures for Governing Board, Administration Division, and Human Resources	3,500			
Operating Expenses				14,720	
4	Increase in repair and maintenance for additional hardware and software purchased in last 2 years, and related IT operating costs	5,744			
5	Furniture and equipment budget for Administration Division and the Office of Executive Director	3,800			
6	Board meeting-related travel and legal counsel budget for the Governing Board	2,000			
7	Administration Division budget for tax notice mailings costs, District professional liability insurance, and periodicals	1,541			
8	Human Resources budget to address expenditures for new employment drug testing, office supplies, travel related to training	1,250			
9	Staff travel, computer toner/printer and other office supplies for the Office of Executive Director	210			
10	Annual special district registration fee to Department of Economic Opportunity	175			
Operating Capital Outlay				57	
12	Increase in IT's printer needs to align budget with previous year actual expenditures	57			
Fixed Capital Outlay				-	
Interagency Expenditures (Cooperative Funding)				-	
Debt				-	
Reserves				-	
TOTAL NEW ISSUES			0.00	46,413	
Total Workforce and Tentative Budget for FY 2015-16			22.50	\$	2,034,393

Program and Activity Allocations

Administrative and Operations Support (Activity 6.1)

This activity includes executive management, executive support, Governing Board support, ombudsman, general counsel, inspector general, administrative support (general), procurement and contract administration, insurance, finance, accounting, budget, and human resources. In addition, this activity includes administrative and programmatic computer systems support, directs maintenance and replacement of equipment, hardware and software support, and includes the Geographic Information System (GIS) staff and systems support.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

6.1 - Administrative and Operations Support

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ 2,821,582	\$ 1,417,608	\$ 1,771,153	\$ 1,461,912	\$ 1,484,048	\$ 22,136	1.5%
Other Personal Services	\$ 3	\$ 237	\$ -	\$ 15,500	\$ 12,807	\$ (2,693)	-17.4%
Contracted Services	\$ 169,182	\$ 106,794	\$ 239,490	\$ 224,806	\$ 150,995	\$ (73,811)	-32.8%
Operating Expenses	\$ 545,144	\$ 319,851	\$ 241,012	\$ 317,861	\$ 278,823	\$ (39,038)	-12.3%
Operating Capital Outlay	\$ 60,629	\$ 5,475	\$ 104,267	\$ 91,391	\$ 47,720	\$ (43,671)	-47.8%
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 3,596,540	\$ 1,849,965	\$ 2,355,922	\$ 2,111,470	\$ 1,974,393	\$ (137,077)	-6.5%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ 842,814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 842,814

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,439,835	\$ 44,213	\$ 1,484,048
Other Personal Services	\$ 12,365	\$ 442	\$ 12,807
Contracted Services	\$ 144,995	\$ 6,000	\$ 150,995
Operating Expenses	\$ 278,823	\$ -	\$ 278,823
Operating Capital Outlay	\$ 47,720	\$ -	\$ 47,720
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 1,923,738	\$ 50,655	\$ 1,974,393

Changes and Trends

Since FY 2011-2012, the EOG, Legislature, and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including replacement equipment cycles and financial and budget reporting. To provide more accurate program costs versus administrative costs, the districts agreed to certain

Program and Activity Allocations

allocations or direct charging of costs previously paid from the administrative activities. Prior to FY 2011-2012, the Division of Administration budget included all employee benefits, including the payment of compensated absences for the District; fleet and property insurance; utilities and janitorial costs for Headquarters and field offices; telephone costs; and furniture and equipment purchase and rental. In FY 2011-2012, the employee benefits were distributed to the program areas. Other costs directly related to the program areas have also been transitioned to those budgets.

Budget Variances

This activity's FY 2015-2016 budget is \$1,974,393, of which \$329,657 or 16.7 percent makes up the IT budget for Districtwide support needs. The decrease of \$137,077 is nearly 100 percent in IT reductions. For the past two years, the District has been building its IT infrastructure and investing in technology advancements. For FY 2015-2016, IT will transition to more of a support/maintenance mode spending less on new website and SharePoint development; replacement of legacy, outdated, and unsupported programs; and network equipment improvements. More emphasis will be placed on software renewals, maintenance agreements, and technical support.

Changes made to the rest of this activity were to align budget closer to actual expenditures in the category that more accurately reflects the purpose of these expenditures.

Major Budget Items

Salaries and Benefits of \$1,484,048 make up three-fourths of this activity's budget to fund 23.5 full-time-equivalent positions. Operating Expenses consist of \$278,823, of which about half is for IT (e.g., online data services, software maintenance, and servers) and the other half for other administrative support (e.g., liability insurances, training/travel, tax collector fees, and uniforms).

Program and Activity Allocations

Other – (Tax Collector/Property Appraiser Fees) (Activity 6.4)

This category includes fees charged by the tax collectors and property appraisers of the 16 counties within the District's jurisdiction. These fees are to compensate the counties for their costs associated with the noticing, collection, and remittance of ad valorem tax revenues on the behalf of and to the District.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16

TENTATIVE BUDGET - Fiscal Year 2015-2016

6.4 - Other - (Tax Collector / Property Appraiser Fees)

	Fiscal Year 2011-12 (Actual-Audited)	Fiscal Year 2012-13 (Actual-Audited)	Fiscal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-15 (Current-Amended)	Fiscal Year 2015-16 (Tentative)	Difference in \$ (Current -- Tentative)	% of Change (Current -- Tentative)
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contracted Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Expenses	\$ 56,116	\$ 50,439	\$ 53,444	\$ 60,000	\$ 60,000	\$ -	0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fixed Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 56,116	\$ 50,439	\$ 53,444	\$ 60,000	\$ 60,000	\$ -	0.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2015-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2015-16

	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ 60,000	\$ -	\$ 60,000
Operating Capital Outlay	\$ -	\$ -	\$ -
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 60,000	\$ -	\$ 60,000

Changes and Trends

Fees paid to the property appraisers are based on a percent of their approved budget and the District's share of the ad valorem taxes levied. Tax collectors are paid based on the amount of taxes collected.

Budget Variances

None

Major Budget Items

None

Program and Activity Allocations

B. District Specific Programs

None

Program and Activity Allocations

C. Program by Area of Responsibility

Subparagraph 373.536(5)(d)5, F.S., requires the District to report the total estimated amount in its budget for each area of responsibility (AOR). All programs and activities at the water management districts are categorized by four AORs, including water supply, water quality, flood protection, and natural systems.

Expenditures in the four AORs are provided only at the program level. These AOR expenditures are estimates only and do not reflect the overlap between the areas of responsibility. For instance, a land acquisition project can serve more than one purpose (e.g., flood protection/floodplain management and natural systems). Therefore, the AOR expenditures should be viewed only as one indication of whether the District is adequately addressing each area of responsibility.

Program and Activity Allocations

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2013-14 (Actual-Audited)

TENTATIVE BUDGET - Fiscal Year 2015-2016

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2013-14 (Actual-Audited)	Water Supply	Water Quality	Flood Protection	Natural Systems
1.0 Water Resources Planning and Monitoring	\$3,733,756	\$505,895	\$881,475	\$1,214,998	\$1,131,388
1.1 - District Water Management Planning	1,558,481	X	X	X	X
1.1.1 Water Supply Planning	148,435	X	X		X
1.1.2 Minimum Flows and Levels	681,012	X	X		X
1.1.3 Other Water Resources Planning	729,034	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	664,453	X	X	X	X
1.3 - Technical Assistance	1,396,487	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	114,335	X	X	X	X
2.0 Acquisition, Restoration and Public Works	\$9,440,282	\$6,291,534	\$1,659,860	\$511,758	\$977,130
2.1 - Land Acquisition	34,600	X	X	X	X
2.2 - Water Source Development	6,034,710	X	X		X
2.2.1 Water Resource Development Projects	102,185	X	X		X
2.2.2 Water Supply Development Assistance	5,932,525	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	2,275,767		X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	246,911	X	X	X	X
2.6 - Other Acquisition and Restoration Activities	799,787	X	X	X	X
2.7 - Technology & Information Service	48,507	X	X	X	X
3.0 Operation and Maintenance of Lands and Works	\$2,862,776	\$392,980	\$824,080	\$822,858	\$822,858
3.1 - Land Management	2,149,390	X	X	X	X
3.2 - Works	1,222		X		
3.3 - Facilities	349,885	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services ⁽²⁾	82,338	X	X	X	X
3.7 - Technology & Information Services ⁽¹⁾	279,941	X	X	X	X
4.0 Regulation	\$3,244,518	\$1,308,368	\$924,638	\$411,325	\$600,187
4.1 - Consumptive Use Permitting	550,118	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	637,777	X	X		X
4.3 - Environmental Resource and Surface Water Permitting	1,294,673	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	342,237	X	X	X	X
4.4 - Technology & Information Service	419,713	X	X	X	X
5.0 Outreach	\$135,950	\$33,988	\$33,988	\$33,988	\$33,988
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	132,098	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	3,852	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$19,417,282</i>				
6.0 District Management and Administration	\$2,409,366				
6.1 - Administrative and Operations Support	2,355,922				
6.1.1 - Executive Direction	634,749				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	734,576				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	97,481				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	889,116				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	53,444				
TOTAL	\$21,826,648				

Program and Activity Allocations

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2014-15 (Current-Amended)

TENTATIVE BUDGET - Fiscal Year 2015-2016

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2014-15 (Current-Amended)	Water Supply	Water Quality	Flood Protection	Natural Systems
1.0 Water Resources Planning and Monitoring	\$8,743,800	\$972,427	\$1,553,857	\$3,034,301	\$3,183,215
1.1 - District Water Management Planning	2,961,003	X	X	X	X
1.1.1 Water Supply Planning	96,789	X	X		
1.1.2 Minimum Flows and Levels	2,378,210	X	X		X
1.1.3 Other Water Resources Planning	486,004	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	1,348,048	X	X	X	X
1.3 - Technical Assistance	3,897,009	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	537,740	X	X	X	X
2.0 Acquisition, Restoration and Public Works	\$34,583,942	\$15,962,619	\$10,675,234	\$2,283,028	\$5,663,061
2.1 - Land Acquisition	56,323	X	X	X	X
2.2 - Water Source Development	15,438,749	X	X		X
2.2.1 Water Resource Development Projects	385,846	X	X		X
2.2.2 Water Supply Development Assistance	15,052,903	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	16,707,244		X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	370,000	X	X	X	X
2.6 - Other Acquisition and Restoration Activities	1,757,287	X	X	X	X
2.7 - Technology & Information Service	254,339	X	X	X	X
3.0 Operation and Maintenance of Lands and Works	\$3,860,537	\$524,884	\$1,119,363	\$1,108,145	\$1,108,145
3.1 - Land Management	2,916,302	X	X	X	X
3.2 - Works	11,218		X		
3.3 - Facilities	323,949	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services ⁽²⁾	45,911	X	X	X	X
3.7 - Technology & Information Services ⁽¹⁾	563,157	X	X	X	X
4.0 Regulation	\$4,085,287	\$1,628,595	\$1,162,090	\$541,040	\$753,562
4.1 - Consumptive Use Permitting	659,795	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	720,292	X	X		X
4.3 - Environmental Resource and Surface Water Permitting	1,435,173	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	344,774	X	X	X	X
4.4 - Technology & Information Service	925,253	X	X	X	X
5.0 Outreach	\$164,284	\$41,071	\$41,071	\$41,071	\$41,071
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	153,534	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	10,750	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$51,437,850</i>				
6.0 District Management and Administration	\$2,171,470				
6.1 - Administrative and Operations Support	2,111,470				
6.1.1 - Executive Direction	638,511				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	828,675				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	119,601				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	524,683				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	60,000				
TOTAL	\$53,609,320				

Program and Activity Allocations

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2015-16 (Tentative Budget)

TENTATIVE BUDGET - Fiscal Year 2015-2016

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2015-16 (Tentative Budget)	Water Supply	Water Quality	Flood Protection	Natural Systems
1.0 Water Resources Planning and Monitoring	\$7,087,834	\$1,021,213	\$1,492,232	\$2,284,485	\$2,289,904
1.1 - District Water Management Planning	2,356,621	X	X	X	X
1.1.1 Water Supply Planning	103,255	X	X		
1.1.2 Minimum Flows and Levels	1,671,801	X	X		X
1.1.3 Other Water Resources Planning	581,565	X	X	X	X
1.2 - Research, Data Collection, Analysis and Monitoring	1,604,984	X	X	X	X
1.3 - Technical Assistance	2,664,045	X	X	X	X
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	462,184	X	X	X	X
2.0 Acquisition, Restoration and Public Works	\$42,445,795	\$15,836,296	\$13,019,463	\$5,214,969	\$8,375,067
2.1 - Land Acquisition	11,364,863	X	X	X	X
2.2 - Water Source Development	14,570,100	X	X		X
2.2.1 Water Resource Development Projects	638,340	X	X		X
2.2.2 Water Supply Development Assistance	13,931,760	X			
2.2.3 Other Water Source Development Activities	0				
2.3 - Surface Water Projects	15,481,320		X	X	X
2.4 - Other Cooperative Projects	0				
2.5 - Facilities Construction and Major Renovations	240,000	X	X	X	X
2.6 - Other Acquisition and Restoration Activities	710,000	X	X	X	X
2.7 - Technology & Information Service	79,512	X	X	X	X
3.0 Operation and Maintenance of Lands and Works	\$3,920,442	\$521,098	\$1,136,730	\$1,131,307	\$1,131,307
3.1 - Land Management	3,051,049	X	X	X	X
3.2 - Works	5,422		X		
3.3 - Facilities	376,033	X	X	X	X
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services ⁽²⁾	47,443	X	X	X	X
3.7 - Technology & Information Services ⁽¹⁾	440,495	X	X	X	X
4.0 Regulation	\$3,864,872	\$1,603,285	\$1,080,890	\$486,294	\$694,403
4.1 - Consumptive Use Permitting	633,908	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing	799,492	X	X		X
4.3 - Environmental Resource and Surface Water Permitting	1,364,386	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	382,996	X	X	X	X
4.4 - Technology & Information Service	684,090	X	X	X	X
5.0 Outreach	\$180,324	\$45,081	\$45,081	\$45,081	\$45,081
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	170,049	X	X	X	X
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	10,275	X	X	X	X
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
<i>SUBTOTAL - Major Programs (excluding Management and Administration)</i>	<i>\$57,499,267</i>				
6.0 District Management and Administration	\$2,034,393				
6.1 - Administrative and Operations Support	1,974,393				
6.1.1 - Executive Direction	679,568				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	851,827				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	113,341				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	329,657				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	60,000				
TOTAL	\$59,533,660				

Summary of Staffing Levels

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUMMARY OF WORKFORCE

Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16
TENTATIVE BUDGET - Fiscal Year 2015-2016

PROGRAM	WORKFORCE CATEGORY	2011-2012 to 2015-2016							Current-Amended to Tentative 2014-2015 to 2015-2016	
		Difference	% Change	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Difference	% Change
All Programs	Authorized Positions	(14.0)	-12.17%	115.0	105.0	101.0	101.0	101.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(8.0)	-47.06%	17.0	15.0	10.0	9.0	9.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(22.0)	-16.67%	132.0	120.0	111.0	110.0	110.0	-	0.00%
Water Resource Planning and Monitoring	Authorized Positions	1.0	5.26%	19.0	19.0	20.0	20.0	20.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(3.0)	-75.00%	4.0	4.0	1.5	1.0	1.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(2.0)	-8.70%	23.0	23.0	21.5	21.0	21.0	-	0.00%
Acquisition, Restoration and Public Works	Authorized Positions	(4.0)	-33.33%	12.0	12.0	8.0	8.0	8.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(3.0)	-75.00%	4.0	4.0	1.5	1.0	1.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(7.0)	-43.75%	16.0	16.0	9.5	9.0	9.0	-	0.00%
Operations and Maintenance of Lands and Works	Authorized Positions	2.0	14.29%	14.0	14.0	16.0	16.0	16.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(2.5)	-62.50%	4.0	4.0	1.5	1.5	1.5	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(0.5)	-2.78%	18.0	18.0	17.5	17.5	17.5	-	0.00%
Regulation	Authorized Positions	(14.0)	-30.43%	46.0	36.0	33.0	32.0	32.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	1.0	25.00%	4.0	3.0	5.0	5.0	5.0	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	(13.0)	-26.00%	50.0	39.0	38.0	37.0	37.0	-	0.00%
Outreach	Authorized Positions	-	0.00%	2.0	2.0	2.0	2.0	2.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	-		-	-	-	-	-	-	
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	-	0.00%	2.0	2.0	2.0	2.0	2.0	-	0.00%
Management and Administration	Authorized Positions	1.0	4.55%	22.0	22.0	22.0	23.0	23.0	-	0.00%
	Contingent Worker	-		-	-	-	-	-	-	
	Other Personal Services	(0.5)	-50.00%	1.0	-	0.5	0.5	0.5	-	0.00%
	Intern	-		-	-	-	-	-	-	
	Volunteer	-		-	-	-	-	-	-	
	TOTAL WORKFORCE	0.5	2.17%	23.0	22.0	22.5	23.5	23.5	-	0.00%

Performance Measures

The five water management districts maintain a consistent set of performance metrics used to monitor and compare the performance of the districts. The Northwest Florida Water Management District's budget presents core mission performance measures to report the effectiveness and efficiency of its programs and activities.

Northwest Florida Water Management District
PERFORMANCE MEASURES - NATURAL SYSTEMS
 Fiscal Year 13-14 End of Year Performance Data
 Tentative Budget - August 1, 2015

Natural System Primary Goal: To restore the hydrology of natural systems and improve water quality of natural systems.

NS Objective 1: Maintain the integrity and functions of water resources and related natural systems		
Annual Measures	Fiscal Year 13-14	
Number of MFLs and Reservations, by water body type, established annually (fiscal year) and cumulatively (ever)	Annual	Cumulative
Aquifer	0	0
Estuary	0	0
Lake	0	0
River	0	2
Spring	0	0
Wetland	0	0
Number and percentage of water bodies meeting their adopted MFLs	Annual	Percent
Number of water bodies meeting MFLs	0	#DIV/0!
Number of water bodies with adopted MFLs	0	

NS Objective 2: Restore or improve degraded water resources and related natural systems to a naturally functioning condition.		
Annual Measures	Fiscal Year 13-14	
For water bodies not meeting their adopted MFLs, the number and percentage of those water bodies with an adopted recovery or prevention strategy.	Annual	Percent
Number of water bodies with an adopted recovery or prevention strategy	0	#DIV/0!
Number of water bodies supposed to have an adopted recovery or prevention strategy	0	

NS Objective 3: To evaluate district owned lands to ensure that lands owned are necessary for the protection and restoration of water resources										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Cost per Acre	
Number of acres and percentage of District lands evaluated for surplus.									Number	Fiscal Year 13-14
Number of acres evaluated for surplus									-	0.00%
Total acres of District lands held at the beginning of the fiscal year									212,381.00	
Number of acres and % of surplus lands sold, exchanged, or leased.									Number	Annualized Average
Number of acres of surplus lands sold, exchanged, or leased									1,279.02	105.02%
Total acres of land approved for sale, trade or lease by the Governing Board									1,217.92	

Northwest Florida Water Management District
PERFORMANCE MEASURES - WATER QUALITY
 Fiscal Year 13-14 End of Year Performance Data
 Tentative Budget - August 1, 2015

Water Quality Primary Goal: To achieve and maintain surface water quality standards

WQ Objective 1: Identify the efficiency of permit review, issuance and relative cost of permit processing.										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Performance	
For closed applications, the median time to process ERP by permit type and total.	Median		Median		Median		Median		Median	
Exemptions and noticed general permits	2.00		2.00		2.00		2.00		2.00	
Individually processed permits	22.00		21.00		23.00		23.50		20.50	
Letter modifications and extensions	5.50		4.00		5.50		3.00		5.00	
All authorizations combined	7.00		12.50		2.00		2.00		3.00	
For ERPs, cost to issue permit for all permit types	Number	Cost/Permit	Number	Cost/Permit	Number	Cost/Permit	Number	Cost	Number	Cost/Permit
Total cost	\$75,687.67	\$850.42	\$76,684.04	\$716.67	\$61,014.27	\$378.97	\$68,254.09	\$423.94	\$281,640.07	\$543.71
Number of permits	89		107		161		161		518	
For ERP, In-House Application to Staff Ratio for All Permit Types	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio
Total number of open applications	89	23.42	107	24.94	161	43.16	161	41.49	518	32.99
Number of staff for the permit area	3.80		4.29		3.73		3.88		15.70	

Northwest Florida Water Management District
PERFORMANCE MEASURES - WATER SUPPLY
 Fiscal Year 13-14 End of Year Performance Data
 Tentative Budget - August 1, 2015

Water Supply Primary Goal: To ensure a safe and adequate source of water for all users

WS Objective 1: Increase available water supplies and maximize overall water use efficiency to meet identified existing and future needs.	
Annual Measure	Fiscal Year 13-14
District-wide, the quantity (mgd) of the 2010-2030 Public Supply increase in demand that has been met, excluding water conservation projects	MGD
	31.77
Uniform residential per capita water use (Public Supply) by District	GPCD
	73.00

WS Objective 2: To identify the efficiency of permit review and issuance and relative cost of permit processing.										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		FY 13-14 Annualized Performance	
For closed applications, the median time to process CUP by permit type and total.	Median		Median		Median		Median		Median	
Individually processed permits < 0.1mgd	34.00		21.50		19.00		25.00		25.00	
Individually processed permits >= 0.1mgd	35.00		28.00		21.00		45.00		27.00	
Letter modifications	0.00		0.00		0.00		8.50		8.50	
All authorizations combined	34.50		22.00		20.00		22.50		26.00	
For CUPs, cost to issue permit for all permit types (BPM and Metric - Report Quarterly Measures)	Number	Cost	Number	Cost	Number	Cost	Number	Cost	Number	Cost
Total cost	\$24,396.14	\$786.97	\$14,517.98	\$537.70	\$14,731.53	\$526.13	\$14,969.29	\$534.62	\$68,614.94	\$601.89
Number of permits	31		27		28		28		114	
For CUP, In-House application to staff ratio for all permit types (Metric - Report Quarterly Measures)	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio
Total number of open applications	31	20.00	27	28.13	28	28.57	28	29.47	29	25.68
Number of staff for the permit area	1.55		0.96		0.98		0.95		1.11	
WS Objective 3: To identify the efficiency of developing water resources and water supply.										
Annual Measures									Fiscal Year 13-14	
Cost per million gallons a day for Water Supply Development									Number	Cost
Water Supply Development Cost									5,956,389.00	\$496,779.73
Quantity (mgd) produced									11.99	

Northwest Florida Water Management District
PERFORMANCE MEASURES - MISSION SUPPORT
 Fiscal Year 13-14 End of Year Performance Data
 Tentative Budget - August 1, 2015

Mission Support Primary Goal: Support District core programs both effectively and efficiently.

MS Objective 1: To assess the ongoing costs of administrative and support operations in order to achieve optimal efficiency to minimize costs.									
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annualized Performance
Administrative Costs as a Percentage of Total Expenditures (report cumulative totals for each quarter during a fiscal year)	Number	Percent	Number	Percent	Number	Percent	Number	Percent	(Quarters are cumulative)
Administrative costs	549,351.13	18.46%	1,184,544.93	18.94%	1,781,136.54	11.33%	2,487,647.79	11.59%	
Total expenditures	2,976,575.66		6,253,763.45		15,714,799.03		21,471,218.33		

Basin Budgets

Not Applicable

Appendices

A. Terms

Ad Valorem Tax: a tax imposed on the value of real and personal property as certified by the property appraiser in each county.

Alternative Water Supply (AWS): includes, but is not limited to, conservation, reuse, aquifer storage and recovery, surface water storage, desalination, and other sources designated within an applicable regional water supply plan (also known as non-traditional sources).

Areas of Responsibility (AOR): the four areas of responsibility which must be addressed by each water management district's District Water Management Plan or Strategic Plan: water supply, water quality, flood protection, and natural systems.

Best Management Practices (BMPs): a practice or combination of practices determined, through research, field testing, and expert review, to be the most effective and practicable (including economic and technological considerations) on-site means of improving water quality in discharges.

Budget Performance Measures (BPMs): accountability measures aimed at efficiency or producing desired results with minimum expense of energy, time, money, and materials.

Carryover: unexpended funds carried forward from the previous FY(s).

Current Year Net New Taxable Value: increases to the ad valorem tax base from new construction, plus additions of property to the tax roll minus deletions of property from the tax roll.

District Water Management Plan (DWMP): the long-range comprehensive water resource management plan prepared by a water management district pursuant to section 373.036, F.S. See also Strategic Water Management Plan.

Ecosystem Management and Restoration Trust Fund: the state trust fund established by section 403.1651, F.S., administered by the Department of Environmental Protection, which supports the detailed planning and implementation of programs for the management and restoration of ecosystems, including development and implementation of surface water improvement and management (SWIM) plans.

Fixed Capital Outlay (FCO): payment for lands and land improvements, land easements, water control structures, bridges, buildings and improvements, and leasehold improvements. Items have an estimated service life of at least one year.

Florida Forever (FF): the Florida Forever Act, section 259.105, F.S., enacted by the 1999 Legislature and signed into law by Governor Bush, provided \$3 billion over 10 years to acquire land or less than fee interests in land to protect environmentally significant lands for conservation, recreation, water resource protection, wildlife habitat

Appendices

protection, and to provide for capital land improvement and public access to those lands.

Florida Water Plan (FWP): a statewide plan for the management of Florida's water resources developed by the Department of Environmental Protection and the water management districts, pursuant to section 373.036, F.S.

Full Time Equivalent (FTE): a measurement of employee work hours both allocated and used. One FTE is equivalent to 2,080 work hours per year (40 hours per week for 52 weeks).

Geographic Information System (GIS): a specialized data management system designed for the entry, analysis, and display of data commonly found on maps.

Hydrologic Basin or Watershed: the area of land where all the water drains to the same waterbody.

Interagency Agreements/Expenditures: funds used to assist other local agencies, regional agencies, the State of Florida, the federal government, public and private universities, and not-for-profit organizations in projects that have a public purpose.

Land Acquisition Trust Fund: The trust fund is for use as a depository for expenditure of such funds for the purposes defined in Section 28 Article 10 of the State Constitution.

Millage Rate: the tax rate on real property, based on \$1 per \$1,000 of assessed property value.

Mitigation: to make less severe; to alleviate, diminish or lessen; one or all of the following may comprise mitigation: (1) avoiding an impact altogether by not taking a certain action or parts of an action; (2) minimizing impacts by limiting the degree or magnitude of an action and its implementation; (3) rectifying an impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating an impact over time by preservation and maintenance operations during the life of an action; and (5) compensating for an impact by replacing or providing substitute resources or environments.

Operating Capital Outlay (OCO): payments for automotive equipment, boats, computer hardware, furniture, and equipment. Items have a value of at least \$1,000 and an estimated service life of at least one year.

Operating Expenses: all costs for items to be used as part of something else or disposed of within a year of purchase, including parts and supplies, small tools or equipment, and construction and maintenance products; and all costs associated with rental or lease of equipment, buildings, offices, insurance programs, permits, and fees paid to other agencies, taxes and relocation.

Appendices

Other Personal Services (OPS): services rendered by a person who is not a regular or full-time employee filling an established position. OPS includes, but is not limited to, services of temporary employees, student or graduate assistants, persons on fellowships, part-time academic employees, board members and consultants, and other services specifically budgeted by an agency.

Potentiometric surface: the level to which water will rise in a tightly cased well open to a confined aquifer. In an unconfined aquifer the potentiometric surface is the water table level.

Preservation 2000 (P2000): the land acquisition program established by section 259.101, F.S., that provided \$300 million annually in bonds for land acquisition for environmental protection, recreation, open space, water management, and other purposes. The last bond issue was in April 2000.

Reserves: unbudgeted funds to be used for contingencies, managerial reserves, and capital expenditure needs requiring Governing Board approval to be spent.

Rolled-Back Rate: the rate that would generate prior year tax revenues less allowances for new construction, plus additions to the tax roll minus deletions to the tax roll. The rolled-back rate controls for changes in the market value of property and, if levied, represents “no tax increase” from the prior year.

Strategic Water Management Plan (SWMP): five year strategic plan describing the District’s responsibilities, strategic priorities, and applicable funding resources pursuant to section 373.036, F.S.

Truth in Millage (TRIM): requirement in section 200.065, F.S., that establishes a specific timetable and procedure for local governments and water management districts to consider and adopt their annual budgets.

Water Management Area (WMA): a district conservation land management area, typically comprised of multiple tracts that are grouped together to be managed as a single unit.

Water Management District (WMD): a regional water management district created pursuant to section 373.069, F.S.

Water Management Lands Trust Fund (WMLTF): the trust fund established by section 373.59, F.S., for water management district land acquisition, management, maintenance, capital improvements, payments in lieu of taxes, and administration in accordance with the provisions of Chapter 373, F.S.

Water Protection and Sustainability Trust Fund (WPSTF): the trust fund established by section 403.890, F.S., for implementing priority alternative water supply development, water resource development projects, springs protection, and surface water projects.

Appendices

Water Supply Development: the planning, design, construction, operation, and maintenance of public or private facilities for water collection, production, treatment, transmission, or distribution for sale, resale, or end use (section 373.019(24), F.S.).

B. Acronyms

ACSC	Area of Critical State Concern
ACF	Apalachicola-Chattahoochee-Flint River System
AOR	Area of Responsibility
AWS	Alternative Water Supply
BMP(s)	Best Management Practice(s)
BPM	Budget Performance Measure
COE	U.S. Army Corps of Engineers
DACS	Florida Department of Agriculture and Consumer Services
DEP	Florida Department of Environmental Protection
DFIRMS	Digital Flood Insurance Rate Maps
DOQQ	Digital Orthophoto Quarter Quadrangle
DWMP	District Water Management Plan
DRI	Development of Regional Impact
EOG	Executive Office of the Governor
EPA	U.S. Environmental Protection Agency
ERP	Environmental Resource Permit
ETDM	Efficient Transportation Decision Making
FCO	Fixed Capital Outlay
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FTE	Full Time Equivalent Position
FAC	Florida Administrative Code
FGS	Florida Geological Survey
FS	Florida Statute
FWC	Florida Fish and Wildlife Conservation Commission
FWP	Florida Water Plan
FY	Fiscal Year
GAA	General Appropriations Act
GIS	Geographic Information System
IFAS	University of Florida's Institute of Food and Agricultural Sciences
IT	Information Technology
LATF	Land Acquisition Trust Fund
LiDAR	Light Detection and Ranging
LBC	Legislative Budget Commission
MIL	Mobile Irrigation Lab
MFL(s)	Minimum Flows and Levels

Appendices

MGD	Million Gallons per Day
NFWF	National Fish and Wildlife Foundation
NWFWMD	Northwest Florida Water Management District
NRCS	Natural Resources Conservation Service (USDA)
OCO	Operating Capital Outlay
OFFAR	Office of Financial and Regulatory Reform
OPB	Office of Policy and Budget, Governor's Office
OPS	Other Personal Services
OWPMA	Online Well Permitting Management Account
P2000	Preservation 2000
RAI	Request for Additional Information
RFQ	Request for Qualifications
Risk MAP	Risk Mapping, Assessment and Planning
RSTF	Regional Stormwater Treatment Facility
RWSP	Regional Water Supply Plan
SERC	Statement of Estimated Regulatory Costs
SWIM	Surface Water Improvement and Management (Program)
SWMP	Strategic Water Management Plan
TRIM	Truth in Millage
WCA	Water Conservation Area
WMA	Water Management Area
WMD(s)	Water Management District(s)
WMLTF	Water Management Lands Trust Fund
WPSTF	Water Protection and Sustainability Trust Fund
WRA	Water Resources Act
WRCA	Water Resource Caution Area
WRD	Water Resource Development
WSA	Water Supply Assessment
WSD	Water Supply Development
WUCA	Water Use Caution Area
WUP	Water Use Permit

Appendices

C. Project Worksheets

Northwest Florida Water Management District
PROJECT SCHEDULE
Fiscal Year 2015-16
Tentative Budget - August 1, 2015

Program	Project													Expenditure Category										Projected Budget Request					AREA OF RESPONSIBILITY					Project Status Update - Additional Information			
No.	Title	Begin Date	End Date	Priority Ranking	Contract/ MOU Status	Project Status	Project Coordinator(s)	Total Estimated Project Amount	WMD Project Amount	WMD Funding Source	Funded from Fund Balance Yes/No	Total Project Expenditures to Date	Estimated Project Expenditures for Remainder of FY2014-15	Projected Expenditures to be Re-Appr. for FY2015-16	Budget Request for FY2015-16	Salaries and Benefits	Expense	Other Personal Services	Contractual Services	Operating Capital Outlay	Fixed Capital Outlay	Interagency Grants	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	Phase	Water Supply	Water Quality	Flood Protect	Natural Systems	Mgmt Services				
1.8 Water Resources Planning and Monitoring																																					
1	FEMA Map Mod. & Risk MAP Program	12/25/2002	Unscheduled	1	Multiple contracts	In progress	FEMA, local governments	27,089,084	27,089,084	Federal: GF	NO	16,438,217	3,202,425	2,678,442	2,678,442	276,392	22,050	-	2,280,000	-	-	-	-	1,600,000	1,000,000	800,000	800,000	800,000	0%	0%	100%	0%	0%	Ongoing floodplain mapping and management in cooperation with FEMA and local governments.			
2	Minimum Flows and Levels Spring Hydrologic Monitoring Grant	10/28/1997	Unscheduled	1	Multiple contracts	In progress	FDEP, USGS	24,364,740	23,454,740	GF, FDEP	YES	2,415,808	1,234,719	-	1,671,799	408,249	20,360	-	1,213,200	30,000	-	-	2,234,280	1,923,462	2,271,407	2,229,869	2,126,485	33%	33%	0%	34%	0%	Ongoing implementation of discharges MFL program.				
3		12/12/2014	9/30/2016	1	Contract Executed	In progress	FDEP, FGS, USGS	810,000	810,000	FDEP	NO	57,872	232,328	520,000	-	-	-	-	500,850	309,150	-	-	-	-	-	-	-	33%	33%	0%	34%	0%	MFL/BMAP Support.				
								PROGRAM SUBTOTAL	52,963,824	51,353,824	-	18,887,997	4,669,472	3,098,442	4,770,241	684,641	42,400	-	3,994,050	339,150	-	-	3,734,280	2,923,462	3,071,407	3,029,869	2,926,485	PROGRAM SUBTOTAL									
2.8 Acquisition, Restoration and Public Works																																					
4	Streambank Restoration at Devil Hole Spring	3/1/2014	9/30/2016	1	DEP	Prelim Design & Permitting	DEP	125,000	-	-	-	-	125,000	125,000	125,000	6,579	-	-	21,600	6,000	125,000	125,000	-	-	-	-	-	0%	0%	0%	100%	0%					
5	Streambank Restoration at Cotton Landing	10/1/2014	9/30/2016	1	DEP	Permitting and begin	DEP	175,000	-	-	-	-	175,000	175,000	175,000	6,579	-	-	32,400	9,000	175,000	175,000	-	-	-	-	-	0%	0%	0%	100%	0%					
6	Walsingham Park Streambank Restoration	10/1/2015	9/30/2016	1	FWC-AHRE Section Funding	Construction	FWC, USFAWS	75,000	In-Kind	Reserves	YES	-	2,700	75,000	75,000	TBD	-	-	-	-	75,000	-	-	-	-	-	-	0%	0%	0%	100%	0%					
7	Spaulding Streambank Restoration	10/1/2015	9/30/2016	1	Coop Agreement executed	Ongoing	Provide labor/equipment	32,500	32,500	Reserves	YES	9,016	32,500	32,500	32,500	5,555	-	-	-	-	32,500	-	-	-	-	-	-	0%	0%	0%	100%	0%					
8	Low Oak Streambank Restoration	10/1/2014	9/30/2016	1	Coop Agreement executed	Ongoing	Provide labor/equipment	125,000	125,000	Reserves	YES	29,962	107,500	107,500	107,500	5,555	-	-	-	-	125,000	-	-	-	-	-	-	0%	0%	0%	100%	0%					
9	Highower Streambank Restoration	10/1/2014	9/30/2016	1	Coop Agreement executed	Ongoing	Provide labor/equipment	95,000	95,000	Reserves	YES	15,008	-	95,000	95,000	5,555	-	-	-	-	95,000	-	-	-	-	-	-	0%	0%	0%	100%	0%					
10	Willford Spring Restoration Bay County Alternative Water Source Development	4/28/2014	6/24/2015	1	Contract expiration date was extended to 06/24/15	Under construction	DEP & FWC	2,119,985	1,872,308	Reserves	YES	1,823,072	226,623	70,000	70,000	16,730	-	-	2,119,985	447,287	-	-	-	-	-	-	0%	0%	0%	100%	0%						
11		11/1/2013	9/30/2015	1	Executed	Under construction	Bay County	23,425,000	5,480,000	WSPST	NO	5,470,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	0%	0%	0%	0%	Majority of funds previously paid; project completion during FY 14-15.				
12	Water Supply Development Grants	7/2/2007	Unscheduled	1	Multiple contracts	In progress	Multiple local governments & utilities	25,484,136	25,484,136	GF	YES	14,222,132	2,355,958	11,562,793	13,877,793	-	-	-	-	-	-	13,877,793	1,686,972	-	-	-	100%	0%	0%	0%	0%	Two years of grant projects in various stages of planning, design and construction. Six have been completed.					
13	Florida Forever Capital Improvement Program	3/7/73	9/30/2016	1	Multiple contracts	In progress	Local governments	26,264,490	26,264,490	FL Forever	NO	25,922,010	-	372,480	372,480	-	-	-	-	-	-	-	372,480	-	-	-	-	0%	60%	0%	40%	0%	One local stormwater retrofit grant anticipated, after which the appropriated funds will have been fully expended.				
14	St. Andrew Bay SWIM	3/9/97	9/30/2016	1	Multiple contracts	In progress	Local governments; stakeholders	7,700,000	7,700,000	EMRTF	NO	4,863,446	1,713,972	1,111,506	1,111,506	4,319	-	-	-	-	-	1,107,187	-	-	-	-	0%	45%	10%	45%	0%	Project includes carryover funding for cooperative stormwater retrofits and water quality and habitat restoration. Revenue expected to be fully expended after FY 15-16.					
15	DOT Mitigation	3/2/12	Unscheduled	1	Multiple contracts	50 year expiration	DOT	54,209,847	54,209,847	DOT	NO	34,049,043	255,019	980,987	1,246,026	341,807	50,301	5,448	848,650	-	-	-	1,180,474	1,180,474	1,180,474	1,180,474	1,180,474	10%	30%	10%	50%	0%	Transportation mitigation program, pursuant to s. 373.4137, FS. In Lieu Fee Instrument, & Incentive Mitigation Plan.				
16	Apalachicola River and Bay SWIM	1989	9/30/2016	1	Multiple contracts	In progress	Local governments; stakeholders	7,040,000	7,040,000	EMRTF	NO	6,260,320	148,480	631,250	738,648	27,143	-	-	-	-	-	712,906	111,125	111,125	111,125	111,125	111,125	0%	45%	10%	45%	0%	Remaining stormwater grant funds expected to be expended during FY 15-16. Anticipate new revenue source need for recurring funding: \$71,125 MFL & \$40,000 Soil-Based Crop Rotation BMPs.				
17	Apalachicola Bay Water Quality	4/15/48	9/30/2016	1	Multiple contracts	In progress	Local governments; stakeholders	3,000,000	3,000,000	WMLTF	NO	446,954	2,303,446	250,000	250,000	-	-	-	250,000	-	-	-	-	-	-	-	-	0%	100%	0%	0%	0%	Stormwater retrofit facilities under development.				
18	Magnolia and Wakulla Gardens Wastewater Retrofits	4/1984	7/31/2017	1	Under development	Planning & Engineering	Wakulla County	12,313,200	4,600,000	DEP	NO	-	-	4,600,000	397,700	-	-	-	-	-	-	397,700	4,202,300	-	-	-	25%	50%	0%	25%	0%	Cooperative project to extend sewer systems and eliminate OSDS. Project in engineering stage.					
19	Magnolia and Wakulla Gardens Wastewater Retrofits Phase II	10/1/2015	9/30/2017	1	Preliminary Planning	Preliminary Planning	Wakulla County	5,800,000	5,800,000	DEP	NO	-	-	5,800,000	-	-	-	-	-	-	-	5,800,000	-	-	-	-	25%	50%	0%	25%	0%	Cooperative project to extend sewer systems and eliminate OSDS. Project in engineering stage.					
20	Lake Munson Target Area Project	12/11/2014	7/31/2017	1	Under development	Planning & Engineering	Leon County	2,000,000	1,000,000	DEP	NO	-	-	500,000	200,000	-	-	-	-	-	-	200,000	800,000	-	-	-	25%	50%	0%	25%	0%	Cooperative project to extend sewer systems and eliminate OSDS. Project in engineering stage.					
21	Lake Munson Target Area Project Phase II	10/1/2015	9/30/2017	1	Preliminary Planning	Preliminary Planning	Leon County	3,900,000	1,950,000	DEP	NO	-	-	1,950,000	-	-	-	-	-	-	-	1,950,000	-	-	-	-	25%	50%	0%	25%	0%	Cooperative project to extend sewer systems and eliminate OSDS. Project in engineering stage.					
22	Jackson Blue Springs AG BMPs	10/1/2013	9/30/2016	1	Multiple contracts	In progress	Jackson County	850,000	487,500	DEP	NO	-	365,625	121,875	121,875	-	-	-	-	-	-	121,875	-	-	-	-	25%	50%	0%	25%	0%	Implementation of agriculture BMPs for water quality improvement and water use efficiency. In progress.					
23	Jackson Blue Springs AG BMPs 15/16	10/1/2015	9/30/2017	1	Multiple contracts	Preliminary Planning	Jackson County	1,333,333	1,000,000	DEP	NO	-	-	1,000,000	-	-	-	-	-	-	-	1,000,000	-	-	-	-	25%	50%	0%	25%	0%	Implementation of agriculture BMPs for water quality improvement and water use efficiency.					
24	Cloabome Aquifer Evaluation	12/11/2014	9/30/2016	1	Under development	Planning & Engineering	Jackson County	460,000	460,000	DEP	NO	-	12,155	447,845	447,845	27,845	-	-	-	420,000	-	-	-	-	-	-	50%	25%	0%	25%	0%	Evaluation of potential alternative water supply source.					
25	Indian Springs Sewer Extension Phase I	10/1/2015	9/30/2017	1	Preliminary Planning	Preliminary Planning	Jackson County	1,950,000	1,450,000	DEP	NO	-	-	1,450,000	-	-	-	-	-	-	-	1,450,000	-	-	-	-	0%	75%	0%	25%	0%	Cooperative project to extend sewer systems and eliminate OSDS. Project in engineering stage.					
26	Bay County Land Acquisition and Restoration	10/1/2015	9/30/2017	1	Preliminary Planning	Preliminary Planning	None	102,000	102,000	DEP	NO	-	-	102,000	-	-	-	-	-	-	-	102,000	-	-	-	-	0%	45%	10%	45%	0%	Acquisition and restoration of parcel on Econfinia Creek.					
27	Wakulla County Land Acquisition	10/1/2015	9/30/2017	1	Preliminary Planning	Preliminary Planning	DEP	6,462,000	6,462,000	DEP	NO	-	-	6,462,000	-	-	-	-	-	-	-	6,462,000	-	-	-	-	20%	40%	0%	40%	0%	Acquisition of parcel within Wakulla Spring contribution area.					
28	Jackson County Land Acquisition	10/1/2015	9/30/2017	1	Preliminary Planning	Preliminary Planning	DEP	4,786,568	4,786,568	DEP	NO	-	-	4,786,568	-	-	-	-	-	-	-	4,786,568	-	-	-	-	20%	40%	0%	40%	0%	Acquisition of parcel within Jackson Blue Spring contribution area.					
29	NFWF SWM	TBD	TBD	1	Under development	TBD	NFWF; FDEP; stakeholders	695,000	695,000	NFWF	NO	-	-	333,698	63,641	3,270	-	-	266,787	-	-	-	361,302	-	-	-	-	0%	45%	10%	45%	0%	New 2-year grant to begin in late FY 14-15/FY 15-16.				
								PROGRAM SUBTOTAL	194,362,669	163,936,349	-	93,110,963	7,383,678	21,258,086	41,329,119	511,308	53,371	5,448	1,839,437	15,000	14,097,663	27,736,627	8,342,173	1,291,599	1,291,599	1,291,599	PROGRAM SUBTOTAL										
3.8 Operation and Maintenance of Lands and Works																																					
																														0%	0%	0%	0%	0%			
																														0%	0%	0%	0%	0%			
								PROGRAM SUBTOTAL	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	0%	0%	0%	0%	
4.8 Regulation																																					
																														0%	0%	0%	0%	0%			
																														0%	0%	0%	0%	0%			
								PROGRAM SUBTOTAL	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	0%	0%	0%	0%	
5.8 Outreach																																					
																														0%	0%	0%	0%	0%			
																														0%	0%	0%	0%	0%			
								PROGRAM SUBTOTAL	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	0%	0%	0%	0%	
6.8 District Management and Administration																																					
																														0%	0%	0%	0%	0%			
																														0%	0%	0%	0%	0%			
																														0%	0%	0%	0%	0%			
								PROGRAM SUBTOTAL	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	0%	0%	0%	0%	
																														0%	0%	0%	0%	0%			
								PROGRAM SUBTOTAL	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	0%	0%	0%	0%	
																														0%	0%	0%	0%	0%			
								PROGRAM SUBTOTAL	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	0%	0%	0%	0%	
GRAND TOTAL								\$ 246,526,493	\$ 215,290,173	-	\$ 111,992,280	\$ 12,053,350	\$ 24,357,128	\$ 46,099,360	\$ 1,195,949	\$ 95,771	\$ 5,448	\$ 5,833,487	\$ 354,150	\$ 14,097,663	\$ 27,736,827	\$ 12,076,453	\$ 4,215,081	\$ 4,363,006	\$ 4,321,468	\$ 4,218,084	GRAND TOTAL										

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D. Related Reports

The following table includes a list of reports provided to the state that support the Standard Format Budget. Also included are the due dates, District employee responsible, and his/her email address.

PLAN / REPORT / ACTIVITY	DUE DATE	CONTACT	E-MAIL
Five-year Capital Improvement Plan	Annually March 1	Bill Cleckley	bill.cleckley@nwfwater.com
Five-year Water Resource Development Work Plan	≤ 30 days budget	Nick Wooten	nick.wooten@nwfwater.com
Strategic Water Management Plan	Annually Nov 30	Nick Wooten	nick.wooten@nwfwater.com
Strategic Water Management Plan Annual Work Plan Report	Annually March 1	Nick Wooten	nick.wooten@nwfwater.com
Minimum Flows and Levels Priority List	Annually Nov 15	Nick Wooten	nick.wooten@nwfwater.com
Regional Water Supply Plan Update	5 year update or as needed	Nick Wooten	nick.wooten@nwfwater.com
SWIM Plans (all)	As needed	Nick Wooten	nick.wooten@nwfwater.com
SWIM Priority List	5 year update or as needed	Nick Wooten	nick.wooten@nwfwater.com
Florida Forever Five-year Work Plan update	Annually March 1	Bill Cleckley	bill.cleckley@nwfwater.com
Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan Update F.S. 373.4137	Annually March 1	Nick Wooten	nick.wooten@nwfwater.com

Appendices

E. Outstanding Debt

Not Applicable

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F. Alternative Water Supply Funding – Water Protection and Sustainability Programs

Project Status

During FY 2014-2015, Bay County completed the construction of a surface water intake near the mouth of Econfina Creek and transmission pipeline. The District awarded \$5,470,000 from the Water Protection and Sustainability Program Trust Fund to supplement over \$17 million in local funding for the project. No projects are budgeted during FY 2015-2016 with funding from the Water Protection and Sustainability Program Trust Fund.

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G. Consistency Issues

Vehicle Maintenance Standards: Report on the development of baseline vehicle maintenance data and the use of this data to determine a cost effective vehicle replacement standard.

The Florida Department of Management Services has developed Minimum Equipment Replacement Criteria. For cars and pickup trucks, a Replacement Eligibility Factor (REF) is determined by considering the age of the vehicle, mileage, condition, lifetime maintenance costs, downtime, most recent annual maintenance cost and cost per mile. For trucks, tractors, mowers, trailers, and other equipment, a miles per hours or age threshold is established. If an asset exceeds the REF or replacement threshold, it is eligible for replacement.

The water management districts evaluated their fleet and equipment replacement policies, compared them to the state's criteria and adopted the state's minimum equipment replacement criteria (floor) or established criteria greater than the state.

Water Management Districts Minimum Replacement Criteria

	State	Northwest	St. Johns River	South Florida	Southwest Florida	Suwannee River
DROPDEAD AGE						
Gas	12	12	12	12	10	12
Diesel	---	12	---	15	10	---
DROPDEAD MILES						
Gas	120,000	150,000	120,000	180,000	150,000	120,000
Diesel	---	250,000	150,000	250,000	150,000	---
³ / ₄ Ton & 1 Ton Truck	150,000	175,000				

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The District has adopted the DMS minimum standards for vehicle replacement at 120,000 and 150,000 miles; however, most automobiles and trucks are replaced at 170,000 to 180,000 miles depending on condition, type of usage, and repair history. The DMS standards were also adopted for other classes of larger vehicles and equipment but the replacement is based on condition and cost of repair. NFWMD has not replaced any on-road vehicles in the last year. As replacement is considered the repair and maintenance cost data gathered and reported in the metrics will be used.

Structure and Staff Nomenclature: Report of the progress of the development of a standardized classification for non-managerial positions.

Prior to 2011, no state standard existed for the structure and staff nomenclature for the water management districts. In 2011, the water management districts began developing consistent standards for the classification and nomenclature of staff positions. In FY 2011-2012, the water management districts focused on management level positions.

The districts agreed to a five-level classification for management, as stated below:

- Level 1 – Executive Director
- Level 2 – Assistant Executive Director
- Level 3 – Division Director or Office Director
- Level 4 – Bureau Chief or Office Chief
- Level 5 – Section Administrator or Manager

In FY 2012-2013, the districts expanded their work in the development of standardized classification to non-managerial positions. It was determined that a tiered approach would best enable the districts to achieve consistency while maintaining the appropriate staff necessary to support the core missions of the districts. The districts were grouped into the following tiers based on size, scope, and programs of each district:

- Tier 1 - South Florida
- Tier 2 - Southwest Florida and St. Johns
- Tier 3 - Northwest and Suwannee

The Tier 1 district continues to evaluate its pay grades, job titles, and pay rates in comparison to other water management districts to determine where it can establish commonalities.

The Tier 2 and Tier 3 districts have all adopted common pay grades, which facilitates the development of a standard classification system for all positions. The Tier 2 districts have evaluated their job classifications to determine which positions could be classified in a common pay grade. To date, the Tier 2 districts have achieved pay grade consistency for approximately 50 existing jobs, particularly jobs in information technology, engineering, and science.

Tier 3 districts have extensively reviewed the organizational structures of the districts. The Tier 3 districts have aligned district resources with core missions and programmatic needs and aligned their job classifications with Tier 2 districts.

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The districts will continue to review job classifications and adopt consistent classifications where possible.

All Districts have agreed to structure and staff nomenclature for the top five levels of management.

Staff Levels/Reorganization: Develop a method of regularly evaluating staffing levels to ensure that staffing is consistent with programmatic needs.

Each water management district continues to evaluate its organizational structure and staffing levels as it focuses on core missions.

The NFWWMD continues to review positions to assess and align each position to core missions and ensure that salary costs are appropriately budgeted and expended. As positions become vacant, they are evaluated to substantiate the need for the position. In addition, the position is assessed to see if it could be better filled as an OPS position or contracted rather than authorized FTE, which would generate a savings to the District.

Salary Range: Evaluate the common pay plan set for finalization in October 2012 between the NFWWMD, SJRWMD, SRWMD, and SWFWMD, and then compare it to that of the SFWMD to determine whether a common plan is a feasible option for all Districts.

SJRWMD, SWFWMD, NFWWMD, and SRWMD implemented a common pay plan. SFWMD determined that implementing a common pay plan would result in significant adverse impact to 38 percent of the SFWMD workforce unless pay loads are widened. Additionally, there are a number of positions that are unique to the services provided by SFWMD, such as flood control and Everglades restoration. SFWMD continues to evaluate pay grades, titles, and rates to determine where it can establish commonalities.

Health Insurance: Report of the feasibility study of strategies to realize cost savings, while maintaining benefit levels.

In recent years, the Governor has directed water management districts to evaluate their health insurance plans with the goal of identifying potential for savings. In August 2011, when the Governor approved the Districts' FY 2011-2012 budget, the Governor provided specific direction in this regard. The Governor's letter approving the Districts' budget included a memorandum with items all water management districts were to address in the coming year.¹ The memo specifically provided that water management districts were to analyze health insurance, including an "[e]valuation of [a]ggregated [b]enefit [p]lan [s]avings."²

¹ Correspondence dated August 24, 2011, from Governor Scott to Mr. W. Leonard Wood, Chair, Governing Board of the St. Johns River Water Management District, available at: <http://www.dep.state.fl.us/secretary/watman/files/082411/wood.pdf>

² Initially, there was a concern regarding whether the water management districts had legal authority to join their plans together. However, SB1986, passed by the legislature and approved by the Governor on

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In response, representatives from all water management districts participated in a series of meetings in which the districts' health insurance plans were discussed. Each water management district had its own health insurance plans with distinct features. Four of the five districts had plans that were fully insured through Florida Blue. One district self-insured its plans, which were administered through Cigna. The Districts' plans had different plan years, contribution strategies, and levels of benefits. Each difference contributed to the complexity of the assignment.

Ultimately, South Florida Water Management District (SFWMD) and Southwest Florida Water Management District (SWFWMD) each commissioned an outside consultant to study the issue and provide a report. SFWMD commissioned Healthcare Analytics, a division of Gallagher Benefit Services, Inc. to prepare their report ("Gallagher report"). SWFWMD commissioned Silver Insurance Consultants to prepare their report ("Silver report").

The Gallagher report, dated May 21, 2012, analyzed the consolidation of the health insurance plans for all five water management districts in Florida. In its analysis, the Gallagher report made the following assumptions: (1) the districts would utilize a self-funded approach; (2) only four of the plans currently offered by the districts would continue to be used after the consolidation; and (3) participants would generally select a health plan that is closest to their current plan; and (4) the districts would utilize a stop loss deductible of \$250,000. Using these assumptions, the Gallagher report found that the districts would be able to achieve a consolidated savings of \$1.6 million to \$2.7 million during the first year.

The primary drivers for these savings were the reduction of administration and profit charges in the plans that are currently fully insured (all except SFWMD) and the reduction in benefit value that SFWMD would experience due to plan design changes. Although the report concluded that the districts would achieve significant savings in total, some water management districts were expected to have increased costs. Comparing the conservative to the aggressive approach, the report estimated SJRWMD would have increased costs in the range of \$129,000 to a decrease of \$59,000; SRWMD would have increased costs in the range of \$206,000 to \$185,000; NFWMD would have increased costs in the range of \$21,000 to a decrease of \$11,000; SWFWMD would have a decrease in costs in the range of \$813,000 to \$1,016,000. SFWMD, currently self-insured, would have a decrease in costs in the range of \$1,178,000 to \$1,757,000. Excluding SFWMD from the Gallagher assumptions/estimates, the consolidated annual savings would be in the range of \$457,000 to \$901,000.

The report noted that the smaller districts may have other challenges with the consolidation. Specifically, the report questioned whether the smaller districts could afford to be at risk for such a high stop loss deductible.

April 20, 2012, specifically authorizes water management districts to pool their resources for the provision of group insurance for their employees.

Appendices

The Siver report looked at the savings that could be achieved by creating a self-insured pool for all of the water management districts, except for SFWMD. The Siver report concluded that the four districts could achieve a consolidated annual savings of almost \$1,000,000 in the first year. However, the report also concluded that the cost savings for some districts would be more substantial than for others, and that if claims are more than projected, short term costs could be higher.

The Siver report also summarized some of the issues that must be addressed if the water management districts were to create a combined self-insurance pool. First, the districts would need to agree on a legal structure, participation eligibility, and commitments, management of the organization, procurement methodology, and plan design. The districts would also need to agree upon rate structure, allocation of costs, and financing methodology.

The water management districts continue to explore options individually, as well as collectively, to standardize benefits and control health insurance costs for both the employee and employer.

The District offers two health plans (PPO through FloridaBlue; HMO through Capital Health Plan) that are the same providers used by the State in the northwest region and are comparable to the plans currently being offered by the State in regards to costs and benefits. Due to the lack of network providers in the northwest region, employees have been insured through FloridaBlue and Capital Health Plan since 1992. The District remains willing to participate in a combined effort if cost savings can be assured. There are concerns in participating in the SFWMD's self-insured plan due to the projected increased cost and the District's inability to afford the \$250,000 stop loss deductible.

Historically, SFWMD, SWFWMD, NFWMD, and SJRWMD provided health insurance subsidies to retirees. Each of these districts developed a phase out plan. SRWMD did not provide this benefit.

The District discontinued contributing towards retirees' health insurance premiums effective October 1, 2011. Effective April 1, 2013, retirees had the option of having their health insurance premiums deducted from their retirement check from the Florida Department of Management Services.

Metrics

The reporting of water management district metrics began in Fiscal Year 2011-2012. This information is used to assess the effectiveness of the districts' work processes, such as consumptive use and environmental resource permitting, and to gauge progress toward district goals, such as meeting future water supply needs and protecting natural systems. Since Fiscal Year 11-12, the number of individual metrics has been reduced from 83 to 24, to focus on those metrics most useful for performance evaluation. Currently, 16 metrics are reported quarterly and the remaining eight are reported annually at the end of each fiscal year.

Appendices

Contract and Lease Renewals: Report on progress of price concessions from vendors

Governor Scott has asked each state agency falling under his purview to examine its existing contracts and seek price concessions from its vendors. Each water management district is encouraged, regarding contracts or lease agreements, to seek these same price concessions from its vendors for existing contracts. When considering lease agreements, office space should be utilized in the most efficient manner possible with a focus on saving taxpayer dollars.

In compliance with Florida Statutes, the policy of NFWFMD is pursuing price concessions from vendors for those purchases that require concession efforts. Additionally, the District has taken this concept a step further and engages in price concession efforts on those purchases that are not subject to the requirement. Pursuing price concessions on both required and non-required purchases is of benefit to the District and to the citizens it serves.

Liz Carew (COC)

From: April Murray <April.Murray@nwfwater.com>
Sent: Thursday, July 30, 2015 8:51 AM
To: Bay County Clerk; Betsy Coxen ; Calhoun County Clerk; Liz Carew (COC); Franklin County Clerk; Gadsden County Clerk; Gulf County Clerk; Holmes County Clerk; Jackson County Clerk ; Jefferson County Clerk; Leon County Clerk; Liberty County Clerk; Okaloosa County Clerk; Santa Rosa County Clerk; Wakulla County Clerk; Wakulla County Clerks Office; Walton County Clerk; Washington County Clerk
Cc: Brett Cyphers; Guy Gowens; Wendy Dugan; Amanda Bedenbaugh; Jim Lamar
Subject: Northwest Florida Water Management District - August 1, 2015 Tentative Budget Report
Attachments: 7-30-15 Tentative Budget Letter - Governor.pdf; NFWFMD FY15-16 Tentative Budget Report - FINAL 7-29-15.pdf

Dear County Clerks of Court:

In accordance with the provisions of Section 373.536(5)(c), Florida Statutes, the Northwest Florida Water Management District's Standard Format Tentative Budget Submission including information for the preceding fiscal year, the current fiscal year, and proposed amounts for the upcoming fiscal year is now available. Please find the cover letter and the report attached for your information.

If you have any questions regarding this report, contact Wendy Dugan, Director, Division of Administration at (850)539-5999.

April Murray
Budget Analyst
Northwest Florida Water Management District
850-539-5999

THE ESCAMBIA SUN-PRESS, LLC

PUBLISHED WEEKLY SINCE 1948



(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared

MICHAEL P. DRIVER

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of CASH BOND
ESCAMBIA COUNTY CLERK CASH BOND DEPOSITOR

in the CIRCUIT Court
was published in said newspaper in the issues of

JULY 16, 2015

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

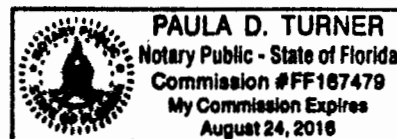
Michael P. Driver
PUBLISHER

Sworn to and subscribed before me this 16TH DAY OF
JULY A.D., 2015

Paula D. Turner

PAULA D. TURNER

NOTARY PUBLIC



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2015. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

Cash Bond Depositor

Aquiles Astudillo	\$441.00
Barrie Krumholz	\$100.00
Beverly Hanson	\$94.35
Brianna N Newman	\$250.00
Brittany Nicole Renfro	\$250.00
Carolyn D Works	\$25.00
Christopher R Lee	\$25.00
Christy Cromwell	\$50.00
Clark Partington Hart	\$100.00
Corbin Williams	\$25.00
Danny Mason	\$50.33
Douglas Zahn PA	\$100.00
Edward W Peterson	\$200.00
Fannie Mae C/o Foley & Lardner LLP	\$100.00
Gladstone Law Group PA	\$500.00
Hannah E Seigle	\$50.00
Isaac Warren	\$25.00
James Browning	\$500.00
Amison Whitaker	\$46.50
Jose Ibarra-Torres	\$100.00
Cass, Shuler, Solomon, Spector, Foyle & Singer PA	\$100.00
Corelei Peterson	\$25.00
Matthew T Spanaka	\$100.00
Aurice Thomas	\$500.00
Ferrill Lynch Capital	\$100.00
Michael S Boruch	\$75.00
Michael Scruggs	\$100.00
Nichelle M Jackson	\$100.00
Timie D Hunte	\$250.00
Orschae L Black	\$250.00
Richard E Golden	\$25.00
Robert Kapellas	\$1,832.00
Odney Fillingim	\$500.00
Yannon Andrews	\$100.00
Nith, Hiatt & Diaz PA	\$100.00
Stephen Harvey	\$100.00
Thomas Charles Dvorak	\$1,370.00
Shiba Patel	\$165.50

w-1w-07-16-2015

THE ESCAMBIA SUN-PRESS, LLC

PUBLISHED WEEKLY SINCE 1948



(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared

MICHAEL P. DRIVER

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of OVERPAYMENT
ESCAMBIA COUNTY CLERK OVERPAYMENTS/REFUNDS

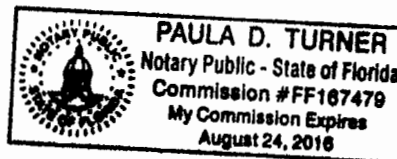
in the CIRCUIT Court
was published in said newspaper in the issues of
JULY 16, 2015

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Michael P. Driver
PUBLISHER

Sworn to and subscribed before me this 16TH DAY OF
JULY A.D., 2015

Paula D. Turner
PAULA D. TURNER NOTARY PUBLIC



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER'S OFFICE INTENDS TO INITIATE FORFEITURE PROCEEDINGS PURSUANT TO SECTION 116.21 FLORIDA STATUTES AGAINST UNCLAIMED MONIES. PERSONS HAVING OR CLAIMING ANY INTEREST IN SAID FUNDS OR ANY PORTION OF THEM, SHALL FILE THEIR WRITTEN CLAIMS WITH THE CLERK OF ESCAMBIA COUNTY, FLORIDA, HAVING CUSTODY OF SUCH FUNDS BY SEPTEMBER 1, 2015. SUFFICIENT PROOF SHALL BE SUBMITTED TO SAID CLERK OF OWNERSHIP AND UPON DOING SO SHALL BE ENTITLED TO RECEIVE SAID FUNDS. IF UNCLAIMED, THESE FUNDS SHALL BE DECLARED FORFEITED TO THE ESCAMBIA COUNTY CLERK'S FINE AND FORFEITURE FUND AND ALL CLAIMS SHALL BE FOREVER BARRED.

Overpayments/Refunds

Adam S Hagan	\$28.62
Amber N Daigle	\$24.98
Ashley L McClellan	\$12.00
Barry Fennel	\$66.70
Britney D Johnson	\$12.96
Chad A Kogut	\$16.00
Christopher C Moore	\$12.96
Daniel Franklin Brison	\$106.11
David M Evans	\$53.00
Edward L Adams	\$12.96
James A Swindall	\$30.04
Jamie L Belcher	\$105.03
Janice M Mercer	\$10.80
Jessica N Turner	\$12.96
Kanisha N Campbell	\$77.22
Lacie M Wideman	\$12.96
Lisa A Mihal Palmer	\$12.96
Loss Mitigation Title Services	\$17.00
Martin A Dimas	\$53.00
Mary E Johnson	\$12.96
McNeese Title LLC	\$34.00
Melinda L Forino	\$44.82
Melissa C Nixon	\$40.50
Pablo Lozado	\$53.00
Richard A McCrory	\$23.09
Rosa I Nye	\$12.96
Theodore E Lapointe	\$12.96
Timothy L Lynch	\$12.96
Warren O Austin	\$12.96

oaw-1w-07-16-2015



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-8632

Clerk & Comptroller's Report 9. 2.

BCC Regular Meeting

Consent

Meeting Date: 08/06/2015

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. Approve the Minutes of the Regular Board meeting held July 23, 2015;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 23, 2015;
- C. Accept, for filing with the Board's Minutes, the Report of the Budget Committee of the Whole Workshops held July 14 and 15, 2015; and

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held July 16, 2015.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

20150723 Agenda Work Session Minutes

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JULY 23, 2015
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(8:59 a.m. – 10:54 a.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Grover C. Robinson IV, Vice Chairman, District 4
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
Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Lumon J. May, District 3

1. FOR INFORMATION: The agenda for the July 23, 2015, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda, with comments from Stephan Hall regarding the 5:31 p.m. Public Hearing concerning adoption of an Ordinance creating the Lincoln Park Homeowners Area Street Lighting Municipal Services Benefit Unit (MSBU); Michael Weaver regarding the 5:34 p.m. Public Hearing concerning a Resolution increasing the fire MSBU assessment rate; and David Wheeler regarding Item 11-A, a recommendation concerning the design, including site plans, and construction of the new Jail facility;
 - 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, with comments from Andrew Holmer regarding the 5:48 p.m. Public Hearing, concerning the issuance of Operational Permit for Resource Extraction for Devine Farms Borrow Pit;

(Continued on Page 2)

REPORT OF THE AGENDA WORK SESSION – Continued

1. Continued...

- D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report (CAR), with comments from David Wheeler regarding CAR II-1, a recommendation concerning the first amendment to the agreement with the City of Pensacola for interruptible natural gas service; Keith Wilkins and Joy Blackmon regarding CAR II-3, a recommendation concerning the State of Florida Department of Environmental Protection agreement to provide financial assistance for the Bayou Chico Stormwater Retrofit Project; and Amy Lovoy regarding CAR II-16, a recommendation concerning an addendum agreement with AT&T for metro Ethernet service; and
- E. County Attorney Rogers reviewed the County Attorney's Report with comments from Tim Day regarding CAT I-1, a recommendation concerning the scheduling of a Public Hearing to consider creating Chapter 42, Environment, Article X, Pensacola Beach Leave No Trace, of the Escambia County Code of Ordinances.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8556

Growth Management Report 9. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/06/2015

Issue: 5:45 p.m. - A Public Hearing to Review an LDC Ordinance Amending Chapter 3 Zoning Regulations

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3-2.5

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Chapter 3, Zoning Regulations. In the Low Density Residential district (LDR), land zoned V-1 prior to the adoption of this code requires a one acre minimum lot size.

This hearing serves as the first 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:

On February 6, 2014, the BCC adopted an Ordinance creating a minimum lot size of one acre for parcels zoned V-1. The BCC adopted a new LDC on April 16, 2015 with combined zoning districts. Within the Low Density Residential district (LDR) the minimum lot size was inadvertently omitted.

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

Draft Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Minimum Lot size LDC Ordinance

Date: 6/8/15

Date requested back by: 6/15/15 or sooner(PB 7/7)

Requested by: Allyson Cain

Phone Number: 595-3547

.....

(LEGAL USE ONLY)

Legal Review by Kenna A. Smith

Date Received: 6/9/15

☒

Approved as to form and legal sufficiency. *As modified*

KAS

☐

Not approved.

☐

Make subject to legal signoff.

Additional comments:

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 3-2.5, LOW DENSITY RESIDENTIAL DISTRICT (LDR), TO PROVIDE A ONE ACRE MINIMUM LOT SIZE SITE AND BUILDING REQUIREMENT FOR LAND PREVIOUSLY ZONED V-1; 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 Board adopted a one acre minimum lot size for new subdivisions in V-1 zoning in February 2014; and

WHEREAS, the Board finds that maintaining the one acre minimum lot size for land zoned V-1 prior to the adoption of the LDR zoning district serves an important public purpose;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.5(d) is hereby amended as follows: (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 3-2.5 Low Density Residential district (LDR)

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR district:

(1) Density. A maximum of four dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 45 feet above highest adjacent grade unless otherwise prescribed by use.

(4) Lot area. A minimum lot size of one acre for new subdivisions in V-1 zoning prior to on April 16, 2015. For all other lots, there is no minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 50 feet for all other lots, and a minimum width of 70 feet at the front building line for all lots.

- 1 **(6) Lot coverage.** Minimum pervious lot coverage of 30 percent (70 percent
2 maximum semi-impervious and impervious cover) for all uses.
- 3 **(7) Structure setbacks.** For all principal structures, minimum setbacks are:
4 **a. Front and rear.** Twenty-five feet in the front and rear.
5 **b. Sides.** On each side, five feet or 10 percent of the lot width at the front building
6 line, whichever is greater, but not required to exceed 15 feet.
- 7 **(8) Other requirements.**
8 **a. Horse shelters.** Stables or other structures for sheltering horses or other
9 domesticated *equines* shall be at least 50 feet from any property line and at
10 least 130 feet from any dwelling on the property of another landowner.
11 **b. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development
12 regulations and standards.

13
14 **Section 2. Severability.**

15
16 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
17 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
18 affect the validity of the remaining portions of this Ordinance.

19
20 **Section 3. Inclusion in Code.**

21
22 It is the intention of the Board of County Commissioners that the provisions of this
23 ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the
24 sections, subsections and other provisions of this ordinance may be renumbered or re-
25 lettered and the word "ordinance" may be changed to "section," "article," or such other
26 appropriate word or phrase in order to accomplish such intentions.

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3 **Section 4. Effective Date.**
4

5 This Ordinance shall become effective upon filing with the Department of State.
6
7

8 **DONE AND ENACTED** this ____ day of _____, 2015.
9

10 **BOARD OF COUNTY COMMISSIONERS**
11 **OF ESCAMBIA COUNTY, FLORIDA**
12
13

14 **By:** _____
15 **Steven Barry, Chairman**
16

17 **ATTEST: Pam Childers**
18 **Clerk of the Circuit Court**
19

20 **By:** _____
21 **Deputy Clerk**
22

23 **(SEAL)**
24

25 **ENACTED:**
26

27 **FILED WITH THE DEPARTMENT OF STATE:**
28

29 **EFFECTIVE DATE:**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8558

Growth Management Report 9. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/06/2015

Issue: 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment - LSA-2015-01

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map

That the Board of County Commissioners (BCC) review and adopt the Large Scale Map Amendment 2015-01. At the April 7, 2015, Planning Board Meeting, the Board recommended approval to the BCC. At the May 7, 2015, BCC Meeting, the Board approved the transmittal to DEO.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 79-acre six-parcel site on Tower Ridge Road from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is AG, an agricultural low density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 325 lots for which a zoning change would be required.

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 FLU map of the Comprehensive Plan and distribution of copies 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

Application Packet

Draft Ordinance w/Legal Review

Clean Ordinance

LSA-2015-01



Board of County Commissioners • Escambia County, Florida

Horace Jones, Director
Development Services

May 13, 2015

Mr. Ray Eubanks, Plans Processing Administrator
Department of Economic Opportunity
Division of Community Planning
Caldwell Building
107 East Madison, MSC 160
Tallahassee, Florida 32399-4120

RE: Proposed Escambia County Comprehensive Plan Map Amendment LSA-2015-01

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statutes (F.S.).

The Local Planning Agency (LPA) considered the LSA on April 7, 2015 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on May 7, 2015, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Jones", with a long, sweeping underline.

Horace Jones
Department Director



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Planning Board-Regular

4. B.

Meeting Date: 04/07/2015

Issue: LSA-2015-01

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map

That the Board review and recommend to the Board of County Commissioners (BCC), for transmittal to the Department of Economic Opportunity, an Ordinance amending the 2030 Future Land Use Map.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 79-acre six-parcel site on Tower Ridge Road from Rural Community to Mixed-Use Suburban. The current zoning designation of the referenced parcels is AG, an agricultural low density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 325 lots for which a zoning change would be required.

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 FLU map of the Comprehensive Plan and distribution of copies 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

Application Packet

Staff Analysis

Maps

Legal Review

Draft Ordinance



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8016

Growth Management Report 13. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 05/07/2015

Issue: 5:47 p.m. - A Public Hearing - Comprehensive Plan Amendment - LSA-2015-01

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO) the Large Scale Map Amendment (LSA 2015-01). At the April 7, 2015, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 79-acre six-parcel site on Tower Ridge Road from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is AG, an agricultural low density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 325 lots for which a zoning change would be required.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

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Attachments

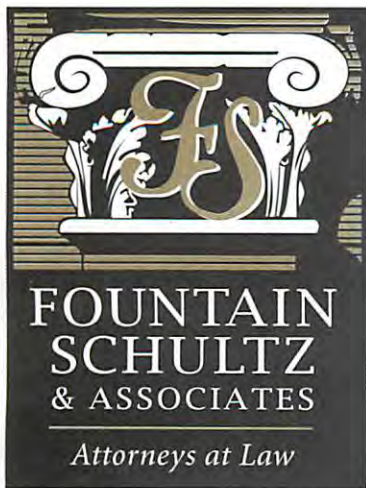
Application Packet

Staff Analysis

Maps

Legal Review

Draft Ordinance



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

VIA HAND DELIVERY

Escambia County Development Services Department
Attn.: Andrew Holmer
3363 West Park Place
Pensacola, FL 32505

**RE: Future Land Use Map Amendment 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:

Enclosed are the applications for the Future Land Use Map Amendment for both owners. Additionally, enclosed are 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 and State approve a Future Land Use Map Amendment on all the parcels to change the category from RC to MU-S.
- (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 \$3,964.50 for the application and advertising fees
- (10) Enclosed is a copy of the Complete Data and Analysis and any other documents compiled by Rebol-Battle & Associates, LLC.

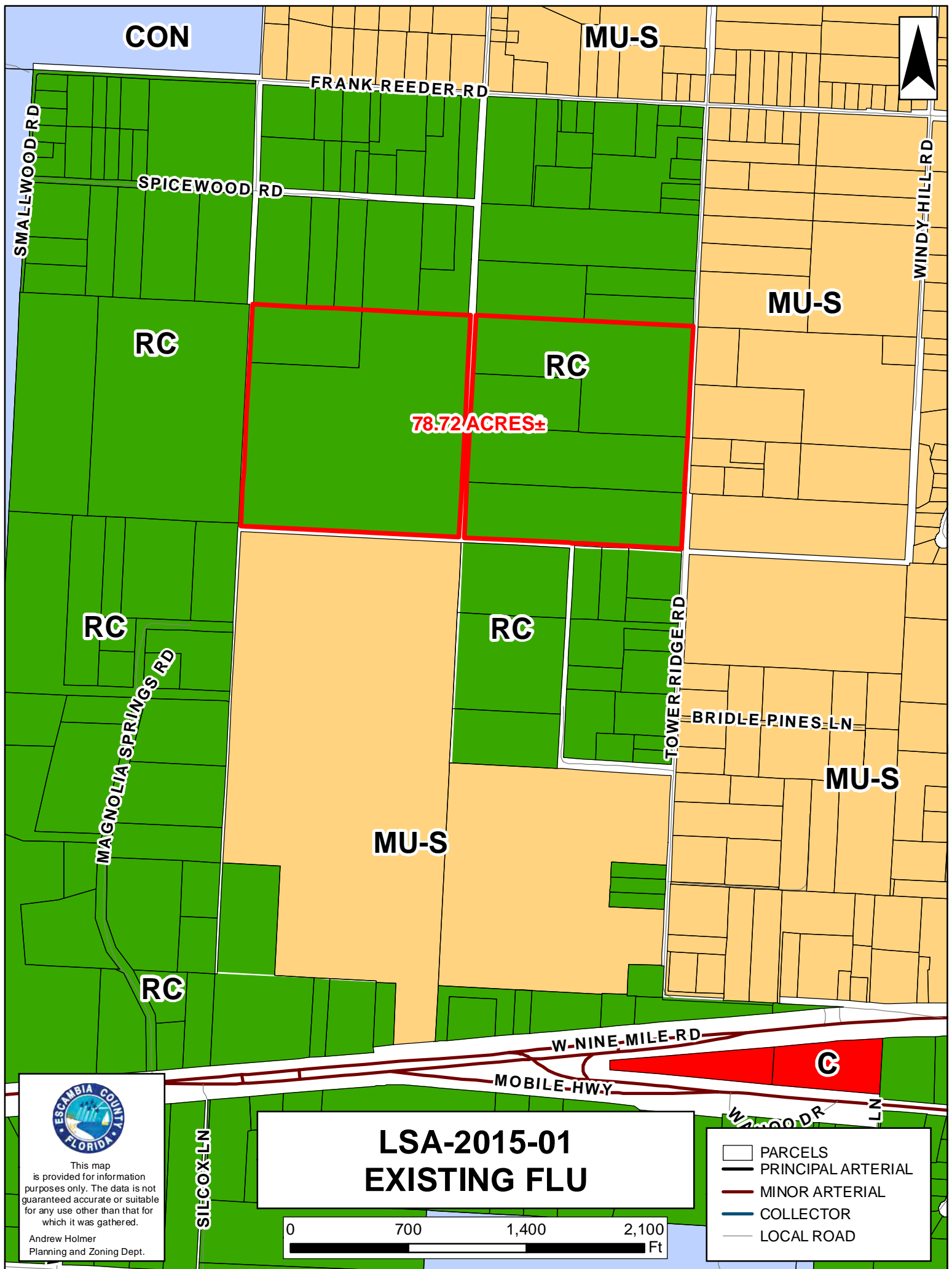
Should you have any questions or need additional information, please do not hesitate to contact us. Thank you for your consideration.

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

Kerry Anne Schultz



KAS: lds
Enclosures as stated



CON

MU-S

FRANK REEDER RD

SPICEWOOD RD

SMALLWOOD RD

WINDY HILL RD

MU-S

RC

RC

78.72 ACRES±

RC

RC

MAGNOLIA SPRINGS RD

TOWER RIDGE RD

BRIDLE PINES LN

MU-S

MU-S

RC

W NINE MILE RD

MOBILE HWY

SILCOX LN

LSA-2015-01
EXISTING FLU

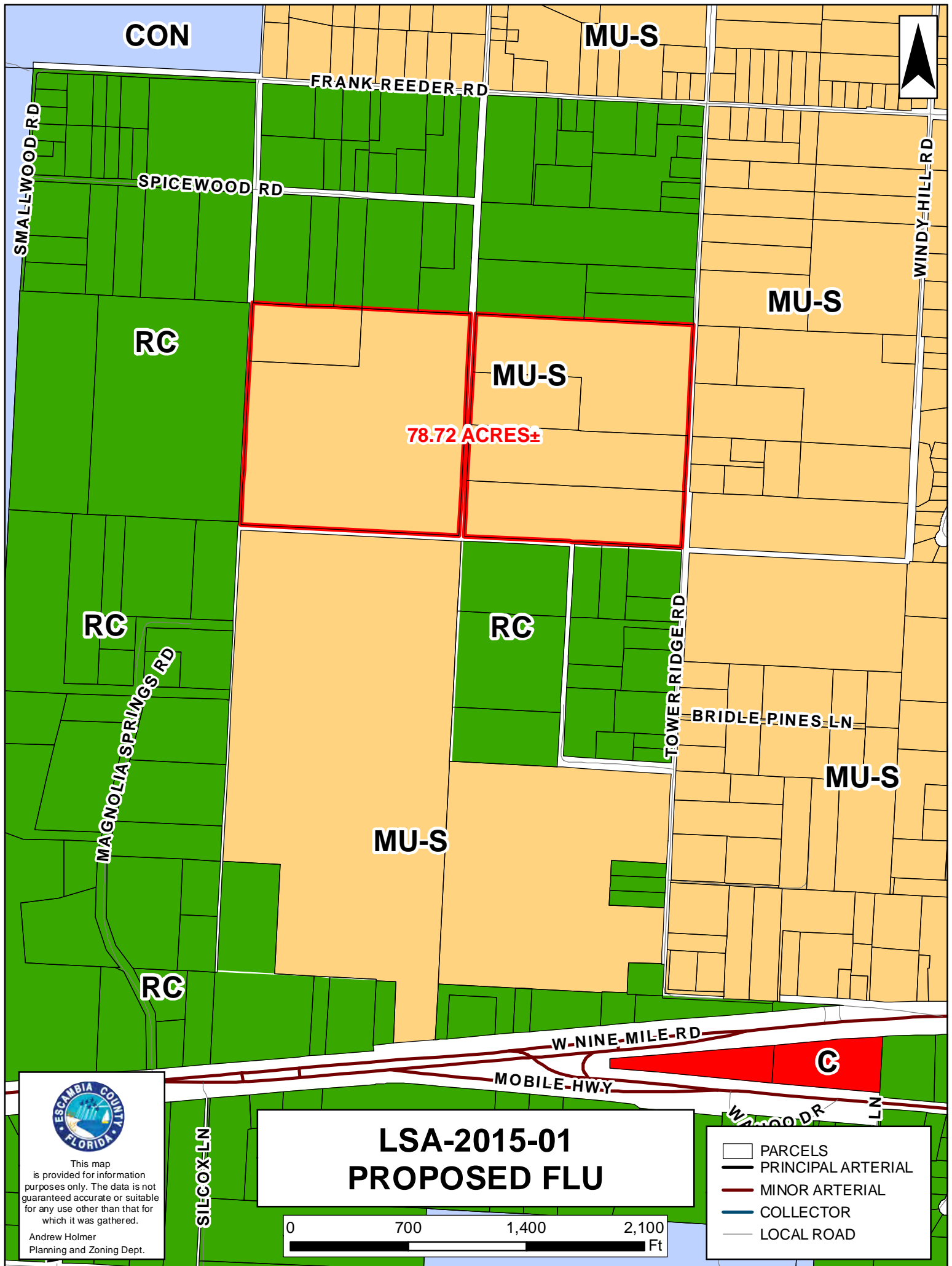
0 700 1,400 2,100
Ft



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.

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



**Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis**

General Data

Project Name: LSA 2015-01 – Tower Ridge Road Subdivision

Location: 9600 Block of Tower Ridge Road

Parcel #s: 01-1S-32-1000-080-003 (Jacob)
01-1S-32-1000-120-004 (Jacob)
01-1S-32-1000-070-003 (Busbee)
01-1S-32-1000-050-003 (Busbee)
01-1S-32-1000-050-004 (Busbee)
01-1S-32-1000-110-003 (Busbee)

Acreage: 78.72 (+/-) acres

Request: From Rural Community (RC) to Mixed-Use Suburban (MU-S)

Agent: Kerry Anne Schultz, Agent for owners Murphy J. Jacob and Jan Jacob Graham Reed, Trustees of the Murphy J. Jacob Revocable Trust Agreement; and the Busbee Limited Partnership

Meeting Dates: Planning Board, April 7, 2015
BCC, May 7, 2015

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 79-acre six-parcel site from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is AG, an agricultural low density district. The FLU change is proposed to allow a residential subdivision of approximately 325 dwelling units - a density for which a zoning change would be required.

The subject parcels are located along and beyond the west side of Tower Ridge Road between Nine Mile Road and Frank Reeder Road. Together they provide the site with approximately 1300 feet of frontage on Tower Ridge Road. The property is primarily vacant woodland containing several areas of jurisdictional wetlands.

The site is entirely within a RC future land use designation, but it adjoins a recently amended area of Mixed-Use Suburban to the south and an expansive area of MU-S eastward from Tower Ridge Road.

The site is largely surrounded by a semi-rural land use pattern of large-lot single-family residential uses. The pattern is interrupted on the site's west side by vacant woodland, on the east side by one public and one private borrow pit, and on the south side by a recently approved 115-acre subdivision (Vintage Creek) to be developed at 1.4 dwelling units per acre. Except for one AG zoned parcel on the north side of the site, R-3 (one-

family and two-family district, medium density) zoning adjoins to the north and south and RR (rural residential, low density) zoning adjoins to the east and west.

Subdivision development will require review and approval for compliance with the preliminary plat, infrastructure construction plan, and final platting requirements of Escambia County and all associated regulations and standards of the Land Development Code (LDC). No conceptual plans or applications for subdivision development have been submitted as of the time of the FLU amendment request.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

CP Policy INF 1.1.11 Required New Service Connection. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The FLU amendment application includes a letter from ECUA stating, without reference to a proposed number of dwelling units, that sewer service is available at the requested demand and flow, and that the proposed subdivision would not cause the affected system to fail to meet the levels of service adopted in the Comprehensive Plan.

Connection to ECUA's system in compliance with its requirements is the responsibility of the developer. The application indicates that construction of an on-site lift station and connection to an existing sanitary sewer force main within approximately 1.5 miles can be accomplished and would likely be coordinated with the same facilities required for the adjoining Vintage Creek subdivision under development. The applicant acknowledges that the design and construction of all sewer system extensions to serve the proposed development must comply with ECUA requirements.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: The FLU amendment application indicates that ECUA will provide solid waste collection service for the proposed subdivision. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the Perdido Landfill can accommodate the development.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject property is within the service area of ECUA for potable water. The FLU amendment application includes a letter from ECUA stating, without reference to a proposed number of dwelling units, that water service is available at the requested demand and flow, and that the proposed subdivision would not cause the affected system to fail to meet the levels of service adopted in the Comprehensive Plan.

Connection to ECUA's system in compliance with its requirements is the responsibility of the developer. The applicant anticipates connection to existing ECUA facilities along Tower Ridge Road and acknowledges that the design and construction of all water system extensions to serve the proposed development must comply with ECUA requirements.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The FLU amendment application indicates that stormwater management systems would be designed, approved, and permitted by all necessary agencies, including Escambia County, the Northwest Florida Water Management District, and the Florida Department of Environmental Protection, prior to subdivision development.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment application includes an initial test for traffic concurrency prepared by the Transportation and Traffic Operations Division of the Escambia County Public Works Department. The test provides a preliminary indication that a development of 325 single-family dwellings should comply with the level of service standards of the county for an impacted roadway segment of U.S. 90/Nine Mile Road from the Alabama state line to Mobile Highway.

The developer would pay all costs and construct all streets within the proposed subdivision, as well as proposed access to the development. The design and construction must comply with applicable Escambia County standards so that upon their construction the streets and accesses could be accepted for maintenance by the county. Development of the site may require the dedication of additional right-of-way for existing streets or the vacation of existing unopened rights-of-way.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment application includes a Level of Service Determination Letter from the School District of Escambia County stating, without reference to a proposed number of dwelling units, that specific elementary, middle, and high school student capacities are reserved for two years for the subject development and confirming that the development meets the School Level of Service requirements of Florida Statutes (Ch. 163.3180) and the adopted Interlocal Agreement with Escambia County.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1 [of the Escambia County Comprehensive Plan].*

Analysis: The referenced Comprehensive Plan table describes the current Rural Community FLU as intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County. Residential density is limited to two dwelling units per acre. The proposed Mixed-Use Suburban FLU, as described by the same policy, is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential density within the MU-S category is limited to 25 dwelling units per acre.

The area at the western end of Nine Mile Road continues to transition from rural and semi-rural to suburban development patterns. Approval of the amendment would eliminate agricultural uses from among the range of allowable uses on the subject site and replace compact, traditional neighborhood supportive commercial development options with opportunities for professional offices and general retail sales and service uses. The availability of residential, recreational, public, and civic uses would remain unchanged. The density limit of MU-S would allow some zoning districts with densities incompatible with the surrounding development, but there is no other FLU category available to less substantially increase residential density from that of RC.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: There are no known public potable water wells in proximity to the subject property.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment application includes a response letter to a record search request indicating that the Florida Master Site File, the state's official inventory of historical and cultural resources maintained by the Florida Department of State, lists no archaeological sites within the requested FLU change area. The letter cautions, however, that there may be unrecorded archaeological sites, historical structures or other resources. Development of the site remains subject to LDC provisions requiring the cessation of construction or other development activities should archaeological or historical artifacts or resources be discovered until a determination of significance is completed.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The FLU amendment application includes a map prepared by environmental consultants making a preliminary determination of approximately 12.5 acres total of jurisdictional wetlands among several areas within the subject site. The wetlands correspond with hydric soils identified by the Soil Survey of Escambia County prepared by the U.S. Department of Agriculture. However, the soil survey does not indicate prime farmland soils within the site. The application states that protection of the wetland areas would be ensured in the design and permitting of the proposed subdivision and that a

preliminary investigation found no current site indications of threatened or endangered species.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."*

Analysis: The proposed Mixed-Use Suburban FLU amendment would discourage urban sprawl through the characteristics of the development pattern it would encourage within the modest expansion of existing MU-S area. Single-family residential use allowed by the proposed FLU, and strongly associated with on-going growth and development along W. Nine Mile Road, would be required to be developed in a manner that will protect and not have an adverse impact on natural resources and ecosystems. The close proximity of the development to public infrastructure and services already in place and serving a mix of uses would promote the efficient and cost-effective provision or extension of those facilities and services and would avoid the potential adverse impacts of on-site wells and septic systems. The higher residential density allowed by the FLU change, if appropriately limited by zoning, would support a continued balance with the existing and expanding nonresidential uses in the area. The required protection of wetlands would promote the preservation of a substantial proportion of the subject site as open space and natural lands with the potential to provide some level of passive recreation.

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____

LARGE SCALE FLU AMENDMENT _____

Current FLU: _____ Desired FLU: _____ Zoning: _____ Taken by: _____

Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date: _____

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF
ESCAMBIA COUNTY, FL**

Name: Murphy J. Jacob Trust

Address: 1005 Potomac Drive, Pensacola, FL 32505

Telephone: (850) 939-3535

Email: KASchultz@Fountainlaw.com

DESCRIPTION OF PROPERTY:

Street address: 9600 BLK Tower Ridge Road, Pensacola, Florida, 32526

Subdivision: N/A

Property reference number: Section _____ Township _____ Range _____

Parcel (See below) _____ Lot _____ Block _____

Size of Property: 15 Acres - Parcels: 011S32-1000-080-003; 011S32-1000-120-004

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner 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 there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

[Signature] Jan Jacob Reed 2-23-15
Signature (Property Owner) Printed Name Date

[Signature] Kerry Anne Schultz Esq. 2/23/15
Signature (Agent's Name (or owner if representing oneself)) Printed Name Date

Address: 1005 Potomac Drive

City: Pensacola State: FL Zip: 32505

Telephone (850) 939 - 3535 Fax # (850) 939 - 3539

Email: KASchultz@FountainLaw.com

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 23rd day of February, year of 2015 by Jan Jacob Reed who (☒) did () did not take an oath. He/she is () personally known to me, (☒) produced current Florida/Other driver's license, and/or () produced current _____ as identification.

[Signature] 2-23-15 Alicia Gerrety
Signature of Notary Public: Date: Printed Name of Notary:

My Commission Expires April 16, 2018 Commission No. FF 113836
(Notary seal must be affixed)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 9600 BLK Tower Ridge Road,
Pensacola, Florida, Property Reference Number(s) 011S32-1000-080-003; 011S32-1000-120-004
I hereby designate Kerry Anne Schultz, Esquire, for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use on the above
referenced property.

This Limited Power of Attorney is granted on this 23RD day of FEB, the year of
2015, and is effective until the Board of County Commissioners 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 Planning and
Engineering Department.

<u>[Signature]</u>	<u>2-23-15</u>	<u>Jan Jacob Reed</u>
Signature of Property Owner	Date	Printed Name of Property Owner
<u>[Signature]</u>	<u>2/23/15</u>	<u>Kerry Anne Schultz, Esq.</u>
Signature of Agent	Date	Printed Name of Agent

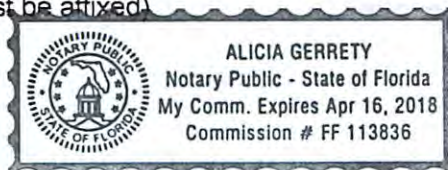
STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 23rd day of February, year of
2015, by Jan Jacob Reed who ☒ did () did not take an
oath.

He/she is () personally known to me, (☒) produced current Florida/Other driver's license,
and/or () produced current _____ as
identification.

<u>[Signature]</u>	<u>2-23-15</u>	<u>Alicia Gerrety</u>
Signature of Notary Public	Date	Printed Name of Notary Public
Commission Number <u>FF 113836</u>		My Commission Expires <u>April 16, 2018</u>

(Notary seal must be affixed)



**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name: Residential Subdivision at 9600 BLK Tower Ridge Road

Property reference #: Section 1 Township 1S Range 32W

Parcel #: 011S32-1000-080-003; 011S32-1000-120-004

Project Address: 9600 BLK Tower Ridge Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) 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 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE
ABOVE STATEMENT ON THIS 23RD DAY OF FEB, 2015

Owner's signature

Owner's name (print)

Agent's signature

Agent's name (print)



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](#)
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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

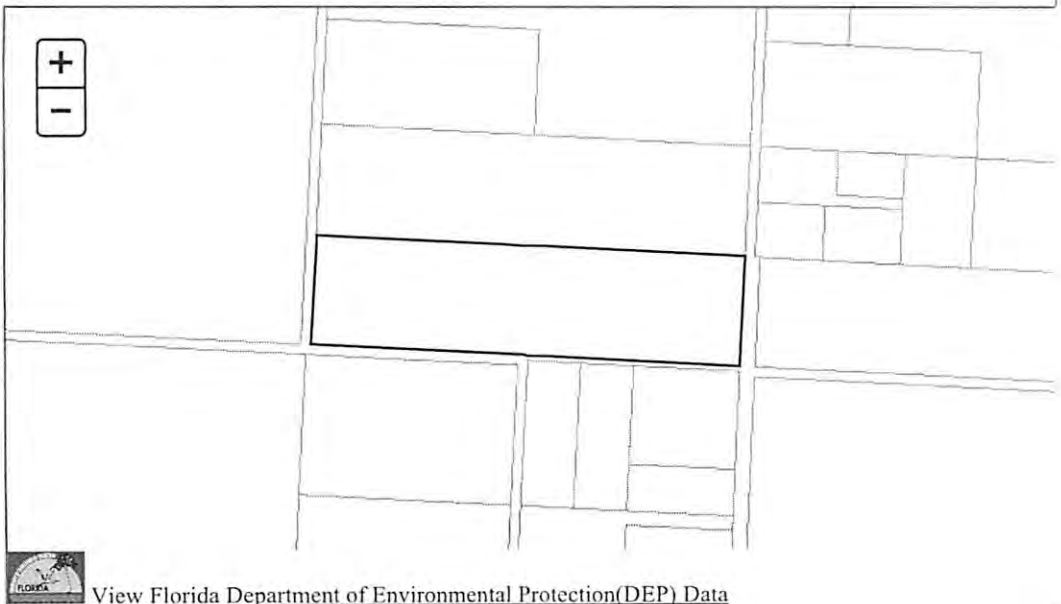
[Launch Interactive Map](#)

Section Map Id:
 01-1S-32

Approx. Acreage:
 9.8000

Zoned:
 AG

Evacuation & Flood Information
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Chris Jones

Escambia County Property Appraiser

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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

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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

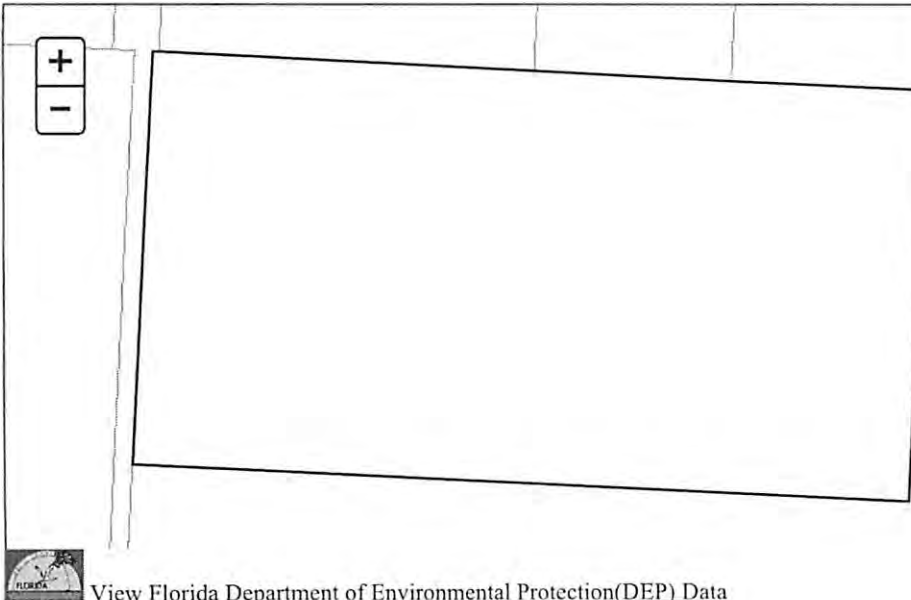
[Launch Interactive Map](#)

Section Map Id:
 01-1S-32

Approx. Acreage:
 5.1300

Zoned:
 AG

Evacuation & Flood Information
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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

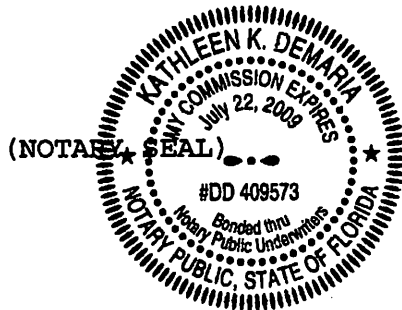
The foregoing instrument was acknowledged before me this 3rd
day of August, 2006, by Murphy Jacob,

(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:



FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____

LARGE SCALE FLU AMENDMENT ✓

Current FLU: RC Desired FLU: MUS Zoning: AG Taken by: A Cain

Planning Board Public Hearing, date(s): April 7, 2015

BCC Public Hearing, proposed date(s): May 7, 2015

Fees Paid _____ Receipt # _____ Date: 3/6/15

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF
ESCAMBIA COUNTY, FL**

Name: The Busbee Limited Partnership

Address: 1 South A Street, Suite 104, Pensacola, FL 32502

Telephone: (850) 485-1100

Email: ronbusbee@aol.com

DESCRIPTION OF PROPERTY:

Street address: 9600 BLK Tower Ridge Road, Pensacola, Florida, 32526

Subdivision: N/A

Property reference number: Section _____ Township _____ Range _____

Parcel (See below) _____ Lot _____ Block _____

Size of Property: 65 Acres - Parcels: 011S32-1000-070-003; 011S32-1000-050-003; 011S32-1000-050-004;
011S32-1000-110-003

**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name: Residential Subdivision at 9600 BLK Tower Ridge Road

Property reference #: Section 1 Township 1S Range 32W

Parcel #: 011S32-1000-070-003; 011S32-1000-050-003; 011S32-1000-050-004;
011S32-1000-110-003

Project Address: 9600 BLK Tower Ridge Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) 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 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

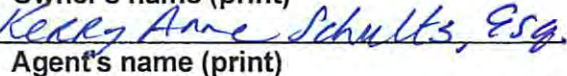
I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE
ABOVE STATEMENT ON THIS 20TH DAY OF FEBRUARY, 2015


Owner's signature

JAN B. BWBEE

Owner's name (print)


Agent's signature


Agent's name (print)



Chris Jones

Escambia County Property Appraiser

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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

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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
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Escambia County Property Appraiser

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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

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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](#)

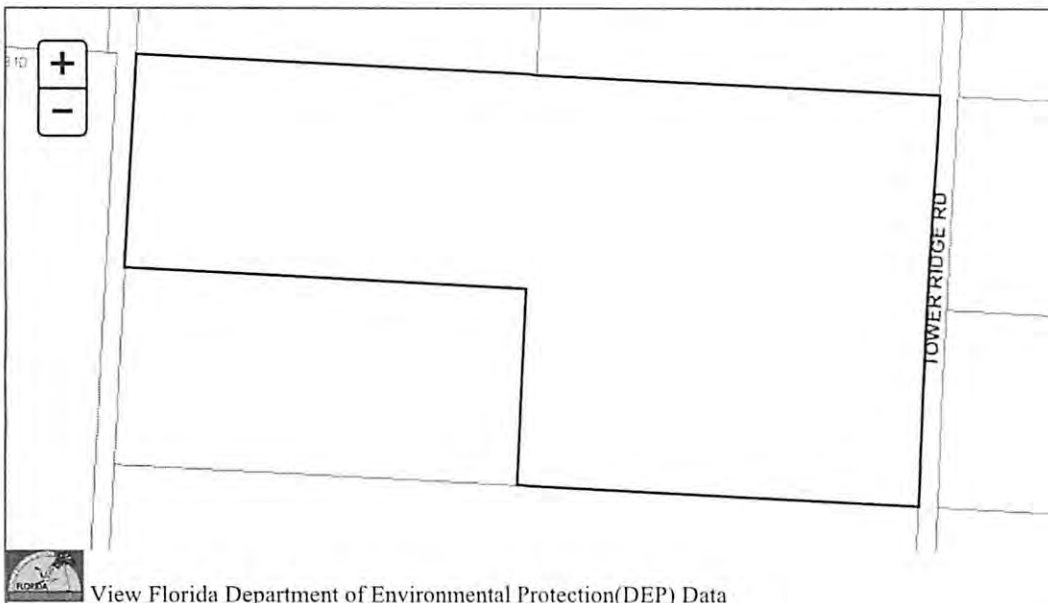
Section Map

Id:
01-1S-32

Approx.
Acreage:
14.8700

Zoned:
AG

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& Flood
Information
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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

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[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](#)

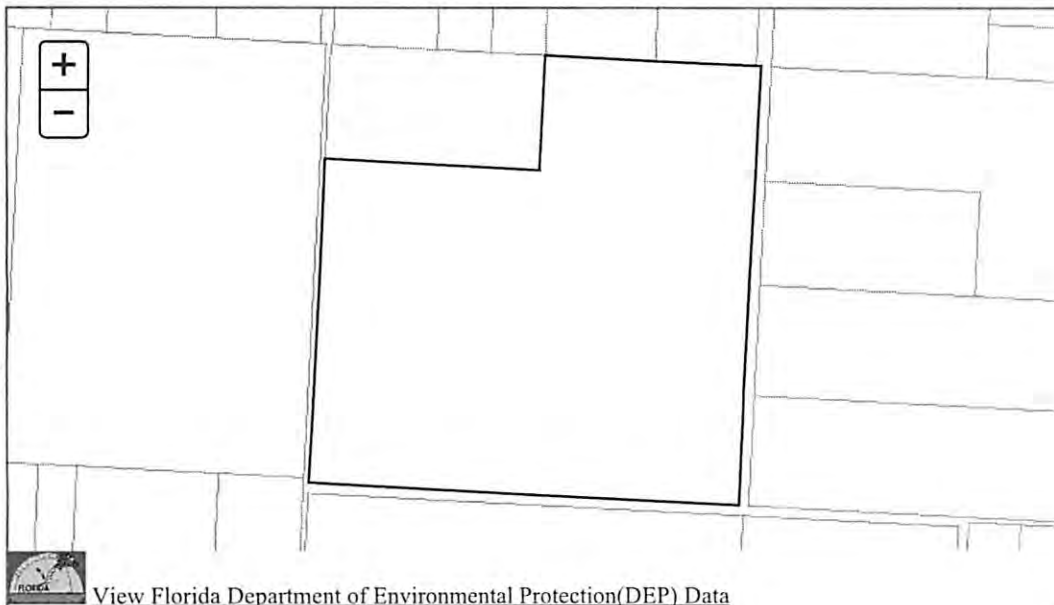
Section Map

Id:
 01-1S-32

Approx. Acreage:
 34.1500

Zoned:
 AG

Evacuation & Flood Information
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Escambia County Property Appraiser

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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

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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

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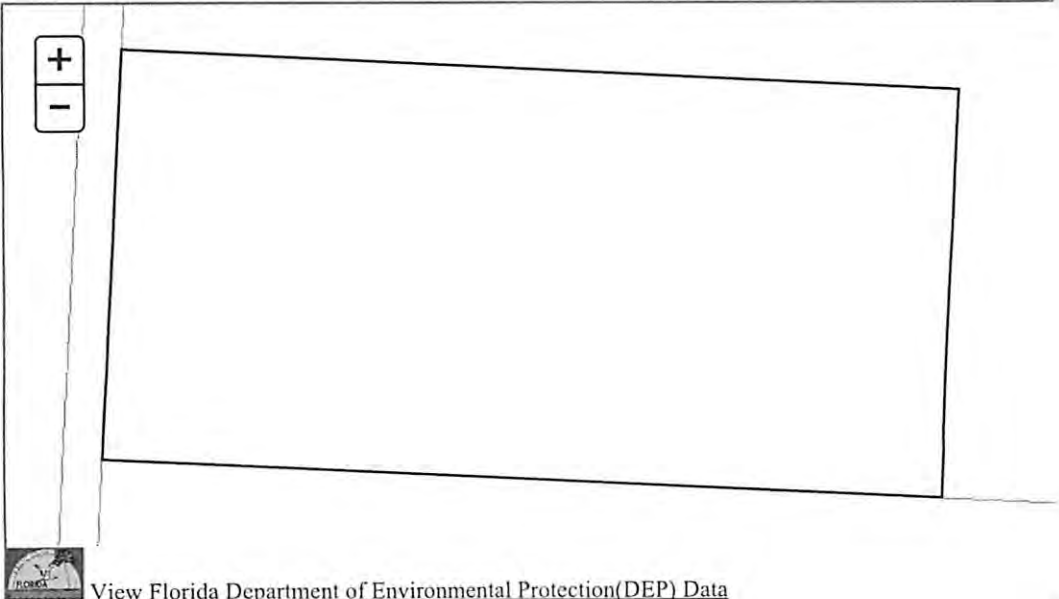
Section Map

Id:
[01-1S-32](#)

Approx.
Acreage:
4.6700

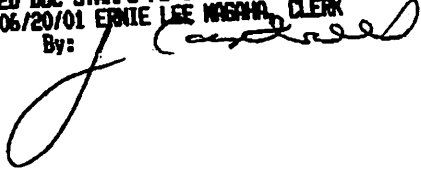
Zoned:
AG

Evacuation
& Flood
Information
[Open Report](#)



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 WAGNER, 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.

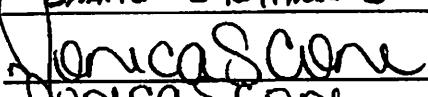
Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest 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.

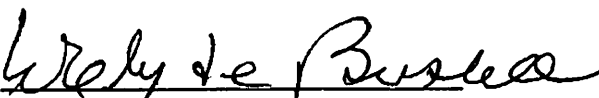
IN WITNESS WHEREOF, this instrument has been executed by Grantor under the hand and seal of Grantor this 18th day of June, 2001.

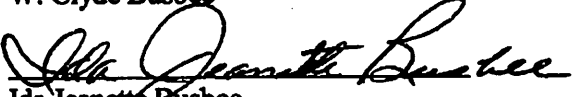
Signed, sealed and delivered
in the presence of:



Charles L. Hoffman, Jr.


Monica Score



W. Clyde Busbee


Ida Jeanette Busbee

STATE OF FLORIDA

OR BK 4726 P60090
Escambia County, Florida
INSTRUMENT 2001-854980

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

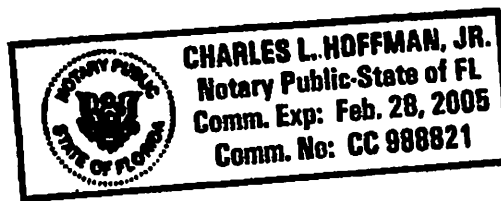


EXHIBIT "A"

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

FUTURE LAND USE MAP (FLUM) AMENDMENT

For

Tower Ridge Road Subdivision

Parcel IDs: 01-1S-32-1000-050-003,
01-1S-32-1000-120-004,
01-1S-32-1000-110-003,
01-1S-32-1000-050-004,
01-1S-32-1000-070-003,
01-1S-32-1000-080-003

Escambia County, Florida

Prepared by:



REBOL-BATTLE & ASSOCIATES, LLC.

Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

March 2015

Prepared for:

Olson Land Partners, LLC
4300 Legendary Drive, Suite 234
Destin, FL 32541

RBA Project No.: 2015.006

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4.4 Stormwater Management	3
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4.6 Recreation and Open Space.....	4
4.7 Schools.....	4
5. Environmental, Historical and Archeological Impacts.....	4
6. Consistency with Comprehensive Plan	5

SUPPLEMENTAL DOCUMENTS

- A. Project Location, Existing Future Land Use Map, Proposed Future Land Use Map, Existing Land Use Map, and Surrounding Roads Map**
- B. Emerald Coast Utilities Authority (ECUA) – Water and Sewer Availability Letter**
- C. Preliminary Traffic Concurrency Analysis (Source: Escambia County)**
- D. Escambia County Schools Level of Service Determination (Source: Escambia County School District)**
- E. Wetland Maps (Source: Bosso-Imhof Environmental Sciences, Inc.)**
- F. Historical & Archeological Data (Source: Florida Master Site File)**

1. Introduction

This report provides a written request for a Future Land Use Map (FLUM) Amendment of Parcel Number 01-1S-32-1000-050-003, 01-1S-32-1000-120-004, 01-1S-32-1000-110-003, 01-1S-32-1000-050-004, 01-1S-32-1000-070-003, & 01-1S-32-1000-080-003 in Pensacola, Florida. The existing FLUM designation for the property is Rural Community (RC). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	9600 Block of Tower Ridge Road
PARCEL ID #:	01-1S-32-1000-050-003, 01-1S-32-1000-120-004, 01-1S-32-1000-110-003, 01-1S-32-1000-050-004, 01-1S-32-1000-070-003, & 01-1S-32-1000-080-003
INTENDED PROPERTY USE:	Residential Subdivision
PROPERTY OWNER:	Olson Land Partners, LLC (see enclosed "Contract for Sale") 4300 Legendary Drive, Suite 234 Destin, FL 32541
AUTHORIZED AGENT:	Kerry Anne Schultz, Esquire Fountain, Schultz & Associates, P.L. 2045 Fountain Professional Ct., Ste A Navarre, FL 32566
LEGAL DESCRIPTION:	See enclosed Boundary Survey
PROOF OF OWNERSHIP:	See enclosed Tax Ownership Documents
CURRENT ZONING:	Agricultural District (AG)
PROPOSED ZONING:	One- and Two-Family District, Medium Density (R-3)*
*To be applied for at a future date	
CURRENT FLU:	Rural Community (RC)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The property is located at 9600 Block of Tower Ridge Road in central Escambia County, approximately 3500 feet north of the intersection of W Nine Mile Road and Mobile Highway. The combined parcels include approximately 80 acres of property (65 acres of uplands) along the west side of Tower Ridge Road. Maps of the existing property are included in the "Supplemental Documents" section of this report.

The requested FLUM Amendment to MU-S would allow for development of up to twenty-five (25) dwelling units per acre for the site; however the developer is anticipating construction of approximately 325 residential units which calculates to 5.0 dwelling units per acre (325 units ÷ 65 acres) on the uplands portion of the property. Total proposed density equates to 4.06 units/acre (325 units ÷ 80 acres)

3. Compatibility Analysis

The property is currently designated Rural Community (RC). The desired FLUM Category is Mixed-Use Single Family Residential (MU-S). Existing properties adjacent to the subject property have the following FLUM designations:

Current FLUM Designations of Surrounding Properties

North:	Rural Community (RC)
South:	Rural Community (RC), 50% Mixed-Use Suburban (MU-S) 50%
East:	Mixed-Use Suburban (MU-S)
West:	Rural Community (RC)

Maps of the above listed properties and their designations is included in the “Supplemental Documents” section of this report. The maps show the limits of the Rural Community (RC) and Mixed-Use Suburban (MU-S) FLUM categories. Outside of the adjacent properties, the surrounding areas to the east are predominantly designated as MU-S.

Based on the surrounding property information, the proposed land use amendment is considered compatible with adjacent land uses.

4. Public Facilities Impacts

The desired Zoning and Future Land Use Map changes have been analyzed to determine what impacts the maximum development conditions would have to the various public facilities and infrastructure that currently exists and serves the site. As mentioned, the requested FLUM Amendment to MU-S would allow for development of up to twenty-five (25) dwelling units per acre for the site; however the developer is anticipating construction of a maximum 325 residential units (4.06 units/acre).

The following analysis compares impacts to public facilities for current conditions and future conditions (years 2015 & 2025) based on the maximum density calculated (325 dwelling units):

4.1 Sanitary Sewer

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for sanitary sewer collection. Although an existing ECUA collection system is not readily available to the site, connection to the sanitary sewer system can be achieved. An existing ECUA 8” sanitary force main is located approximately 1.5 miles east of the property near Allegheny Avenue (Keystone Subdivision). Construction of an on-site sanitary lift station and connection to the existing force main would be proposed if designed, permitted and approved by ECUA. In addition, a proposed subdivision recently permitted directly to the

south of the subject property will bring sewer to its development on Nine Mile Rd, therefore significantly shortening the distance to bring sewer to the subject parcel if the southern subdivision is constructed first. The southern parcel subdivision is owned by the same developer and therefore sewer service will be master planned.

The estimated sanitary sewer demand for the maximum development conditions of 325 dwelling units is approximately 65,000 gallons per day (200 gallons per household per day x 325 households). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter is included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide sanitary sewer collection service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.2 Solid Waste Disposal

Solid waste collection service for development of the subject property shall be provided by the Emerald Coast Utilities Authority. Disposal of solid waste in the region is routed to the Perdido Landfill in Cantonment, Florida. The landfill is operated by the Escambia County Department of Waste Management.

Projected solid waste for the proposed development can be estimated at 6,825 pounds per day (6ppc/day x 325 units x 3.5 persons per unit). This value is estimated for a 325 dwelling units and, according to ECUA and Escambia County officials, is within the population projections for the landfill. Any future development of the site will not adversely affect the County landfill Level of Service (LOS).

4.3 Potable Water

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for potable water distribution. An existing ECUA water service main (8") is located along the east side of Tower Ridge Road. Connection to this water service line would be proposed if designed, permitted and approved by ECUA.

The estimated potable water demand for the maximum development conditions of 325 dwelling units is approximately 65,000 gallons per day (200 gallons per household per day x 325 households). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter is included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide potable water service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.4 Stormwater Management

Stormwater management systems 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. Current regulations require the site to obtain permitting through the State of Florida's Environmental Resource Permitting (ERP) program with design criteria that includes water quality and flood control devices which meet the current County and State requirements.

The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

4.5 Traffic

The subject property includes approximately 1,320 feet of frontage along Tower Ridge Road. Access to the site shall be provided with a proposed connection to Tower Ridge Road. Further review and analysis shall be required for the permitting of the future connection and the determination of any need for left/right turn lane additions.

Additional analysis and design shall be required to meet the Level of Service standards of the current roadway segments. All roadway improvements shall be permitted through Escambia County prior to development. An "Initial Test for Traffic Concurrency", provided from the Escambia County Traffic Division, shows that the roadway segment meets the test for concurrency. A copy of this worksheet is included in the "Supplemental Documents" portion of this report.

4.6 Recreation and Open Space

Escambia County provides the community with a number of parks, recreation facilities and open spaces. The proposed FLUM amendment shall not exceed the capacity for such facilities however use of the existing County recreational facilities will be enjoyed by the residents of the proposed development. Numerous parks and recreational facilities are located along State Road 10A (Mobile Highway) south of the proposed development.

4.7 Schools

The requested Future Land Use Map amendment would allow for a greater density of the existing property. The proposed development desires 325 dwelling units which would generate a potential impact to Escambia County schools, however discussions with School Board officials revealed that schools within the County currently have the capacity for the proposed density. According to the Escambia County School District, the proposed project meets the level of service requirements of the Florida Statutes. A copy of the School District's "Level of Service Determination" letter is included in the "Supplemental Documents" section of this report.

5. Environmental, Historical and Archeological Impacts

Environmental impacts to the existing property 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 map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

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. A copy of the correspondence received from the Florida Master Site File is included in the "Supplemental Documents" portion of this report.

6. Consistency with Comprehensive Plan

The following discussion demonstrates that the proposed Future Land Use Map amendment is consistent with the adopted Escambia County Comprehensive Plan (2030). Applicable sections from the Comprehensive Plan have been included with responses following each section.

GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM: Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

RESPONSE: *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.*

OBJ FLU 1.5: Sustainable Development - Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land use patterns.

Policy FLU 1.5.2: Compact Development and Maximum Densities and Intensities - To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.

RESPONSE: *The Future Land Use Change request for the property is Mixed-Use Suburban (MU-S). Most of the properties to the east and south (outside of those immediately adjacent to the property) are also designated MU-S; therefore, compact development is continuing to be promoted in this region. The requested density for the development is over two (2) units per acre thus meeting the minimum density requirement for MU-S.*

Chapter 10: Infrastructure Element - The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

RESPONSE: *The subject parcel is located in central Escambia County. As proven in Section 4 of this report, the proposed FLUM amendment for the subject parcel meets the goals, objectives and policies regarding potable water, wastewater, solid waste, stormwater management, traffic, schools, and aquifer protection. See attached availability letters in the "Supplemental Documents" section of this report.*

OBJ CON 1.3: Surface Water Resources - Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

CON 1.3.1: Stormwater Management - Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: *Stormwater management 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.*

CON 1.3.6: Wetland Development Provisions - Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses at a

maximum of one unit per five acres or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record if less than five acres in size. (For this policy, lots of record do not include contiguous multiple lots under single ownership.)

- a. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:
 - 1. Wetlands that are contiguous to Class II or Outstanding Florida Waters;
 - 2. Wetlands located in the FEMA Special Flood Hazard Areas;
 - 3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the Florida Fish and Wildlife Conservation Commission (FFWCC) or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Ordinance as Exhibits O and P, respectively.

RESPONSE: The wetland areas on the subject property have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

OBJ CON 1.4: Groundwater Resources - Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

CON 1.4.1: Wellhead Protection - Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

RESPONSE: The subject parcel is located approximately five (5) miles from the nearest wellhead owned by ECUA. No wellhead impacts are anticipated.

SUPPLEMENTAL DOCUMENTS

For

Tower Ridge Road Subdivision

Parcel IDs: 01-1S-32-1000-050-003,
01-1S-32-1000-120-004,
01-1S-32-1000-110-003,
01-1S-32-1000-050-004,
01-1S-32-1000-070-003,
01-1S-32-1000-080-003

Escambia County, Florida

March 2015

Prepared by:



REBOL-BATTLE & ASSOCIATES, LLC.

Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

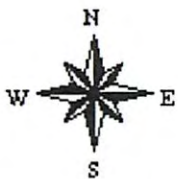
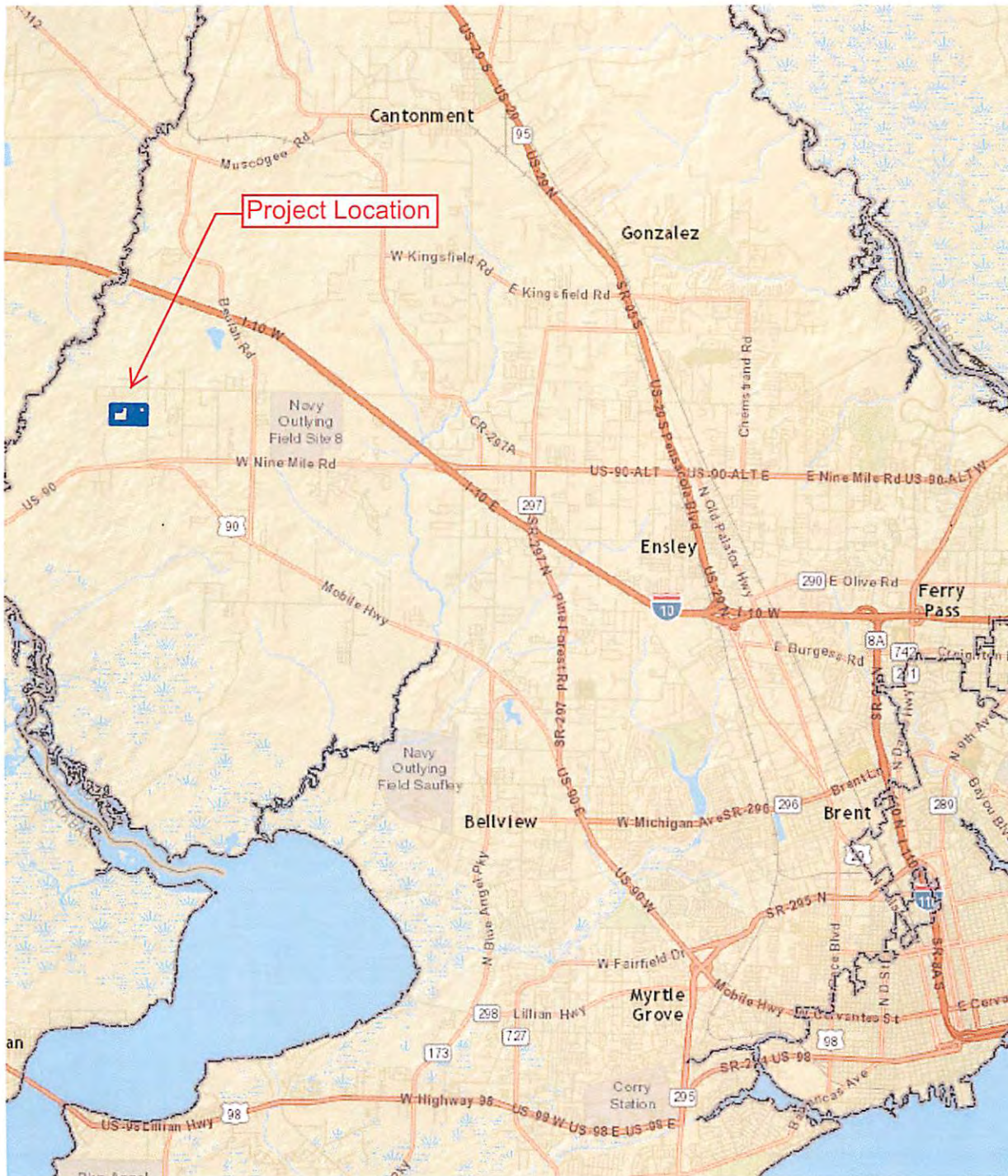
Prepared for:

Olson Land Partners, LLC
4300 Legendary Drive, Suite 234
Destin, FL 32541

RBA Project No.: 2015.006

SECTION “A”

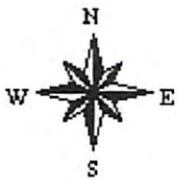
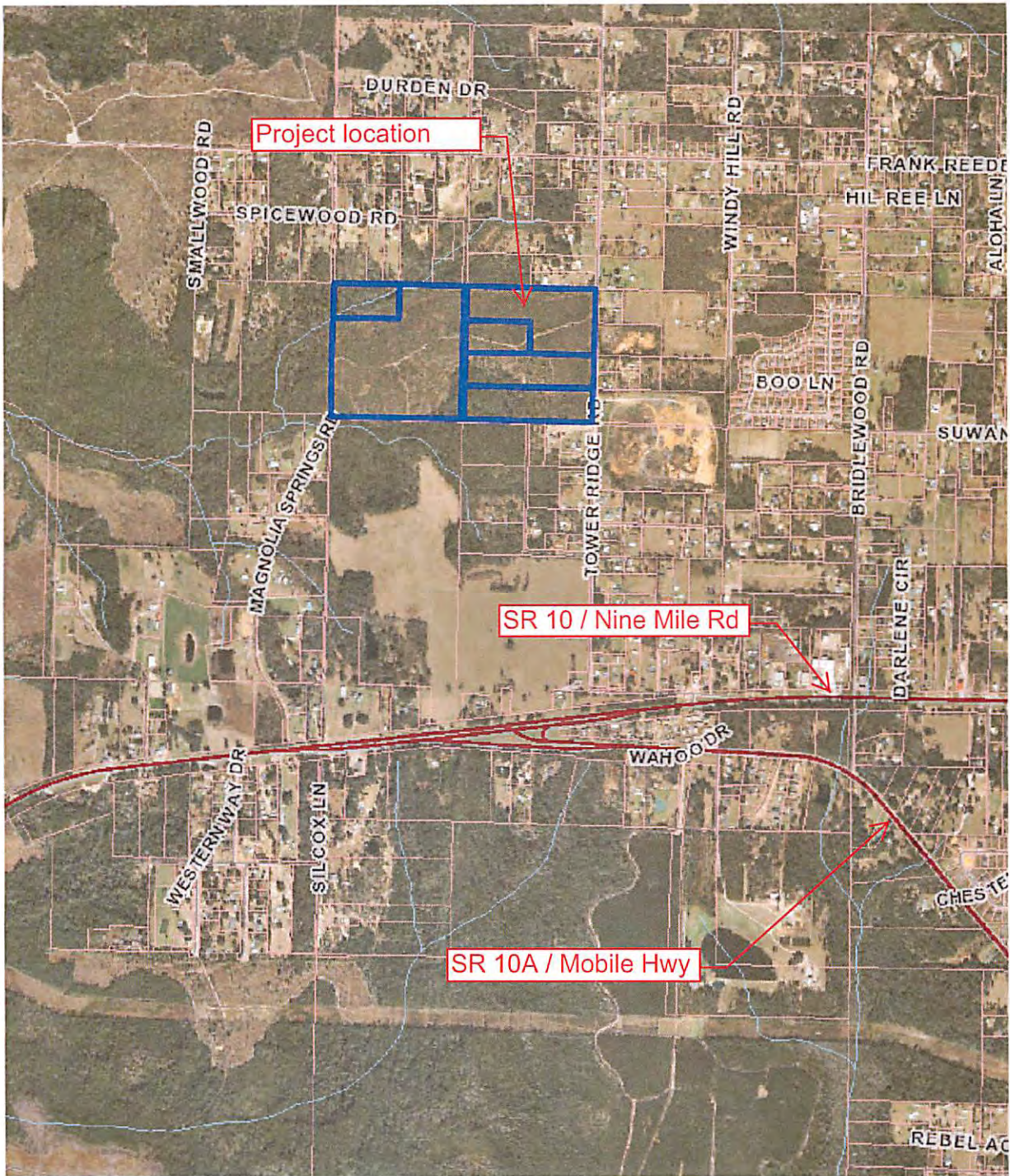
- **Project Location**
- **Existing Future Land Use Map**
- **Proposed Future Land Use Map**
 - **Current Land Use Map**
 - **Surrounding Roads Map**



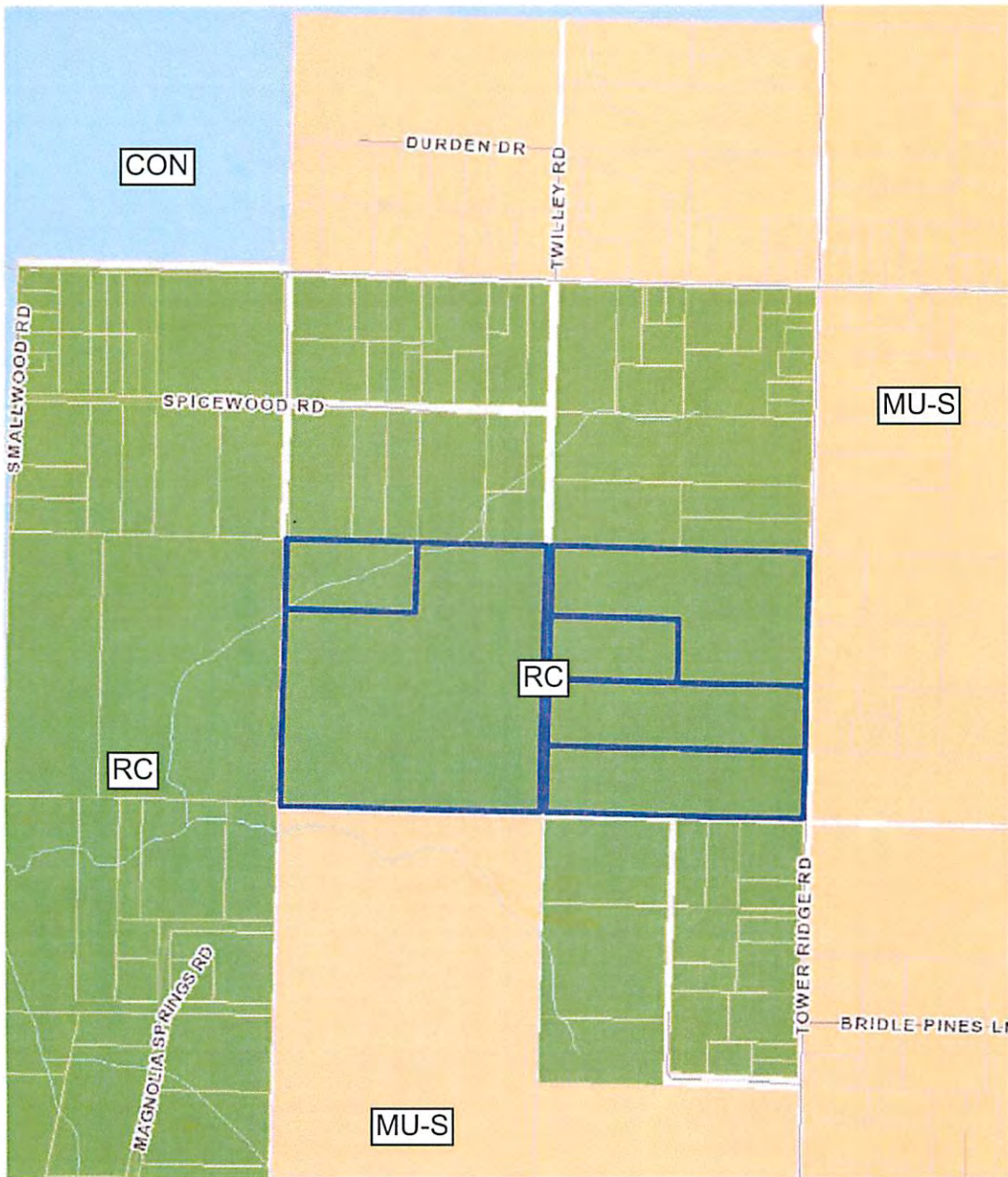
Project Location



Printed: Mar 02, 2015



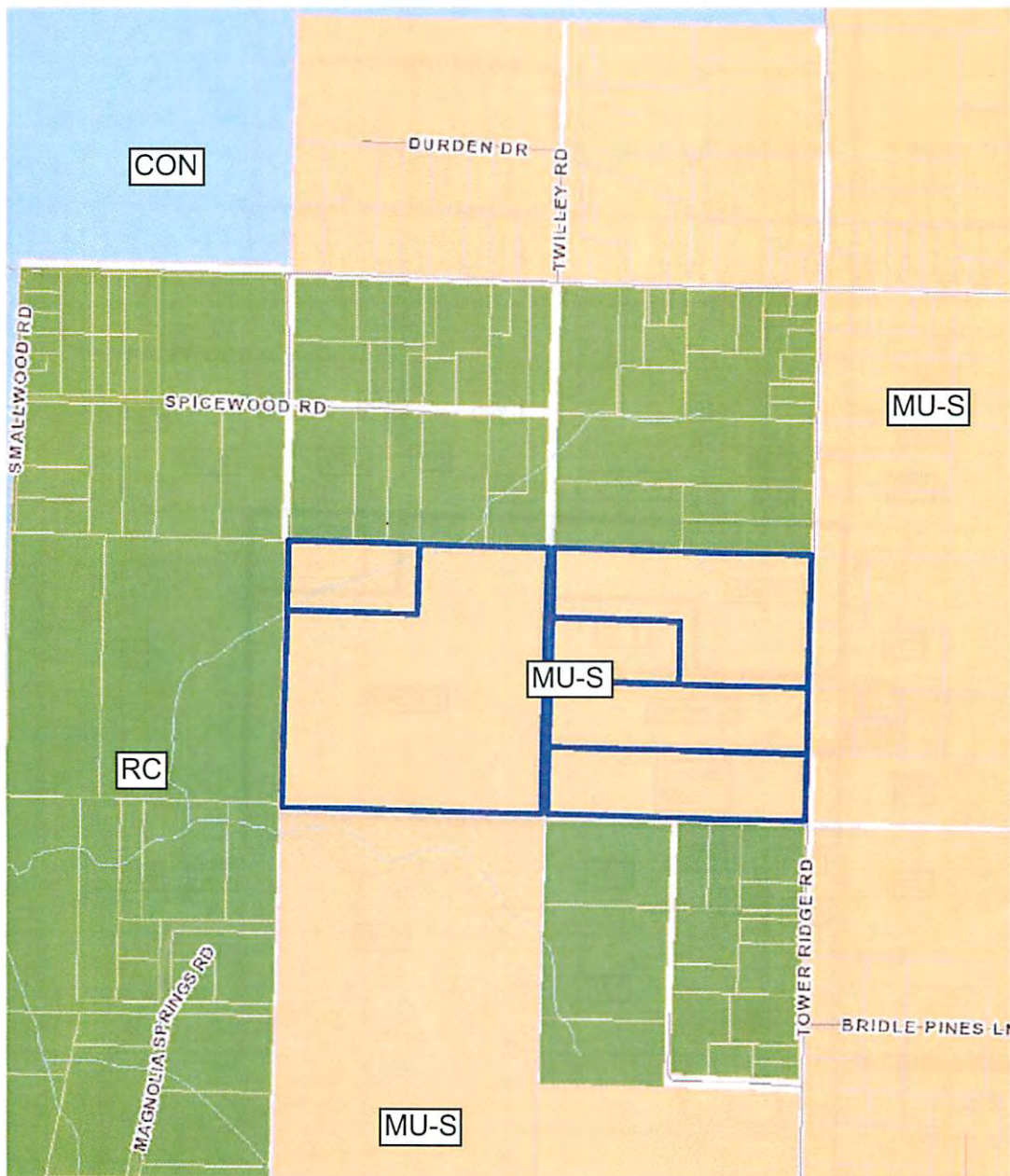
Printed: Feb 26, 2015



Existing FLU



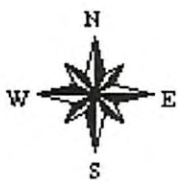
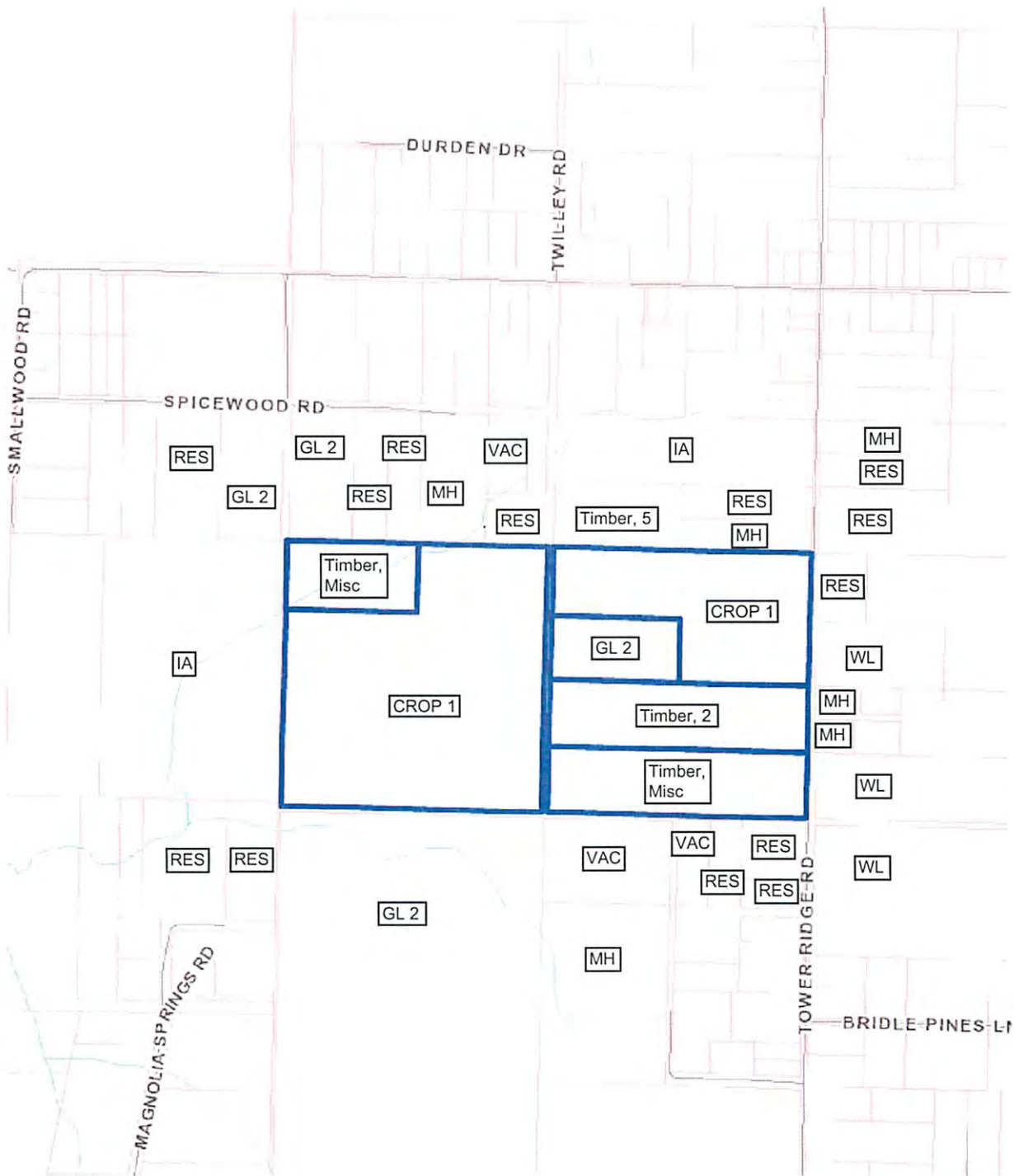
Printed: Mar 02, 2015



Proposed FLU



Printed: Mar 02, 2015

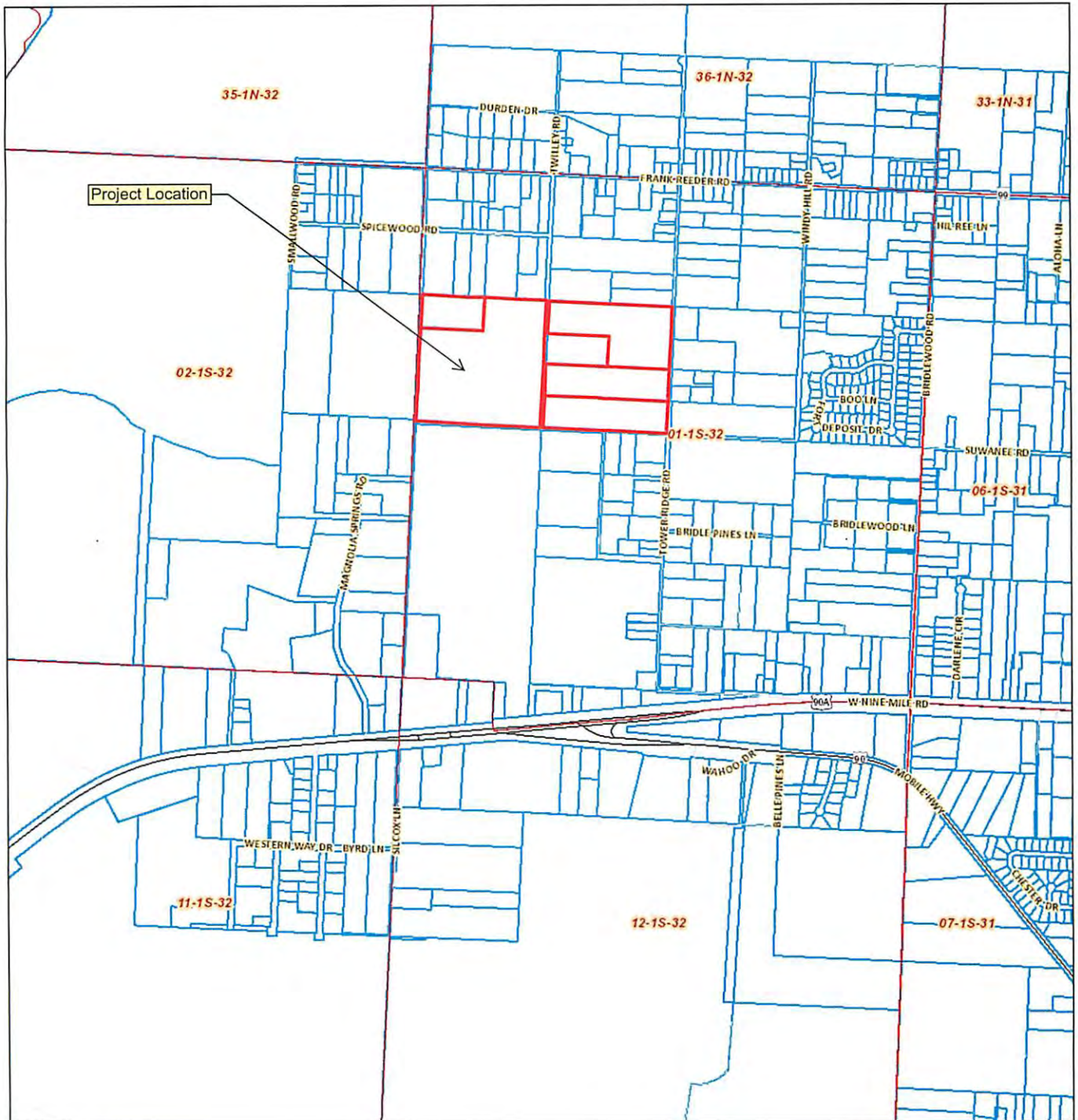


Existing Land Use



Printed: Mar 02, 2015

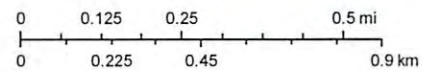
Chris Jones Escambia County Property Appraiser



March 2, 2015

1:12,203

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



Surrounding Roads Map

SECTION “B”

**Emerald Coast Utilities Authority
(ECUA)**

Water and Sewer Availability Letter



P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 969-3308

February 27, 2015

Mr. Paul Battle, P.E.
Rebol-Battle & Associates, LLC
2301 N. 9th Avenue
Pensacola, FL 32503

Re: **Letter of Capacity Reservation**
Busbee Subdivision (Tower Ridge Road)

Dear Mr. Battle:

In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed, approved, and constructed in accordance with ECUA's policies and procedures and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. E. Johnson, Jr.", is written over a horizontal line.

William E. Johnson, Jr., PE/LS
Director of Engineering

WEJ/vlf

x:\tracking\concurrency-availability ltr from request for service form\2015\busbee subdivision-tower ridge road.docx

Vicki Campbell
District One

Lois Benson
District Two

Elvin McCorvey
District Three

Dale Perkins
District Four

Larry Walker
District Five

SECTION “C”

Preliminary Traffic Concurrency Analysis

(Source: Escambia County)

INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS

DEVELOPMENT REVIEW COMMENTS

At a minimum, trip distribution/assignment report will be required per Land Development Code 5.12.02. Applicant is encouraged to discuss methodology prior to preparing trip distribution.

Rev 01/28/03

Planning ID #:

Pre-App: X MP: PP: SP: Mini: Project Name & Address: Busbee Subdivision - Rebel RdRoadway Facility: US 90-Mobile Hwy from AL State Line to Nine Mile RdProject Description: Residential Subdivision District: TAZ: Worksheet Prepared By: Thomas Brown, Jr Phone: (850) 595-3434 Date: 03/03/15

TRIP GENERATION

Source: latest edition of *Trip Generation*, ITE or data collected from related development may be accepted if sufficiently documented.

ITE Land Use: <u>Single Family Detached Housing</u>	ITE Code: <u>210</u>	Page #: <u> </u>
Independent Variable: <u>Dwelling Units</u>		
Size of Independent Variable:	325.0	[A]
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:	<u>1.01</u>	[B]
Driveway Trips (A*B), result from fitted curve		
equation or trips from locally collected data:	328.3	[C]
Internal Capture Rate Percentage (if applicable):		0% [D]
Internal Trips (C*D):		0.0 [E]
Adjusted Driveway Trips (C-E):		328.3 [F]
Pass-By Trip Percentage (if applicable):		0% [G]
Pass-By Trips (F*G):		31.0 [H]
New Driveway Trips (F-H):		<u>328</u> [I]

AREA OF INFLUENCE FOR TRIP DISTRIBUTION / ASSIGNMENT

Is the number of New Driveway Trips [I], greater than 50 for commercial or greater than 5% of the Service Volume (column 22) for residential? YES [J]

 X If "YES" to [J], applicant is required to submit trip distribution for the proposed development. Applicant is encouraged to discuss methodology prior to preparing trip distribution.

 If "NO" to [J], continue with PART I: *De Minimis* Determination on the following page.

ROADWAY IMPACT ANALYSIS

Complete an **Attachment** for *each* impacted roadway segment to determine if the traffic impact is *de minimis* (PART I).
If the impact is non *de minimis*, continue with PART II. Reference the latest edition of the *Traffic Volume and Level Of Service Report*.

Attachment 1 of 1

Project Name & Address: Busbee Subdivision - Rebel Rd
Roadway Facility: US 90-Mobile Hwy from AL State Line to Nine Mile Rd

PART I: De Minimis Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the *Traffic Volume and LOS Report*.

New Driveway Trips (F-H):	328	[I]
Trip Distribution (% exiting):	63%	[K]
Allocated Trips (I*K):	<u>207</u>	[L]

2-Way PM PH Service Volume (column 18):	<u>1,460</u>	[M]
1% of Service Volume (column 21 or M*.01):	<u>15</u>	[N]

Are Allocated Trips greater than 1% of the Service Volume (is L > N)? 192 YES [O]

Existing Total Trips (column 16):	<u>605</u>	[P]
Proposed Total Trips (L+P):	<u>812</u>	[Q]
110% of Service Volume (column 23 or M*1.10):	<u>1,606</u>	[R]

Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)? -794 NO [S]

Is the roadway segment on a designated hurricane evacuation route (column 24)? YES [T]

_____ If "NO" for [O], [S], and [T], traffic impact is *de minimis*. No further analysis is required.

 X If "YES" for [O], [S], or [T], traffic impact is non *de minimis*. Continue with PART II.

 X If "YES" to [T], continue with question [U] only, in PART II below; or

 If "YES" to [O] and/or [S] only and "NO" to [T], continue with question [V] only, in PART II below.

PART II: Non De Minimis Concurrency Determination

If "YES" to [T], is the number of Proposed Total Trips greater than the Service Volume (is Q > M)? -648 NO [U]

If "NO" to [T], is the number of Proposed Total Trips greater than 110% of the Service Volume (is Q > R)? -794 N/A [V]

 X If "NO," the roadway segment meets the test for concurrency. No further analysis required.

_____ If "YES," identify which method will be used to maintain the adopted Level of Service:

- _____ applying applicable trip reduction methods for service or commercial developments,
- _____ conducting a Traffic Impact Analysis Report (TIAR),
- _____ reducing the scale or scope of the proposed project,
- _____ withdrawing the application, or
- _____ identifying the roadway facility as part of the Transportation Concurrency Exception Area (TCEA) in a designated redevelopment area.

SECTION “D”

Escambia County Schools Level of Service Determination

(Source: Escambia County School District)



"Making a Positive Difference"

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent

www.escambia.k12.fl.us

Facilities Planning
Anthony B. Noles, Director
30 E. Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634

Level of Service Determination Letter

Project Information	
Project Name	Busbee Subdivision
Project Location	Tower Ridge Road
Parcel ID Numbers	
Property Owner/Developer	Olson Land Partners, LLC
Applicant	Rebol-Battle & Associates, LLC (Paul Battle, PE)

School Level of Service Reservation			
Level of Service	Beulah Elementary	Ransom Middle	Pine Forest High
Reserved Students	62	31	31
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.


Anthony B. Noles, Director
Facilities Planning

February 27, 2015

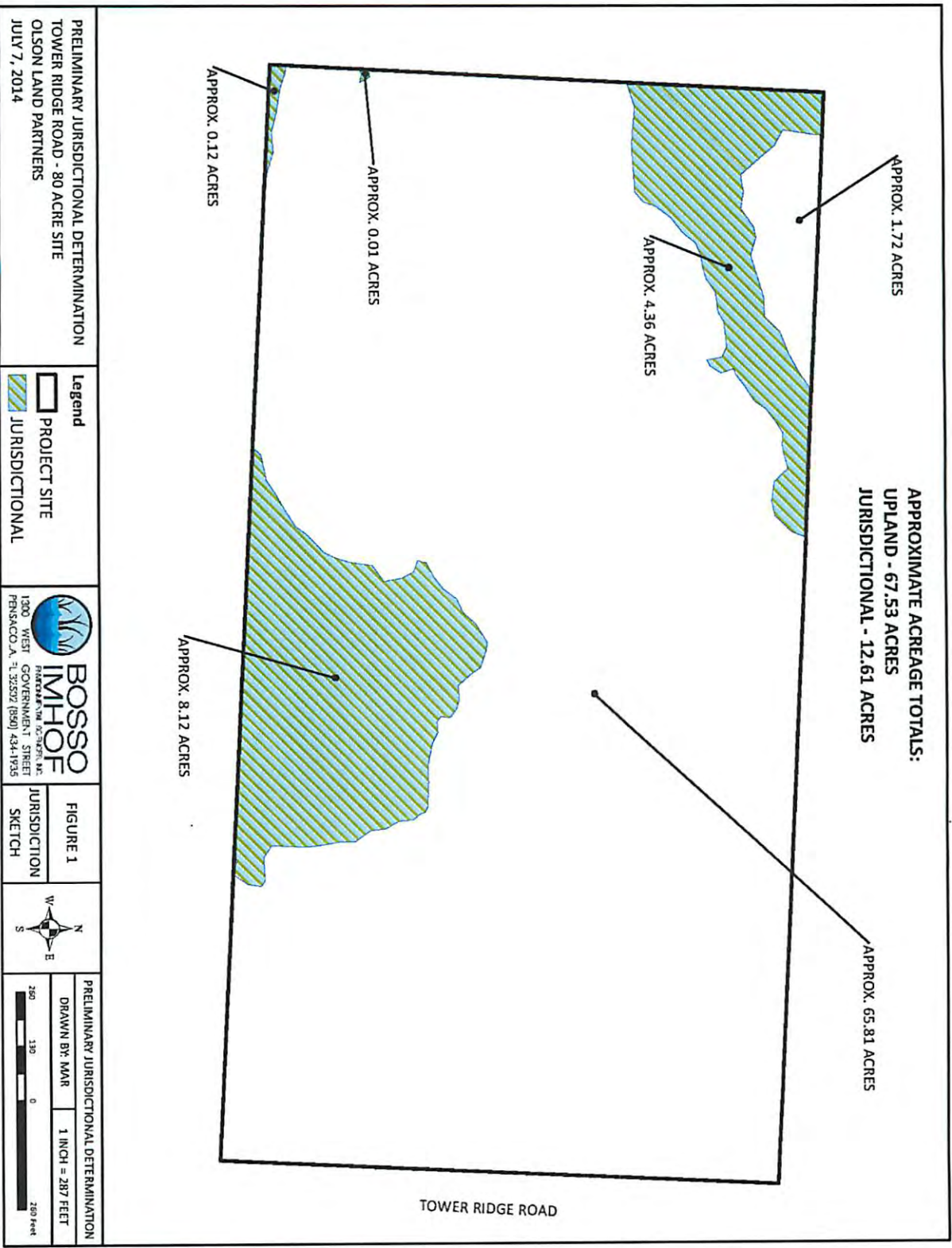
Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations

SECTION “E”

Wetland Maps

(Source: Bosso-Imhof Environmental
Sciences, Inc.)



SECTION “F”

Historical & Archeological Data (Source: Florida Master Site File)



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

February 27, 2015



Paul Battle
Rebol-Battle & Associates, LLC
2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
Phone: 850.438.0400
Email: paulb@rebol-battle.com

In response to your inquiry of February 27, 2015, the Florida Master Site File lists three archaeological sites, five surveys, one resource group, and eleven standing structures, found in the following parcels of Escambia County:

The portions of T01S R31W Sections 06, 07, & 33, and T01S R32W Sections 01, 02, 11, 12, 35, & 36, indicated by the map submitted with search request (including a project area, and a 1 mile buffer).

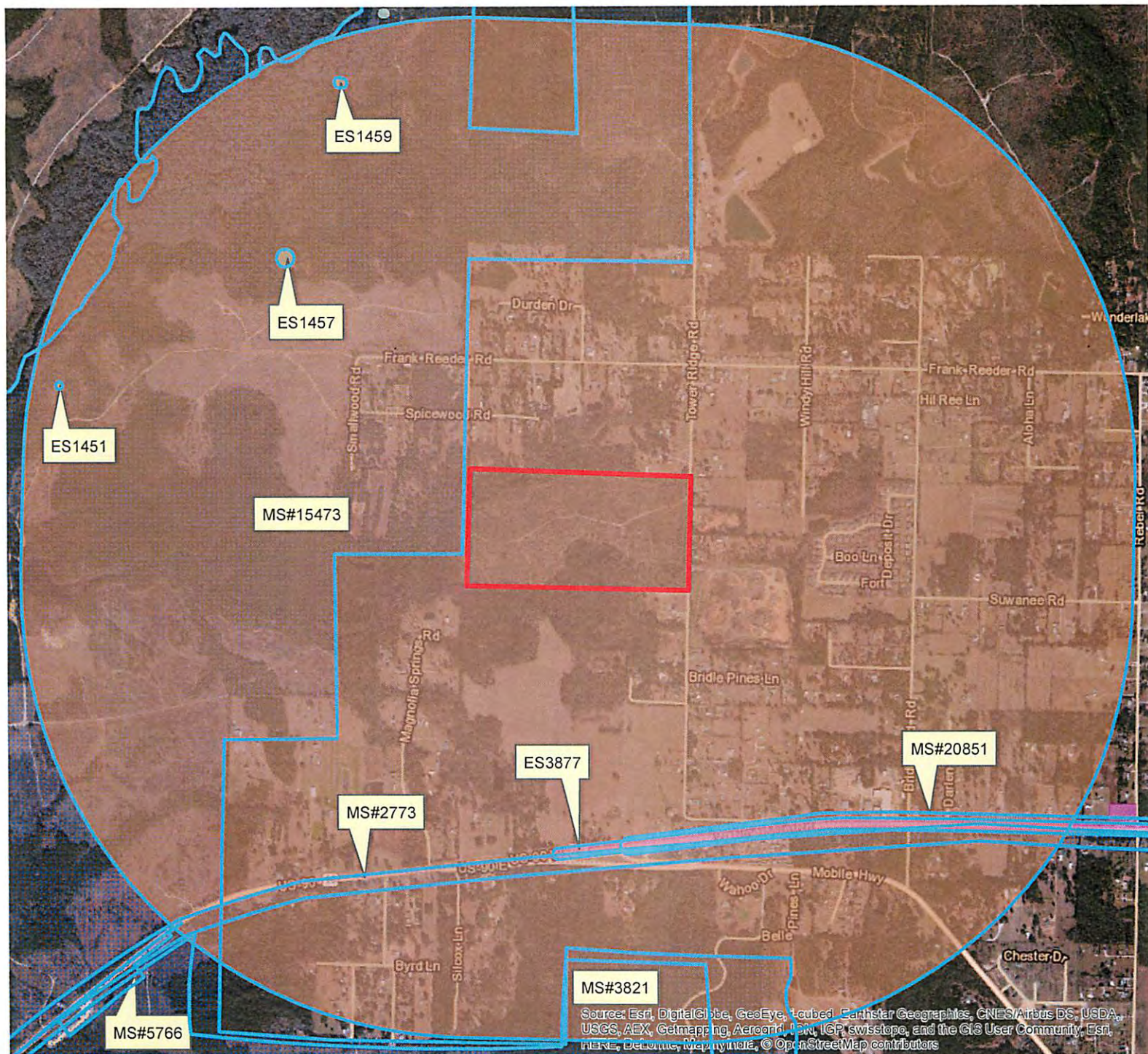
When interpreting the results of our search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search **DOES NOT** constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.myflorida.com



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

SurvNum	Title	Pub_Date	Author1
2773	A Cultural Resources Survey of a Segment of SR 10 (US 90-A, Nine Mile Road) and Segments of SR 297 (Pine Forest Road), Escambia County, Florida.	1991	ALMY, MARION M.
3821	Fatal Flaw Cultural Resource Analysis of the Rainwater Tract, Escambia County, Florida	1991	PHILLIPS, JOHN C.
5766	Phase I Cultural Resources Survey and Archeological Inventory of the Proposed US 90 (SR 10) Weigh Station Project, Escambia County, Florida	1999	ATHENS, WILLIAM P.
15473	Phase I Reconnaissance Survey of the Northwest Florida Water Management District Perdido River, Grassy Point, and Lafayette Creek Tracts, Escambia, Santa Rosa, and Walton Counties, Florida (DHR Grant No. SO825 and Chapter 1a-32 permit No. 0708.27)	2008	Mikell, Gregory A.
20851	Cultural Resource Assessment Survey, S.R. 10 (Nine Mile Road/U.S. 90A) From S. R. 10A (U.S. 90, Mobile Highway) to S.R. 297 (Pine Forest Road), Major PD&E Study Reevaluation, Escambia County, Florida	2014	ACI

Author2	Author3	Sponsor	Num_New	Num_Old	CratNum
DEMING, JOAN G.	THOMPSON, SHARYN	FL Depart. of Transportation	18		199101526
		CH2M-HILL	10	6	
KECK, CHARLENE	LABADIA, CATHERINE	FLORIDA DEPT OF TRANSPORTATION			199907888
Shoemaker, Brian O.		North West Florida Water Management District	47	12	
		FDOT District Three	25	6	201402092

Archaeo	Struc	Marine	Cell	Shape_Leng	Shape_Area
YES				0.48662031987	0.00013437966
YES				0.51650113637	0.00447581167
YES	YES			0.01742816130	0.00000278591
YES				0.93590963117	0.00382569067
YES	YES			0.25271234394	0.00007053722

SiteID	PLOTMTHTD	SiteName	Address	Destroyed	SurveyNum	Architect	YearBuilt
ES01524	M	REINHARDT-MAYNARD HOUSE	9700 MOBILE HWY	NO	2773		c1932
ES01525A	M	ROCKY'S MOTEL-OFFICE	9765 MOBILE HWY	NO	2773		1941
ES01525B	M	ROCKY'S MOTEL-COTTAGE	9765 MOBILE HWY	NO	2773		1941
ES03879	D	9650 SR 10A	9650 State 10A RD	NO	20851		c1940
ES03880	D	7600 SR 10	7600 State 10 RD	NO	20851		c1940
ES03881	D	7300 SR 10	7300 State 10 RD	NO	20851		c1958
ES03882	D	9404 Darlene Circle	9404 Darlene CIRC	NO	20851		c1955
ES03883	D	6440 SR 10	6440 State 10 RD	NO	20851		c1955
ES03884	D	6179 SR 10	6179 State 10 RD	NO	20851		c1968
ES03885	D	6200 SR 10	6200 State 10 RD	NO	20851		c1963
ES03918	D	9101 Mobile Highway	9101 Mobile HWY	NO	20851		c1959

Style	ExtPlan	StrucSys1	StrucSys2	StrucSys3	ExtFabric1	ExtFabric2	ExtFabric3
Frame Vernacular	Rectangular	Balloon wood frame			Wood/plywood		
Masonry vernacular	Rectangular	Concrete block			Stucco		
Masonry vernacular	Rectangular	Concrete block			Stucco		
Frame Vernacular	Irregular	Wood frame			Vinyl		
Ranch	Irregular	Wood frame			Vinyl		
Masonry vernacular	Irregular	Concrete block	Wood frame		Stucco	Vinyl	Wood/plywood
Frame Vernacular	Irregular	Wood frame			Brick		
Frame Vernacular	Irregular	Wood frame			Aluminum		
Masonry vernacular	Rectangular	Wood frame			Brick	Concrete block	Wood/plywood
Masonry vernacular	Irregular	Concrete			Brick		
Masonry vernacular	Irregular	Wood frame			Brick		

ExtFabric4	StrucUse1	StrucUse2	StrucUse3	SurvEval	SurvDist
	Private residence			Ineligible for NRHP	Ineligible as contributor to NR district
	Hotel, Motel, Inn	Abandoned or vacant		Ineligible for NRHP	Ineligible as contributor to NR district
	Hotel, Motel, Inn	Abandoned or vacant		Ineligible for NRHP	Ineligible as contributor to NR district
	Private residence			Ineligible for NRHP	Ineligible as contributor to NR district
	Private residence			Ineligible for NRHP	Ineligible as contributor to NR district
	Private residence			Ineligible for NRHP	Ineligible as contributor to NR district
	Private residence			Ineligible for NRHP	Ineligible as contributor to NR district
	Private residence			Ineligible for NRHP	Ineligible as contributor to NR district
	Private residence			Ineligible for NRHP	Ineligible as contributor to NR district
	House of worship			Ineligible for NRHP	Ineligible as contributor to NR district
	Private residence			Ineligible for NRHP	Ineligible as contributor to NR district

[illegible]

SiteID	SiteName	RgType	NRCategory	City	ContribCR	NonContrib
ES03877	State Road 10	Linear Resource	STRU	Cantonment	1	0

TimeSig1		TimeSig2	TimeSig3	Narrative	HistAssc1	HistAssc2	HistAssc3	HistAssc4
Twentieth century American, 1900-present				See continuation sheet				

HistAssc5	HistAssc6	SurveyNum	Evaluation	d_NRListed	ShpoEval	Shape_Leng	Shape_Area
		20851	See continuation sheet		Ineligible for NRHP	0.19662681817	0.00003537816

SiteID	SiteName	SiteType1	SiteType2	SiteType3	SiteType4	SiteType5
ES01451	BEULAH 1	Indeterminate	Historic refuse / Dump			
ES01457	PERDIDO RIVER 7	Indeterminate	Artifact scatter-low density (< 2 per sq meter)			
ES01459	PERDIDO RIVER 9	Indeterminate	Artifact scatter-low density (< 2 per sq meter)			

SiteType6	Culture1	Culture2	Culture3	Culture4	Culture5
	Nineteenth century American, 1821-1899	Twentieth century American, 1900-present			
	Woodland				
	Woodland				

Culture6	Culture7	Culture8	SurvEval	SurveyNum	D_NRListed	ShpoEval	PlotType	HumanRemns
			Insufficient Information	15473		Not Evaluated by SHPO	NORM	
			Not Evaluated by Recorder	1656		Not Evaluated by SHPO	NORM	
			Not Evaluated by Recorder	1656		Not Evaluated by SHPO	NORM	

Shape_Leng	Shape_Area
0.00082582961	0.00000005190
0.00189336818	0.00000028010
0.00131500645	0.00000012895

FUTURE LAND USE MAP (FLUM) AMENDMENT – Urban Sprawl

For

Tower Ridge Road Subdivision

Parcel IDs: 01-1S-32-1000-050-003,
01-1S-32-1000-120-004,
01-1S-32-1000-110-003,
01-1S-32-1000-050-004,
01-1S-32-1000-070-003,
01-1S-32-1000-080-003

Escambia County, Florida

Prepared by:



REBOL-BATTLE & ASSOCIATES, LLC.

Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

March 2015

Prepared for:

Olson Land Partners, LLC
4300 Legendary Drive, Suite 234
Destin, FL 32541

RBA Project No.: 2015.006

1. Introduction

This report addresses the topic of “Urban Sprawl” for the Future Land Use Map (FLUM) Amendment request of Parcel Number 01-1S-32-1000-050-003, 01-1S-32-1000-120-004, 01-1S-32-1000-110-003, 01-1S-32-1000-050-004, 01-1S-32-1000-070-003, & 01-1S-32-1000-080-003 in Pensacola, Florida. The existing FLUM designation for the property is Rural Community (RC). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	9600 Block of Tower Ridge Road
PARCEL ID #:	01-1S-32-1000-050-003, 01-1S-32-1000-120-004, 01-1S-32-1000-110-003, 01-1S-32-1000-050-004, 01-1S-32-1000-070-003, & 01-1S-32-1000-080-003
INTENDED PROPERTY USE:	Residential Subdivision
CURRENT ZONING:	Agricultural District (AG)
PROPOSED ZONING:	One- and Two-Family District, Medium Density (R-3)*
	*To be applied for at a future date
CURRENT FLU:	Rural Community (RC)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The property is located at 9600 Block of Tower Ridge Road in central Escambia County, approximately 4,750 LF northwest from the intersection of Tower Ridge Road and Nine Mile Road. The combined parcels include approximately 80 acres of property (65 acres of uplands) along the west side of Tower Ridge Road. Maps of the existing property are included in the “Supplemental Documents” section of this report.

3. Urban Sprawl

Urban Sprawl can be defined as a “development pattern characterized by low density, automobile- dependent development with uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner.” The purpose of this report is to prove that the proposed Future Land Use Map Amendment does not encourage the proliferation of urban sprawl as required by Florida Statute (F.S.) 163.3177. The preferred development pattern characteristics are listed and addressed below.

Excerpt from F.S. 163.3177:

- (l) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The existing natural resources and ecosystems within the vicinity of the project shall be protected and not be negatively impacted as a result of the proposed residential

development. Public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells or septic systems which could impact natural resources. In addition, the ecosystems, specifically the wetland areas, located on the property shall be protected by the appropriate buffers required by the County and State for development.

- (II) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

The proposed development is located along frontage of Tower Ridge Road. No major public infrastructure "extension" would be required to support the site. However, State and County infrastructure improvements near the site are already in conceptual stages. For example, the Florida Department of Transportation (FDOT) is currently performing a Project Development and Environmental (PD&E) study of the areas along Nine Mile Road west of the project site eastward to Pine Forest Road. In addition, Escambia County has a "Sector Plan" to improve Beulah Road which is located just east of the proposed project. The subject property falls within limits of "planned" infrastructure areas which promotes efficient development.

- (III) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.*

The proposed residential subdivision shall provide for compact development and mixed densities/intensities. The community shall be designed with low speed roadways and sidewalks. In addition, amenities of the development shall include recreational areas such as a park and/or clubhouse within a walkable distance. The project will connect to nearby developed areas which could further promote pedestrian and bicycle accessible routes. In addition, the development shall include a mix of lot and home sizes for varying incomes and/or desires.

- (IV) *Promotes conservation of water and energy.*

As previously mentioned, public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells which could consume natural resources. In addition, construction of the homes within the subdivision shall be in accordance with the Florida Building and Plumbing Code which regulates energy conservation and protection of the potable water supply.

- (V) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.*

N/A – Preservation agricultural areas and activities are not proposed.

- (VI) *Preserves open space and natural lands and provides for public open space and recreation needs.*

The proposed residential development shall preserve areas of open space for recreational use. In addition, the existing wetland areas on the property shall be protected and conserved by including natural buffers in upland areas.

- (VII) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.*

N/A – The proposed development includes only residential uses.

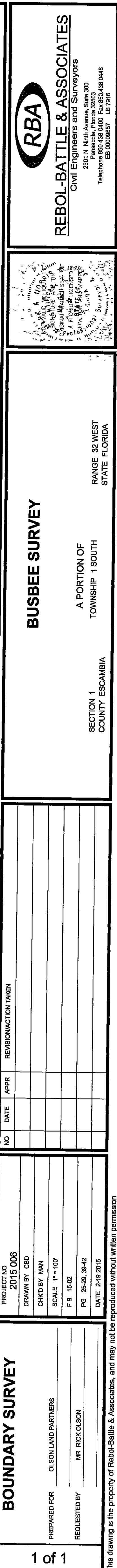
- (VIII) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.*

Although the proposed development does not provide a “transit-oriented” community, the development does remediate urban sprawl by constructing adjacent to “planned” infrastructure areas. In addition, the uses, densities and intensities of the project shall not over compensate with high density residential lots despite the amount of wetlands on the property.

4. Conclusion

The proposed residential development and Future Land Use Map Amendment does not encourage the proliferation of urban sprawl. This conclusion is based on the factors described above and summarized below as the development:

- Shall protect the existing natural resources and ecosystems within the vicinity.
- Falls within limits of “planned” infrastructure areas which promotes efficient development. Shall provide for compact development and mixed densities/intensities.
- Shall promote energy conservation and protection of the potable water supply. Shall preserve areas of open space and conserve natural lands.
- Shall remediate urban sprawl by constructing adjacent to “planned” infrastructure areas.





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: April 7, 2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

LSA - 2015 - 01

*Name: Kerry Anne Schultz

*Address: 3869 Paradise Bay *City, State, Zip: Gulf Breeze FL 32563

Email Address: KASchultz@frontierlaw.com Phone: 939-3535

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.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2015-01 (legal advertisement title)

Date: 03/11/15


Date requested back by: 03/16/15

Requested by: Griffin Vickery

Phone Number: 595-3471

.....
(LEGAL USE ONLY)

Legal Review by

Kenna Smith 

Date Received:

3/11/15

☒

Approved as to form and legal sufficiency.

a/changes.

☐

Not approved.

☐

Make subject to legal signoff.

Additional comments:

Approval relates to form and legal sufficiency only, which does not include verification of accuracy of FLV categories.

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF SIX PARCELS WITHIN SECTION 01, TOWNSHIP 1S, RANGE 32W, PARCEL NUMBERS 1000-050-003, 1000-050-004, 1000-070-003, 1000-080-003, 1000-110-003 AND 1000-120-004, TOTALING 79 ACRES, LOCATED OFF 9600 BLOCK OF TOWER RIDGE ROAD, FROM RURAL COMMUNITY (RC) TO MIXED-USE SUBURBAN (MUS); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6
7

8 **Section 2. Title of Comprehensive Plan Amendment**

9
10 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment
11 2015-01."
12
13

14 **Section 3. Changes to the 2030 Future Land Use Map**

15
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change:
21

22 Six Parcels Within Section 01, Township 1S, Range 32W, Parcel Numbers
23 1000-050-003, 1000-050-004, 1000-070-003, 1000-080-003, 1000-110-
24 003 and 1000-120-004 totaling 79 acres, located in the 9600 block of
25 Tower Ridge Road, as more particularly described by Rebol-Battle &
26 Associates, Civil Engineers and Surveyors, in the Busbee Survey
27 boundary survey dated February 19, 2015, attached as Exhibit A, from
28 Rural Community (RC) to Mixed-Use Suburban (MU-S) .
29
30

31 **Section 4. Severability**

32
33 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
34 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
35 the validity of the remaining portions of this Ordinance.
36
37

38 **Section 5. Inclusion in the Code**

39
40 It is the intention of the Board of County Commissioners that the provisions of this
41 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
42 the sections, subsections and other provisions of this Ordinance may be renumbered or
43 relettered and the word "ordinance" may be changed to "section," "article," or such other
44 appropriate word or phrase in order to accomplish such intentions.

1
2 **Section 6. Effective Date**
3

4 Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not
5 become effective until 31 days after the Department of Economic Opportunity notifies
6 Escambia County that the plan amendment package is complete. If timely challenged,
7 this Ordinance shall not become effective until the Department of Economic Opportunity
8 or the Administration Commission enters a final order determining the Ordinance to be
9 in compliance.
10
11
12

13 **DONE AND ENACTED** this _____ day of _____, 2015.
14

15
16 BOARD OF COUNTY COMMISSIONERS
17 OF ESCAMBIA COUNTY, FLORIDA
18

19
20 By: _____
21 Steven Barry, Chairman
22

23 ATTEST: PAM CHILDERS
24 CLERK OF THE CIRCUIT COURT
25
26

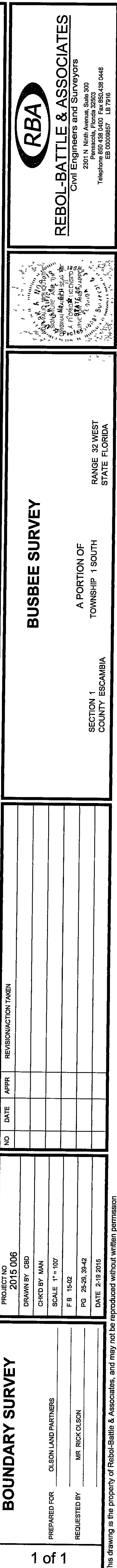
27 By: _____
28 Deputy Clerk
29
30
31

32 (SEAL)
33
34

35 ENACTED:
36
37

38 FILED WITH THE DEPARTMENT OF STATE:
39
40

41 EFFECTIVE DATE:
42
43



ORDINANCE NUMBER 2015-____

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NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

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Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2015-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

Six Parcels Within Section 01, Township 1S, Range 32W, Parcel Numbers 1000-050-003, 1000-050-004, 1000-070-003, 1000-080-003, 1000-110-003 and 1000-120-004 totaling 79 acres, located in the 9600 block of Tower Ridge Road, as more particularly described by Rebol-Battle & Associates, Civil Engineers and Surveyors, in the Busbee Survey boundary survey dated February 19, 2015, attached as Exhibit A, from Rural Community (RC) to Mixed-Use Suburban (MU-S) .

Section 4. Severability

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

Section 5. Inclusion in the Code

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Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

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

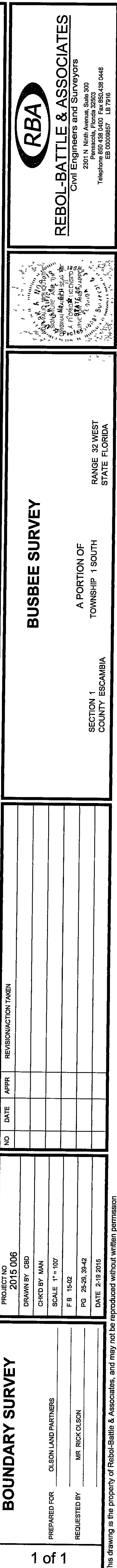
By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8559

Growth Management Report 9. 3.

BCC Regular Meeting

Meeting Date: 08/06/2015

Issue: Review of Rezoning Case 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 Case heard by the Planning Board on June 2, 2015

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

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2015-12 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

1. 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: MU-S, Mixed-Use Suburban

Commissioner District: 1

Requested by: Kerry Anne Schultz, Agent for The Busbee Limited Partnership and
Murphy J. Jacob Trust, Owners

Planning Board Approval

Recommendation:

Speakers: Kerry Anne Schultz, Edward Morgan, Tommy Brown

BACKGROUND:

The above case was 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 Order of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The case under review is 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-2015-12

Z-2015-12

PLANNING BOARD REZONING HEARINGS - JUNE 2, 2015

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1 hearing requests to change Future Land Use in
2 the same meeting or the next meeting that
3 follows this for property. This one came to
4 us in front, has gone through this Board, has
09:20AM 5 gone through the BCC and is basically in that
6 30-day period before the State or how many
7 days do they have to respond?
8 MR. VICKERY: I don't remember the days.
9 It's been in their hands for at least two
09:20AM 10 weeks now.
11 MR. TATE: Thank you.
12 MR. VICKERY: But the proposed rezoning is
13 based on the proposed Future Land Use change.
14 That's one of the few conditions that are
09:20AM 15 allowed regarding rezoning.
16 This is the current zoning, the 500-foot
17 radius. This is the signage. I posted two
18 signs because the property has about a quarter
19 of a mile frontage on Tower Ridge Road. This
09:21AM 20 is the southeast corner. Now looking from
21 that sign northward along Tower Ridge Road and
22 then south.
23 I will make a comment that other than the
24 signs, these other photos are from the
09:21AM 25 previous case, so that tree is not in bloom

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1 today.
2 Then this is looking across Tower Ridge
3 Road again at the southeast corner into the
4 property. This is the northern sign. Then
09:21AM 5 looking north toward Frank Reeder Road. Then
6 south back toward Nine Mile and Mobile
7 Highway. Then across Tower Ridge westward
8 into the property. Again, the 500-foot radius
9 and then following all the property owners who
09:22AM 10 were notified based on the property
11 appraiser's records.
12 MR. TATE: Thank you. Would the applicant
13 please come forward or applicant's
14 representative, I'm sorry.
09:22AM 15 MR. TATE: Because you are appearing as a
16 witness in this case we will ask that you be
17 sworn in.
18 (Kerry Anne Schultz sworn.)
19 MR. TATE: Would you please state your
09:22AM 20 full name and address for the record?
21 MS. SCHULTZ: Kerry Anne Schultz, 3869
22 Paradise Bay Drive, Gulf Breeze, Florida
23 32563.
24 MR. TATE: Have you received a copy of the
09:22AM 25 Rezoning Hearing Package with the

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1 Findings-of-Fact?
2 MS. SCHULTZ: I have.
3 MR. TATE: Do you understand that you have
4 the burden of providing substantial competent
09:22AM 5 evidence that the proposed rezoning is
6 consistent with the Comprehensive Plan,
7 furthers the goals, objectives and policies of
8 the Comprehensive Plan and is not in conflict
9 with any portion of the County's Land
09:23AM 10 Development Code?
11 MS. SCHULTZ: I do.
12 MR. TATE: Would you please proceed with
13 your presentation.
14 MS. SCHULTZ: Thank you, Mr. Tate. And
09:23AM 15 Mr. Tate, thank you and fellow Board members
16 for actually clarifying that we did come
17 before this Honorable Board and was approved
18 by the Board of County Commissioners for a
19 Future Land Use amendment which was done
09:23AM 20 previously and that's currently pending with
21 the State. We're still within our 45 days for
22 that, so thank you for mentioning that.
23 Thank you, Mr. Vickery. We appreciate the
24 staff's comments. By way of background let me
09:23AM 25 just tell you I have the pleasure of

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1 representing Olson Land Partners and they
2 developed Vintage Creek Subdivision, which
3 came before this Board sometime ago, a
4 beautiful larger estate that's next to the
09:23AM 5 area.
6 If we could go ahead and put up just by
7 way of the surrounding properties. So when
8 all the zoning categories changed we had to
9 somewhat go backwards and figure for both
09:23AM 10 projects what we were going to do and I think
11 it's relevant for me to go ahead and lay that
12 foundation before I get into why we meet the
13 six criterion and why this Board should go
14 ahead and approve our request for LDMU.
09:24AM 15 First of all, the Vintage Creek property
16 is to the south. It's also in the same FLUM,
17 which is MU-S. Of course, ours is pending,
18 but we are seeking the Mixed Use Suburban.
19 The old category for Vintage Creek was R-3.
09:24AM 20 The new is MBR. The subject parcel, the is
21 old R-R and the new is MU. We are asking that
22 this Honorable Board agree to our rezoning
23 request for LDMU even though the staff has
24 made logical and rational conclusions why LDR
09:24AM 25 would be the best for this category. Let's

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1	talk about that.	1	our community, but also providing your smaller
2	MR. TATE: Can you put up the zoning map?	2	lots with the complimentary Vintage Creek.
3	MS. SCHULTZ: Thank you, Mr. Tate. When	3	So while the staff recommendation would
4	we sat down and we realized that obviously the	4	afford for LDR, an LDR zoning category would
09:24AM 5	zoning categories have changed, initially for	09:27AM 5	not support town homes. So obviously I'm
6	this development we were going to come before	6	coming before you today recognizing that the
7	this Honorable Board and seek R-3. The	7	staff has looked at the six criteria and in
8	developer at the time was looking at the	8	every criteria has determined well, LDR would
9	demands of the current new hirings of Navy	9	be an alternative.
09:25AM 10	Federal. These two subdivisions were built in	09:27AM 10	Now, one would ask, Ms. Schultz, wouldn't
11	mind to accommodate the influx of individuals	11	just you agree with LDR? That's what the
12	who will be hired by Navy Federal and other	12	staff is recommending. The only reason we are
13	businesses that will bring money to Escambia	13	not in favor of LDR on the onset is because
14	County. So you have Vintage Creek to the	14	LDMU provides for the town home concept, where
09:25AM 15	south and you have this subject parcel to the	09:27AM 15	LDR does not. And we're not asking to go up
16	north, both properties developed by our client	16	in the density, which would be the neighboring
17	Olson.	17	Vintage Creek, which is MDR, because town
18	With that in mind, Vintage Creek	18	homes would not be permissible because you had
19	Subdivision is MDR. The client did not want	19	to previously be zoned R-3, which the subject
09:25AM 20	to put town homes in that. We wanted to have	09:28AM 20	parcel is not.
21	a price point for your coming to town we want	21	So one would say, Ms. Schultz, just change
22	to capture both audiences of different price	22	Vintage Creek, just change Vintage Creek and
23	points with respect to both developments. So	23	do town homes there because you can with MDR.
24	Vintage Creek being MDR, which would	24	Well, we would have to change engineering and
09:25AM 25	accommodate town homes, the developer decided	09:28AM 25	all of that. Technically we could do that.
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1	not to do that and they went forward with more	1	We could flip these projects and County staff
2	larger estate lots or a 70-foot lot concept.	2	is aware that we could do that. To ask a
3	So this project that I'm here before you	3	developer to do that costs hundreds and
4	today that the current zoning is RMU,	4	thousands of dollars to change engineering and
09:26AM 5	previously R-R, we would like to do 100 town	09:28AM 5	design. We are wanting you to look at both
6	homes, but we would like to look at just	6	projects together even though what's before
7	single-family homes, as well, providing those	7	this Board is the new project, because we
8	potential new employees of these thriving	8	can't do the town home with LDR, which is what
9	businesses to have an opportunity of what they	9	the staff would like us to do, and we can't do
09:26AM 10	wanted.	09:28AM 10	RMU, but if we switch the projects we could do
11	Well, in looking at staff's comments what	11	different products.
12	I want to mention to you with LDMU what's	12	So I need this Board to understand that --
13	important to know, that's what we're seeking	13	and this is my gosh not a threat by any
14	today, is you have seven units per acre, which	14	stretch of the imagination -- we're just
09:26AM 15	is a mix of residential and commercial.	09:29AM 15	trying to accommodate the different price
16	However, our client desires no commercial,	16	points for prospective employees that will be
17	none whatsoever. Even though LDMU provides	17	relocating to our area. So we could change
18	for a mix of residential and commercial, the	18	Vintage Creek. Instead of doing the large
19	only thing -- why my client is interested in	19	lots with the estate flair, we could simply do
09:26AM 20	LDMU is it's really the only niche category	09:29AM 20	town homes. We could do -- in fact, we could
21	that provides for a few town homes. The	21	do 1,340 units, but that's not what we desire
22	design of this project conceptually is not do	22	to do.
23	100 percent town homes. It is designed with	23	So before I get to the criteria just
24	the understanding of doing some town homes to	24	briefly in summary of why LDMU works is
09:27AM 25	accommodate these new individuals coming to	09:29AM 25	because there really is no other category
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	1	that's like the previous R-3. It would be		1	Commissioners and voted yes, we can stipulate
	2	simple to have gone from R-R to R-3, because		2	to no commercial. We do not want any
	3	we could do the town homes. But when the Land		3	commercial. Let's just make that known.
	4	Development Code changed to look at the zoning		4	MR. TATE: Just let me interject for the
09:29AM	5	categories, we struggled with trying to figure	09:32AM	5	Board members. While that may be stipulated
	6	out what could we do because we don't want to		6	that's not a condition that we can make our
	7	do commercial. So part of me wants to come		7	decision on, so just keep that in mind as we
	8	before this Board and say, hey, please give us		8	go forward.
	9	LDMU. We won't let you down. We'll stick		9	MS. SCHULTZ: Thank you, Mr. Tate. I
09:30AM	10	with the town home concept just with the	09:32AM	10	appreciate that.
	11	hundred, do the smaller lots, no commercial,		11	So we do believe that we are consistent
	12	and if we could make that contingent.		12	with the Comprehensive Plan. So once you have
	13	So let's go into the six criterion on why		13	MU-S, we believe that even though we can't
	14	we believe we have satisfied the six criterion		14	stipulate, to the extent that you understand
09:30AM	15	for this Honorable Board to vote in favor of	09:32AM	15	we're not going to do commercial, this
	16	the LDMU request.		16	developer has no desire to do commercial,
	17	Number one. Is it consistent with the		17	retail, anything, it is simply for
	18	Comprehensive Plan? Absolutely. Now keep in		18	single-family homes or multifamily use.
	19	mind we still have pending before the State		19	Number two. Are we consistent with the
09:30AM	20	our FLUM amendment, which would make us MU-S,	09:32AM	20	Land Development Code? We believe we are.
	21	so to the extent that's approved, which I have		21	This request is consistent with the Land
	22	a good feeling it will be, that would allow		22	Development Code because it allows the
	23	for 25 units per acre, which allows for the		23	district to develop a complimentary mix of low
	24	mixed use of residential and commercial.		24	density residential uses.
09:30AM	25	LDM provides for seven units per acre, the	09:32AM	25	Now, think about this. This is very
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	1	mix of residential and commercial. We do not		1	important. The surrounding uses -- and we'll
	2	want to do commercial, but it's the only		2	get to that criteria here in a second -- the
	3	category that would allow our client to have		3	County actually owns property that abuts this
	4	some of the town home concept within the		4	property, and this is important, and it is
09:31AM	5	beautiful development mixed with single-family	09:33AM	5	zoned LDMU. So you have LDMU here that
	6	dwellings.		6	Escambia County owns and we're right next
	7	Now, this Honorable Board had the		7	door. We are simply asking to have that same
	8	opportunity at the FLUM hearing to do the		8	zoning category. And by the way Vintage
	9	MU-S, to review utility and service letters		9	Creek, which is zoned MDR, that's our client's
09:31AM	10	that were previously provided. So we believe	09:33AM	10	project, as well, so it is compatible with the
	11	that under the Comprehensive Plan, to the		11	Land Development Code. As I mentioned, we
	12	extent that the State approves that, that we		12	could have asked for the prior zoning category
	13	will be compatible with the Comprehensive		13	R-3, which the developer to the south has,
	14	Plan.		14	which is our client.
09:31AM	15	Now, the staff, the only negative thing	09:33AM	15	Now, keep in mind under the Land
	16	that the staff mentions in its finding about		16	Development Code you have to look at under the
	17	inconsistency with the Comp Plan is the		17	new zoning categories whether or not we meet
	18	compatibility with infill would not be		18	the same location criteria. That's important.
	19	promoted by the range of LDMU allowed uses.		19	So that's a subset requirement that I have to
09:31AM	20	Well, just reading that sentence there	09:33AM	20	tell you today of why we meet that. Well, in
	21	indicates that there's this misunderstanding		21	looking at locational criteria, looking at
	22	that we want to do commercial and that's not		22	nonresidential, we plan on doing 100 percent
	23	the case. In fact, we are willing to go		23	residential. So even though LDMU if approved
	24	forward and say, even though, if this is voted		24	would allow for commercial, we're representing
09:31AM	25	today and goes before the Board of County	09:34AM	25	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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<p>61</p> <p>1 mixture. And all we're trying to do is</p> <p>2 accommodate those potential employees that are</p> <p>3 relocating to our area that will bring money</p> <p>4 into our area to have a different mix of do</p> <p>09:39AM 5 you want the estate looking property, do you</p> <p>6 want more of a townhouse, others.</p> <p>7 We believe we've met the six criteria. We</p> <p>8 really want to change the zoning today. If</p> <p>9 this Honorable Board is completely against the</p> <p>09:39AM 10 LDMU, even though the County property next to</p> <p>11 this parcel is LDMU, we would consider LDR,</p> <p>12 which would force us to go back to do a PUD,</p> <p>13 which this Board -- Mr. Tate, I know you're</p> <p>14 shaking your head, because that is something</p> <p>09:39AM 15 we could do. It's just we selected LDMU</p> <p>16 because when the zoning changed there wasn't a</p> <p>17 niche category. Like R-3 was so great and I</p> <p>18 always used R-3 because it really would</p> <p>19 accommodate this, but the problem is that LDMU</p> <p>09:39AM 20 throws in the commercial aspect. We're not</p> <p>21 going to do commercial, but it's really the</p> <p>22 only category that allows us to do the town</p> <p>23 home concept, which this will not be a full</p> <p>24 town home.</p> <p>09:39AM 25 I believe I've satisfied the six criteria.</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>63</p> <p>1 compatible with what's surrounding. There's</p> <p>2 not an issue with the increased density that's</p> <p>3 allowed by the proposed Future Land Use, and</p> <p>4 there's not an issue or conflict with the uses</p> <p>09:41AM 5 overall that the Future Land Use would allow,</p> <p>6 but in this location there is not an</p> <p>7 appropriate promotion of compatible uses by</p> <p>8 this proposed change in zoning. We did</p> <p>9 suggest to the applicant, based on this and</p> <p>09:41AM 10 other criteria, that Low Density Residential</p> <p>11 would be appropriate for a rezoning category.</p> <p>12 The second criteria is the rezoning being</p> <p>13 consistent with the Land Development Code.</p> <p>14 The findings are that it's not consistent with</p> <p>09:42AM 15 the Land Development Code. It doesn't</p> <p>16 implement the primary intent of the requested</p> <p>17 Low Density Mixed Use district. That can't be</p> <p>18 fulfilled at this location, can't provide a</p> <p>19 greater mix of neighborhood retail sales and</p> <p>09:42AM 20 services, professional offices and greater</p> <p>21 dwelling unit diversity. Some of those</p> <p>22 aspects can be, but not entirely.</p> <p>23 And as I believe the Chairman stated in</p> <p>24 the previous rezoning case, you have to look</p> <p>09:42AM 25 at all of the uses that would be available in</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p>62</p> <p>1 I want to be careful because I have this</p> <p>2 feeling that the State is just going to vote</p> <p>3 yes and support the County's vote with respect</p> <p>4 to our FLUM change. I don't want that to</p> <p>09:40AM 5 affect today's meeting, but if you're going in</p> <p>6 a direction that says LDMU would be -- that we</p> <p>7 have not met that burden, then I would like to</p> <p>8 consider as an alternative LDR and see if</p> <p>9 maybe we can get the town homes approved</p> <p>09:40AM 10 through the PUD process and welcome any</p> <p>11 questions at this time.</p> <p>12 MR. TATE: Staff, do you have any</p> <p>13 questions of the applicant?</p> <p>14 MR. VICKERY: No.</p> <p>09:40AM 15 MR. TATE: At this time we'll go ahead and</p> <p>16 allow the staff to do their presentation.</p> <p>17 (Presentation by Griffin Vickery,</p> <p>18 previously sworn.)</p> <p>19 MR. VICKERY: So you've been provided with</p> <p>09:40AM 20 the findings that we prepared for this Case</p> <p>21 Z-2015-12 and I'll go through those.</p> <p>22 The first being consistency with the</p> <p>23 Comprehensive Plan. The findings are that the</p> <p>24 proposed rezoning is not consistent mainly due</p> <p>09:41AM 25 to the requirement that the infill be</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>64</p> <p>1 the proposed rezoning. You consider all of</p> <p>2 them.</p> <p>3 The code says that rezoning to this</p> <p>4 proposed Low Density Mixed Use District is</p> <p>09:43AM 5 appropriate where there is a pattern of</p> <p>6 well-connected streets, but these surrounding</p> <p>7 streets just get by, they're in bold, national</p> <p>8 land survey 30 foot rights-of-way. So there's</p> <p>9 just enough room for some pavement. There</p> <p>09:43AM 10 really is not a system of well-connected</p> <p>11 streets here that would support this zoning</p> <p>12 district.</p> <p>13 The district is also indicated by the code</p> <p>14 to be appropriate to provide a separation</p> <p>09:43AM 15 between suburban and urban uses. That</p> <p>16 function isn't applicable here either.</p> <p>17 The consistency with other purposes of the</p> <p>18 code would be confirmed should any proposed</p> <p>19 development be reviewed, but these are the</p> <p>09:43AM 20 basic requirements of the Land Development</p> <p>21 Code that come forward when you're looking at</p> <p>22 rezoning and we just don't find support for</p> <p>23 those.</p> <p>24 The third criterion, compatible with the</p> <p>09:44AM 25 surrounding uses, the findings are that all</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

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<p>65</p> <p>1 the land uses and development activities and</p> <p>2 conditions that are allowed by the proposed</p> <p>3 zoning are not compatible with the surrounding</p> <p>4 conforming uses and activities.</p> <p>09:44AM 5 The Low Density Mixed Use, unlike the</p> <p>6 current Rural Mixed Use and even the suggested</p> <p>7 Low Density Residential, would bring in uses</p> <p>8 like expanded manufactured home parks and</p> <p>9 subdivisions, new or expanding, townhouses, as</p> <p>09:44AM 10 has been mentioned is the intent of this</p> <p>11 particular applicant, zero lot line</p> <p>12 subdivisions, and then retail sales and</p> <p>13 services within neighborhood retail centers.</p> <p>14 These uses and activities in their entirety</p> <p>09:45AM 15 are not appropriate at this location.</p> <p>16 The fourth criterion is changed conditions</p> <p>17 and there has been, as the applicant referred</p> <p>18 to, a recent -- both the recent recommended</p> <p>19 change in the Future Land Use, but also the</p> <p>09:45AM 20 approval of the single-family residential</p> <p>21 subdivision adjoining this property to the</p> <p>22 south.</p> <p>23 Let me explain, at this point this current</p> <p>24 medium density residential that applies to</p> <p>09:45AM 25 that area, that property was already zoned</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>67</p> <p>1 former borrow pit. My understanding from</p> <p>2 speaking with someone in Public Works that</p> <p>3 there is no active mining of the land. It's</p> <p>4 used as a storage area for rework concrete</p> <p>09:47AM 5 pipe and milled asphalt that might be used for</p> <p>6 road maintenance in the area.</p> <p>7 The zoning that was applied to it resulted</p> <p>8 from the zoning consolidation. When that</p> <p>9 process was going on there was no intent to</p> <p>09:47AM 10 have or to retain a public zoning district.</p> <p>11 That is probably the more appropriate</p> <p>12 application to that site, but because it</p> <p>13 already had a nonresidential use, it was given</p> <p>14 or allocated that Low Density Mixed Use zoning</p> <p>15 to retain some nonresidential use and to be</p> <p>16 consistent with the Future Land Use.</p> <p>17 The fifth criterion, development patterns,</p> <p>18 the finding is that the proposed amendment</p> <p>19 would not result in a logical and orderly</p> <p>09:48AM 20 development pattern due to the incompatible</p> <p>21 land uses and residential density that it</p> <p>22 would allow.</p> <p>23 The final category, effect on the natural</p> <p>24 environment, the finding is that the proposed</p> <p>09:48AM 25 rezoning would not increase the probability of</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p>66</p> <p>1 R-3. There was not a zoning change to R-3.</p> <p>2 So the Future Land Use Map was pursued and</p> <p>3 approved that allowed more than the two</p> <p>4 dwelling units per acre that the previous</p> <p>09:46AM 5 Rural Community Future Land Use category</p> <p>6 allowed. The R-3 zoning, our best</p> <p>7 determination is that's what it's been all</p> <p>8 along.</p> <p>9 From a planning perspective and in that</p> <p>09:46AM 10 overall area, it's out of place. The reason</p> <p>11 as I see that it doesn't support a change is</p> <p>12 that the development that's been approved for</p> <p>13 that is really a Low Density Residential</p> <p>14 development. It's not a medium density</p> <p>09:46AM 15 residential development. The final product</p> <p>16 was development that was less than two units</p> <p>17 per acre on approximately quarter acre lots.</p> <p>18 So that fits squarely within the Low Density</p> <p>19 Residential type of zoning. So simply because</p> <p>09:47AM 20 that area is zoned medium density doesn't, in</p> <p>21 my mind, support extension of that or even a</p> <p>22 similar zoning for this adjoining property.</p> <p>23 On that same topic of what's there around</p> <p>24 it and what supports rezoning that Low Density</p> <p>09:47AM 25 Mixed Use parcel is County property. It's a</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>68</p> <p>1 significant adverse impacts to the natural</p> <p>2 environment. The wetlands that are on site</p> <p>3 would have to be addressed by any proposed</p> <p>4 development plan that would proceed and there</p> <p>09:49AM 5 are County ordinances that deal with that.</p> <p>6 Staff has no other comments regarding the</p> <p>7 findings that you've been provided.</p> <p>8 MR. TATE: Thank you.</p> <p>9 Ms. Schultz, do you have any examination</p> <p>09:49AM 10 of the staff witness?</p> <p>11 MS. SCHULTZ: Just one.</p> <p>12 Mr. Vickery, even though the staff</p> <p>13 comments are not in support of establishing</p> <p>14 the criteria for LDMU, would the staff support</p> <p>09:49AM 15 LDR?</p> <p>16 MR. VICKERY: Yes, the findings were</p> <p>17 written to indicate that that would be an</p> <p>18 appropriate alternative zoning district</p> <p>19 consistent with the Comp Plan and the code and</p> <p>09:49AM 20 the other criteria that are listed in the Land</p> <p>21 Development Code.</p> <p>22 MS. SCHULTZ: Thank you.</p> <p>23 MR. TATE: Thank you.</p> <p>24 Do you have anything further for the</p> <p>09:50AM 25 Board?</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

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1 MR. VICKERY: No. Again, those findings
2 were included providing that alternative
3 zoning.
4 MR. TATE: For those members of the public
09:50AM 5 who wish to speak on this matter please note
6 that the Planning Board bases its decision on
7 the approval of the conditions and exceptions
8 described in Section 2.07.2 of the Escambia
9 County Land Development Code. During it's
09:50AM 10 deliberations the Planning Board will not
11 consider general statements of support or
12 opposition. Accordingly, please limit your
13 testimony to the approval of the conditions
14 and exceptions described in 2.07.2. Please
09:50AM 15 also note that only those individuals who are
16 present and give testimony before the Board at
17 this hearing before the Planning Board will be
18 allowed to speak at the subsequent hearing
19 before the BCC.
09:50AM 20 There are four individuals who have signed
21 up to speak or five. The first one is
22 actually, Tommy Brown, Escambia County Traffic
23 Department. Are you still in the building?
24 (Tommy Brown, previously sworn.)
09:51AM 25 MR. BROWN: Tommy Brown. I work in the

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1 transportation traffic operations. I just
2 wanted to put on the record that there may be
3 a need for a right-of-way donation along Tower
4 Ridge Road, so I just wanted to let the
09:51AM 5 developer and their agent know that before
6 they come to the DRC.
7 MR. TATE: Thank you. I believe two of
8 those are actually the applicant or a business
9 associate. Jason Rebol. No comment? Okay.
09:51AM 10 Paul Battle? No comment.
11 Rick Olson? No comment.
12 All right. Our final is Edward Morgan.
13 Mr. Morgan, please come forward. Could you
14 state your full name and address for the
09:52AM 15 record and be sworn in.
16 MR. MORGAN: Edward G. Morgan, 9755 Tower
17 Ridge Road.
18 (Edward G. Morgan sworn.)
19 MR. MORGAN: First I'll comment that --
09:52AM 20 especially the speakers that have been turned
21 this way, I'm used to public speaking, but I
22 noticed it's almost impossible to hear even
23 you up there. There's something wrong with
24 the speaker system.
09:52AM 25 But I have objections. I understand

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1 already it's permitted to build two dwelling
2 units per acre; is that correct?
3 MR. TATE: I believe that's on the portion
4 that's already previously approved. What's
09:53AM 5 the density on the current zoning for the case
6 before us today?
7 MR. VICKERY: The Rural Mixed Use zoning
8 that's currently there allows two units per
9 acre. However, with the change in the Future
09:53AM 10 Land Use there is a conflict until that
11 conflict is somehow addressed because of the
12 overlap, if you will, in the maximum and
13 minimum densities required by the two Future
14 Land Use categories. So let me put it more
09:53AM 15 simply. If they get the Future Land Use, go
16 forward with the Future Land Use amendment,
17 it's approved, they would need rezoning of
18 some form.
19 MR. TATE: Okay.
09:54AM 20 MR. MORGAN: I have comments and I have
21 questions still, also. If this unit is built,
22 is there some provision for correcting the
23 drainage situation? We have a terrible
24 drainage situation. There's no ditches to the
09:54AM 25 road and I've suffered with that on my place

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1 for years.
2 MR. TATE: Unfortunately for us, in front
3 of us at this Board, we can't consider the
4 conditions that maybe have to change or
09:54AM 5 improve before something can be done. Those
6 actually occur after both this hearing and the
7 next hearing before the Board of County
8 Commissioners. Then the applicant is actually
9 required to come back to staff and meet with
09:55AM 10 them in what's called the development review
11 and that's a public hearing, as well, and
12 that's where those issues are addressed from
13 the technical perspective of what has to be
14 done both in and around their properties to
09:55AM 15 meet the conditions of the County in order to
16 build.
17 MR. MORGAN: And the planners for it, is
18 there going -- we have no public sewage. The
19 more houses you build out there with septic
09:55AM 20 tanks, it's going to present a great problem.
21 And another problem I have with it is the
22 pollution of a stream that gets up -- goes
23 down one line of my place and crosses the
24 back, goes into that beautiful creek, clear
09:56AM 25 creek that runs into Perdido River, and if

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	1	there's no provision made for drainage,		1	process once the change is made. So just to
	2	pollution will be a problem in that beautiful		2	go ahead and say we recognize certain things
	3	stream.		3	will have to be done to make this project
	4	And I think of an old proverb that I've		4	under the code, as well as other agencies
09:56AM	5	been hearing all of my life, woe unto them	09:58AM	5	concerns and those will be addressed.
	6	that join house to house and field to field.		6	I do want to make it very clear to this
	7	There will be no place left alone in the		7	Board, while I appreciate and respect the
	8	earth. The more people you get in a		8	staff's comments, we really want LDMU because
	9	community, the living conditions get worse.		9	it's really the only category niche to do what
09:56AM	10	You have problems with children being raised	09:59AM	10	we want to do on this property so we don't
	11	so close together. The morals go down. The		11	have to split the project because that's what
	12	quality of living goes down the thicker it		12	may have to do. We don't want to do that. So
	13	gets and we have proof of that in some of the		13	to accommodate the town homes, knowing that
	14	thick sections already and some of the		14	there's not going to be commercial, we want to
09:57AM	15	problems that the police are already having	09:59AM	15	make it very clear that this Board look at
	16	with these people where there's just so many		16	that we've met the six criteria, especially in
	17	people living in the same area.		17	the light that the County property next to
	18	I've been out there more than 43 years and		18	this property is LDMU. And while the County
	19	I moved out there to get away from these kind		19	has no desire to develop that property right
09:57AM	20	of living conditions. And I can understand	09:59AM	20	now, it's not known to be that they desire to
	21	that there has to be some development, but I'm		21	develop it, it could sell that property and
	22	strictly opposed to having seven dwelling		22	the subsequent bona fide purchaser could do
	23	units per acre.		23	something with that property.
	24	MR. TATE: Thank you, Mr. Morgan.		24	So for that reason and all the other five
09:57AM	25	MR. MORGAN: I thank you.	09:59AM	25	criteria that I've gone over, we believe we
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	1	MR. TATE: Does the applicant wish to make		1	meet LDMU. However, I don't want to slow this
	2	any further comments or address any issues		2	project down. There is a demand for homes in
	3	that were brought up by this individual?		3	this area. I think you all know the quality
	4	MS. SCHULTZ: Yes. Just as this nice		4	of my client. This developer has built Water
09:58AM	5	gentleman had mentioned and just so this Board	09:59AM	5	Color, has done so much in our area here all
	6	knows and I'm sure you recognize that drainage		6	the way the Florida north coast here and does
	7	will be provided per code within the		7	a very very good job and high end projects.
	8	subdivision. The engineer is here. There		8	We want to provide an accommodation for those
	9	will be obviously public -- the great thing		9	buyers at different price points and different
09:58AM	10	about Vintage Creek with that is that there	10:00AM	10	needs and that's we why wanted to do more of
	11	will be a public sewage just as Vintage Creek,		11	the town home concept here.
	12	so we can possibly, I don't know if that can		12	If it goes in the direction that this
	13	be tapped in or not. That's an engineering		13	Honorable Board says, Ms. Schultz, we're not
	14	question. But that will already be		14	going to do LDMU, I really need to tell you
09:58AM	15	accommodated.	10:00AM	15	that we would consider LDR, but that would be
	16	Clearly we're going to protect the		16	the only alternative so that we can get
	17	wetlands. There are wetlands that will be		17	ourselves out of the RMU or we can't develop
	18	protected, as this Board knows that we can't		18	this property. So I'm coming to you saying,
	19	get to the next level without that, and that		19	gosh, I wish there was a middle ground between
09:58AM	20	will be honored and protected according to the	10:00AM	20	LDR and LDMU that allowed for town homes.
	21	code.		21	There's not. Because we don't want to do
	22	We also acknowledge that there are some		22	commercial. And it may be that we didn't
	23	road improvements that may be required by the		23	foresee that that would be an issue. I think
	24	developer and as Mr. Tate properly stated		24	we're probably the first ones that are going
09:58AM	25	these are things that have to go through the	10:00AM	25	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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<p>85</p> <p>1 even a conflict in some regard with that</p> <p>2 consideration there, so we're having to look</p> <p>3 at it beyond just the -- you know, we</p> <p>4 understand the MDR, the R-3 below it, but now</p> <p>10:10AM 5 we're saying, well, our concern here is town</p> <p>6 homes really don't meet lower density issues,</p> <p>7 but we've got a low density zoning that we put</p> <p>8 townhouses in.</p> <p>9 MR. VICKERY: It mixed use.</p> <p>10:10AM 10 MR. TATE: Right. I do understand that.</p> <p>11 MR. VICKERY: It also is not the same</p> <p>12 density. They're very relative terms, low</p> <p>13 density, medium density, high density.</p> <p>14 They're more relative to one another than they</p> <p>10:10AM 15 are to some continuum with an exact line that</p> <p>16 says you crossed this line and now you're</p> <p>17 meeting density. So the character of a mixed</p> <p>18 use district is much different than a purely</p> <p>19 residential district.</p> <p>10:10AM 20 MR. TATE: Okay. Any other questions or</p> <p>21 comments by the Board to the applicant, staff</p> <p>22 or the public?</p> <p>23 MR. PYLE: Could I -- this is not a</p> <p>24 question, but possibly talk to Ms. Schultz and</p> <p>10:11AM 25 the County Attorney real quick? I just want</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>87</p> <p>1 rezoning...</p> <p>2 MR. PYLE: It has absolutely nothing to do</p> <p>3 with the hearing before us. It's simply a</p> <p>4 completely separate matter. She happens to</p> <p>10:12AM 5 represent a client that is on an opposing view</p> <p>6 of the company that I work for. That's all.</p> <p>7 I just wanted to disclose so that if I needed</p> <p>8 to recuse.</p> <p>9 MS. SCHULTZ: Mr. Pyle, I tremendously</p> <p>10:12AM 10 respect you as you probably know. Do you feel</p> <p>11 like you can sit here today and vote on this</p> <p>12 matter independent of the other relationship</p> <p>13 or anything else involved?</p> <p>14 MR. PYLE: Yes.</p> <p>10:12AM 15 MS. SCHULTZ: And you don't know Mr. Olson</p> <p>16 sitting here today, right?</p> <p>17 MR. PYLE: No.</p> <p>18 MS. SCHULTZ: Okay.</p> <p>19 MS. SMITH: I do not find that you have a</p> <p>10:13AM 20 voting conflict and as I have advised the</p> <p>21 Board in the past, the ethic rules require</p> <p>22 that you vote unless you have a conflict that</p> <p>23 would result in a special benefit or loss. I</p> <p>24 do not find that's the case based on what</p> <p>10:13AM 25 you've told me, so I am not asking that you</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p>86</p> <p>1 to make sure full disclosure to the applicant</p> <p>2 that there's no conflict that I need to recuse</p> <p>3 myself, if I could speak to them briefly. I</p> <p>4 mean, in private or not, you represent a</p> <p>10:11AM 5 client that we're on opposing sides. No,</p> <p>6 we're not in litigation, but I just wanted to</p> <p>7 make her aware of that before there's a vote,</p> <p>8 which I don't hold any prejudice to that.</p> <p>9 MS. SMITH: The concern that I would have</p> <p>10:11AM 10 is if you had a relationship that would result</p> <p>11 in a special benefit or loss to you as a</p> <p>12 result of your...</p> <p>13 MR. PYLE: No, they're totally -- it's</p> <p>14 where I work and I don't think Ms. Schultz</p> <p>10:11AM 15 even knows the conflict. I just put two and</p> <p>16 two together as we sat here. Again I don't</p> <p>17 think my vote has any -- there's no bearing on</p> <p>18 that, but I would rather tell her now.</p> <p>19 MS. SMITH: What the ethic rules require</p> <p>10:11AM 20 is that you disclose any special gain or loss</p> <p>21 to you, a principal or a family member of</p> <p>22 yours. And a special gain or loss has to do</p> <p>23 with generally financial gains. So if your</p> <p>24 boss would benefit from the development or</p> <p>10:12AM 25 suffer a loss from the development or</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>88</p> <p>1 recuse yourself.</p> <p>2 MR. PYLE: I just want to make it clear</p> <p>3 for Ms. Schultz.</p> <p>4 MS. SMITH: I appreciate it. You can ask</p> <p>5 him a question.</p> <p>6 MS. SCHULTZ: Can I approach him and talk</p> <p>7 to him confidentially?</p> <p>8 MS. SMITH: Any disclosure that he makes</p> <p>9 has to be on the record.</p> <p>10:13AM 10 MS. SCHULTZ: Mr. Pyle, does it relate to</p> <p>11 a current client of mine that's independent of</p> <p>12 Mr. Olson?</p> <p>13 MR. PYLE: Yes, they're totally separate.</p> <p>14 I think, I don't believe they have any.</p> <p>10:13AM 15 MS. SCHULTZ: But you can sit here today</p> <p>16 and put that aside and vote for this matter</p> <p>17 based on the evidence?</p> <p>18 MR. PYLE: I work for the elevator company</p> <p>19 and you represent another elevator company.</p> <p>20 MS. SCHULTZ: I know.</p> <p>21 MR. PYLE: That's it. I don't believe</p> <p>22 that there's any relevance to this case. I</p> <p>23 didn't think there was anyway.</p> <p>24 MS. SCHULTZ: I'm fine with that.</p> <p>10:14AM 25 MR. TATE: Thank you.</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

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1 Yes, ma'am.

2 MS. SMITH: If the Board is inclined to

3 vote to approve the zoning I just want to make

4 it clear that there are going to have to be

10:14AM 5 specific findings to address the criteria that

6 staff has indicated is not consistent. I

7 think that's A, B, C and E, specifically on

8 the incompatible infill, as well as the

9 finding that there is no unique circumstances

10:14AM 10 related to this specific parcel that would

11 waive the locational criteria.

12 MR. TATE: Thank you.

13 I believe there's no other questions.

14 MR. CORDES: I've got one. I'm a little

10:15AM 15 bit confused here. So we're voting on LDMU

16 and if we don't do that you're saying you

17 would like LDR. What would the procedure be,

18 we've got to vote on the LDMU first?

19 MR. TATE: Correct. What we would do is

10:15AM 20 we would ask staff to give us -- we would

21 probably take a recess for a few minutes --

22 give us Findings-of-Fact that are compatible

23 with a LDR, which Mr. Griffin has indicated he

24 somewhat has done that already, if we went

10:15AM 25 that direction.

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1 MR. CORDES: Okay. And the follow-up to

2 that, and this is kind of a comment or a

3 question of staff, if you could consider the

4 pledge of the owners to do what they're going

10:15AM 5 to do would you approve it? It sounds like

6 most of your objection is over the fact that

7 it's mixed use, they could come in and do some

8 things that would be incompatible even though

9 they're certainly not going to.

10:16AM 10 MR. TATE: It's just not a consideration

11 that can be done at this level at this

12 particular meeting and at the next level at

13 that particular meeting.

14 MS. SMITH: The concern is because even

10:16AM 15 though they may say that that's not what

16 they're going to do they could sell the

17 property to anyone and they would have those

18 rights.

19 MR. CORDES: I got that. Here's where I'm

10:16AM 20 going. If this Board were to vote LDMU, we've

21 got to have a reason, based on what you're

22 saying?

23 MS. SMITH: Correct. You have to address

24 the criterion and state how the rezoning

10:16AM 25 request meets that criterion.

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1 MR. TATE: Okay. At this point we'll go

2 ahead and close the public portion of the

3 meeting and then I would like to address some

4 comments to my fellow Board members and we'll

10:17AM 5 go from there on a vote.

6 We're dealing with a rezoning that has an

7 arbitrary line attached to another piece of

8 property that is the same. Below it we have

9 another piece of property that is more intense

10:17AM 10 of which has not been developed yet either.

11 So we already have one property that already

12 has the blessings of the County, whether by

13 right or by rezoning, mixed use or the medium

14 density properties. When I personally look at

10:17AM 15 these, I just don't struggle with the

16 compatibility of them within the Comprehensive

17 Plan.

18 Now, that doesn't mean that I have the

19 answer to all the criteria, but what we have

10:17AM 20 to do is accept staff's criteria, accept

21 staff's criteria with modifications, accept

22 the applicant's criteria or write our own

23 criteria or vote it down. So those are the

24 options that we have in front of us. And if

10:18AM 25 you need a couple of minutes, if somebody has

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1 a motion but they need to think it through,

2 that's fine as well.

3 MR. WINGATE: Mr. Chairman?

4 MR. TATE: Yes.

10:18AM 5 MR. WINGATE: I have a heartburn, which

6 makes we kind of uncomfortable with, being in

7 the real estate business, what the explosion

8 for the future that has been projected for

9 that area, and the hearsay on the projection

10:18AM 10 that has been kind of common knowledge with

11 developers running out there like flies.

12 There's about ten developers that's developing

13 the area. And we know that in Escambia County

14 the only place to grow is north and west.

10:19AM 15 And being involved with people that know

16 what's going on within the community and with

17 growth and new taxes coming to Escambia

18 County, the money is only going to probably

19 come from that way. So was just kind of what

10:19AM 20 I'm looking at, that I know several developers

21 that want to get out that way. I know if that

22 developer goes out there certain criteria is

23 going to have to be met because they've got to

24 go through DRC. And so from a knowledge point

10:19AM 25 of view that's in-depth and being exposed to

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1 this kind of information sometimes it kind of
2 makes it tough.
3 MR. TATE: Do you have a question or a
4 comment or is it just a statement in general
10:19AM 5 to the Board? I understand what you're
6 saying, but, I mean, we've got to go through
7 each one of us if we have any comments as a
8 Board right now. We're in our own
9 deliberations.
10:20AM 10 MR. WINGATE: I think within the criteria
11 I think the criteria is knowing the explosion
12 of the future of tg95.
13 Hat particular area it kind of --
14 MR. TATE: The changing conditions.
10:20AM 15 MR. WINGATE: You've got basic change of
16 conditions that's no control of this Board,
17 but it's happening automatically because of
18 change of time of development, people wanting
19 to come to Escambia County.
10:20AM 20 MR. TATE: Mr. Wingate, for what you've
21 said and for all of us as we consider the
22 definition that I read to the public for
23 changed conditions, okay, the area to which
24 the proposed rezoning would apply has changed
10:20AM 25 or is changing to such a degree that it's in

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1 the public interest to encourage new uses,
2 density or intensity in the area through
3 rezoning.
4 I mean you're saying that's where growth
10:21AM 5 is going and there's got to be something done
6 to encourage it?
7 MR. WINGATE: To meet the trend and what's
8 going to happen there.
9 MR. TATE: So our definition of changed
10:21AM 10 conditions that we're given to work with is
11 the area to which the proposed rezoning has
12 changed, is changing, correct, and to such a
13 degree it's in the public interest to
14 encourage new uses, density or intensity.
10:21AM 15 MR. WINGATE: Right.
16 MS. SMITH: Mr. Tate, I believe that's one
17 that staff and Ms. Schultz were in agreement
18 on.
19 MR. TATE: Right. I understand that. I'm
10:21AM 20 just making sure everybody understands that
21 that's what we're dealing with here. There's
22 no doubt -- everybody is in agreement that the
23 changing conditions there are more residential
24 uses moving forward in the future.
10:21AM 25 MS. ORAM: Wouldn't that spill over to

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1 development patterns?
2 MR. TATE: I believe it does.
3 MS. ORAM: So it's in tune or consistent
4 with the change, upcoming change.
10:22AM 5 MR. PYLE: I find such a conflict with the
6 fact that -- I think everyone can state that
7 as a fact. There's obviously a need. And the
8 reality is the County has a LDMU piece of
9 property that's adjacent. Denying this
10:22AM 10 only -- I would imagine, therefore, alters in
11 a positive direction the value of that
12 property. I have a really hard time
13 separating those two issues.
14 But what I would like to know is the
10:22AM 15 difference for applicant, what is time frame?
16 Obviously we haven't addressed that. We
17 talked about procedural. The only thing that
18 we can address is what's before us. And,
19 staff, what happens with the turnaround if we
20 deny and they have to go to the LDR?
10:22AM 21 MR. TATE: If they go to the LDR and we
22 approve it, it still has to go before the
23 Board of County Commission. We will then have
24 the opportunity to see them for a third time
10:23AM 25 on the same subject as they go through a PUD

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1 process, which this Board has not heard a PUD
2 in at least five to seven years. It's a
3 unique process. It's a great process for
4 development under certain conditions, but it's
10:23AM 5 annual application process for them, it's
6 another period of time. The PUD has to go
7 through us and then has to go to the Board of
8 County Commissioners, so it's a whole other
9 process of the same steps but with just more
10:23AM 10 information. We would actually hear at the
11 PUD, this is where they would agree to
12 conditions. We wouldn't do this, we would do
13 this.
14 At the same time the County would agree to
10:23AM 15 certain conditions that we will let them do
16 this even though that is less than the
17 standard of that zoning district or whatever,
18 so there's a reciprocal relationship when we
19 get into that PUD process. They get to do
10:24AM 20 some things that they would like to do, the
21 County gives up things, the County actually
22 imposes some things, as well. So it's an
23 interesting process. Whether or not it's
24 necessary here, I don't know.
10:24AM 25 At this point I would ask if there's any

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1 Board member here that would further a motion
2 one direction or another and then we can move
3 ahead.
4 (Motion by Mr. Cordes.)
10:24AM **5** MR. CORDES: Mr. Chairman, I recommend
6 that we approve the LDMU as presented by the
7 client.
8 MR. TATE: Accepting the client's
9 Findings-of-Fact and meeting all criteria?
10:24AM **10** MR. CORDES: I may need some help
11 responding to it, but I believe they have met
12 it.
13 MR. TATE: Okay.
14 MR. PYLE: Question. And then, therefore,
10:24AM **15** if that were the proposal that went before the
16 Board of County Commissioners and they would
17 deem whether the applicant has met them?
18 MR. TATE: Correct. And if they did not,
19 the Board, do they have the authority at this
10:25AM **20** point to rezone to a lower density or does it
21 have to come back to us? I know that's been
22 up in the air. They can't go higher, but they
23 can rezone it to that lower.
24 MS. SMITH: Go lower.
10:25AM **25** MR. TATE: Without --

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1 MR. LEMOS: Without coming back to you.
2 MR. TATE: Without coming back to us. So
3 the Board could take direction to rezone it to
4 the lower density and then they would be in
10:25AM **5** that PUD process still.
6 MR. LOWERY: I second the motion. I think
7 that the proposed change to the Future Land
8 Use that's already been approved by this Board
9 makes it compatible or consistent with the
10:25AM **10** Comprehensive Plan.
11 I think the rezoning would be consistent
12 with the Land Development Code given the
13 adjoining properties that have either the same
14 as or a higher density.
10:25AM **15** And the changed conditions as we've
16 already discussed changed the development
17 patterns.
18 MR. TATE: Let me ask you this. Rather
19 than a second, would you accept those as where
10:26AM **20** you said you need some --
21 MR. CORDES: Yes.
22 MR. TATE: So we'll take that as our
23 motion.
24 MR. LOWERY: That's our motion. I move to
10:26AM **25** approve.

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1 MR. TATE: And then a second, if there's a
2 second.
3 MR. WINGATE: Second. We have a motion
4 and a second. Do we have any questions.
10:26AM **5** MR. PYLE: Counselor.
6 MS. SMITH: I just wanted to clarify with
7 Mr. Lowery. You mentioned your criteria. You
8 talk about changed conditions and changed
9 conditions was not one that we needed.
10:26AM **10** MR. LOWERY: I understand.
11 MS. SMITH: I think that there needs to be
12 some comments related to the development
13 pattern, which was Criterion E, that has not
14 been addressed.
10:26AM **15** MR. LOWERY: That's what I was saying,
16 that the changed conditions in the area, in
17 that neighborhood, has changed the development
18 for the need for development patterns.
19 MS. SMITH: Thank you for clarifying.
10:27AM **20** MR. TATE: A motion and a second. All
21 those in favor show by raising your right
22 hand.
23 (Board members vote.)
24 MR. TATE: The motion passes six/0.
25 (The motion passed unanimously.)

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1 MR. TATE: Thank you for your time. Maybe
2 we'll see you again.
3 MR. LEMOS: Before we get too far away,
4 let me emphasize, we are still in that waiting
10:27AM **5** period for --
6 MR. TATE: That's correct.
7 MR. LEMOS: It's got to be contingent upon
8 approval of the Future Land Use change map
9 approval.
10:27AM **10** MR. TATE: Correct. And I believe
11 Mr. Lowery mentioned that in his motion.
12 MR. LOWERY: Yes.
13 MR. TATE: We're going to go ahead and
14 take a -- let's come back at 10:35.
10:27AM **15** (The quasi-judicial rezoning hearings
16 concluded at 10:30.)
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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 accommodate 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

Attachments

Z-2015-12

BALDWIN COUNTY

INTERSTATE 10



BEULAH RD

DURDEN DR

WONDERLAKE RD

SPICEWOOD RD

FRANK REEDER RD

HIL REE LN

ALOHA LN

PILCHER RD

WINDY HILL RD

BOO LN

SUWANEE RD

MAGNOLIA SPRINGS RD

TOWER

RIDGE RD

BRIDLEWOOD RD

DARLENE CIR

W NINE MILE RD

ARCH AVE

MOBILE HWY

WESTERN WAY DR

SILCOX LN

MOBILE HWY

BELLE PINES LN

REBEL RD

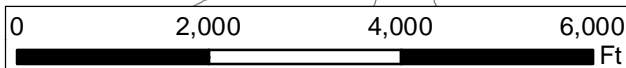
DR CHES

BEULAH CHURCH RD

REBEL ACRES LN

Z-2015-12

LOCATION MAP

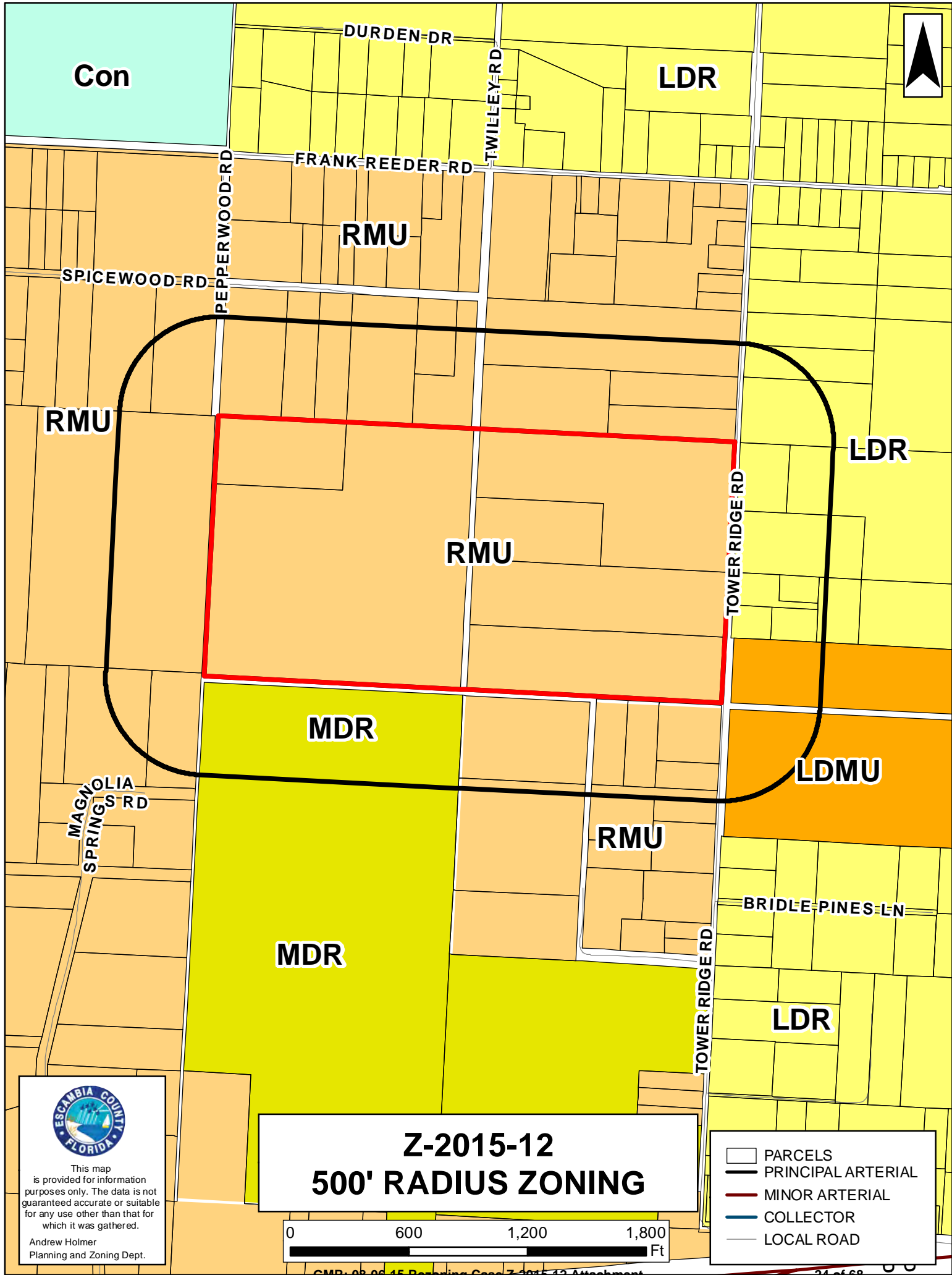


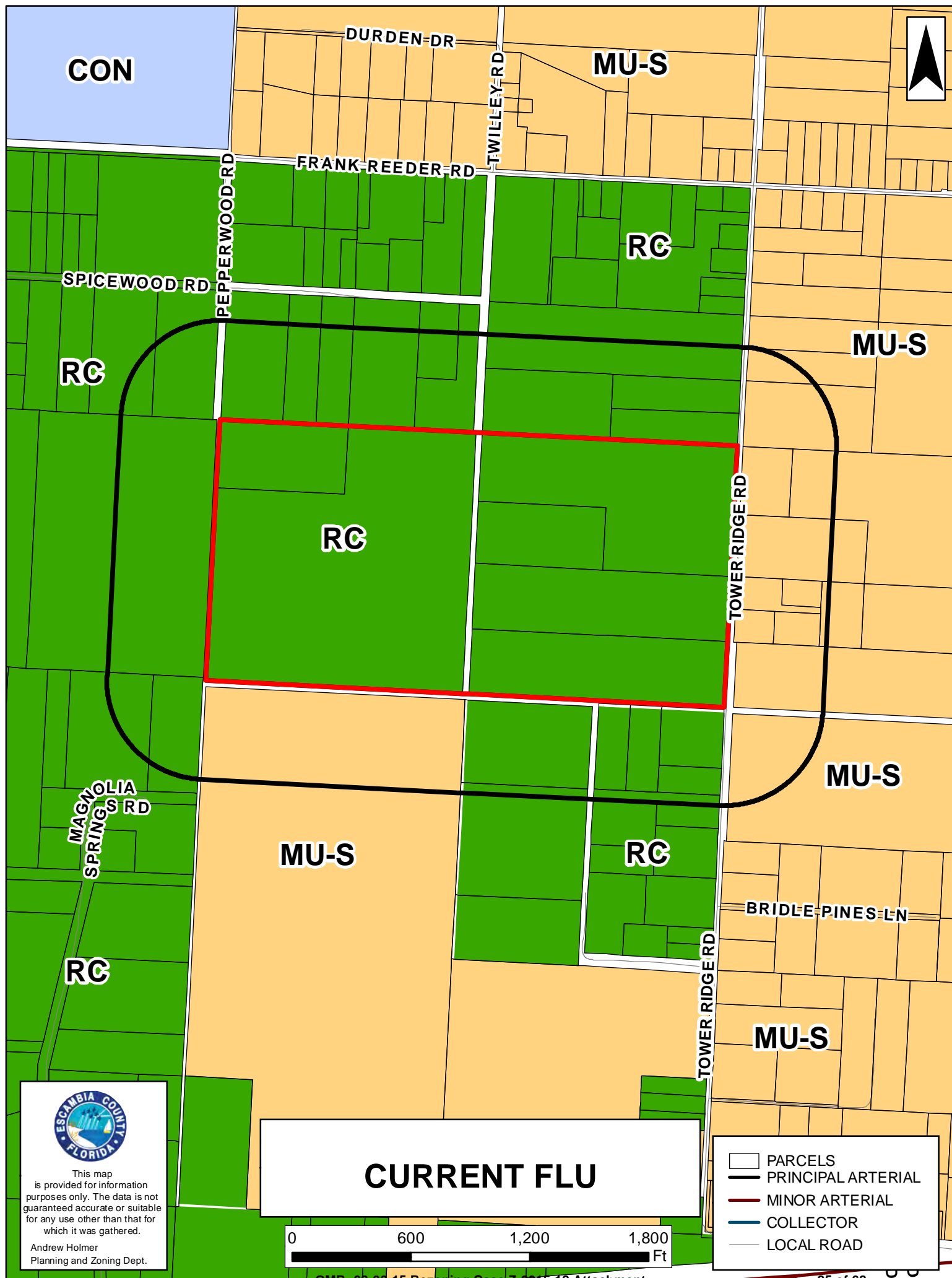
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

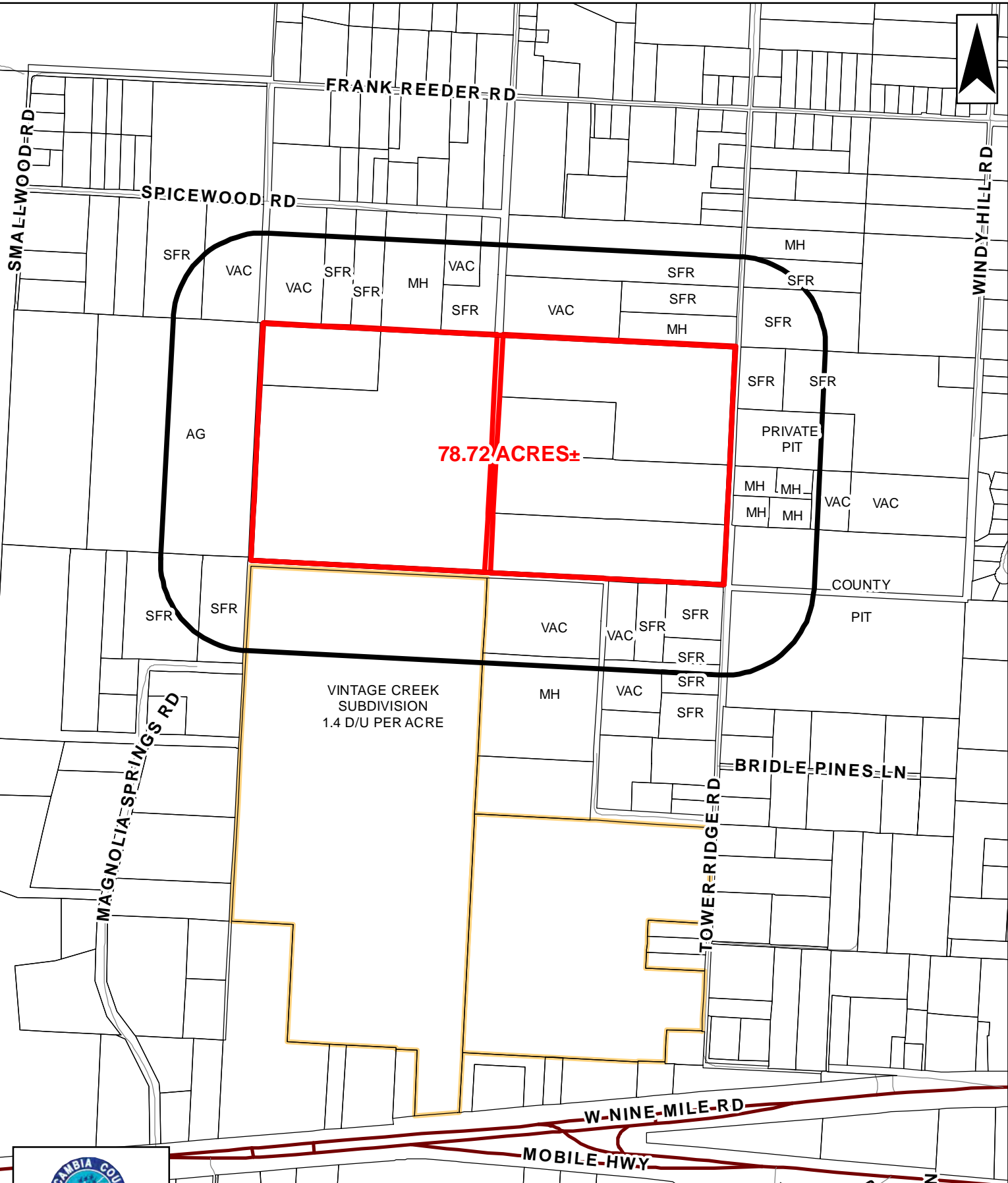


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.







78.72 ACRES±

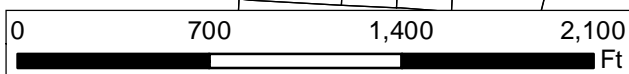
VINTAGE CREEK
SUBDIVISION
1.4 D/U PER ACRE



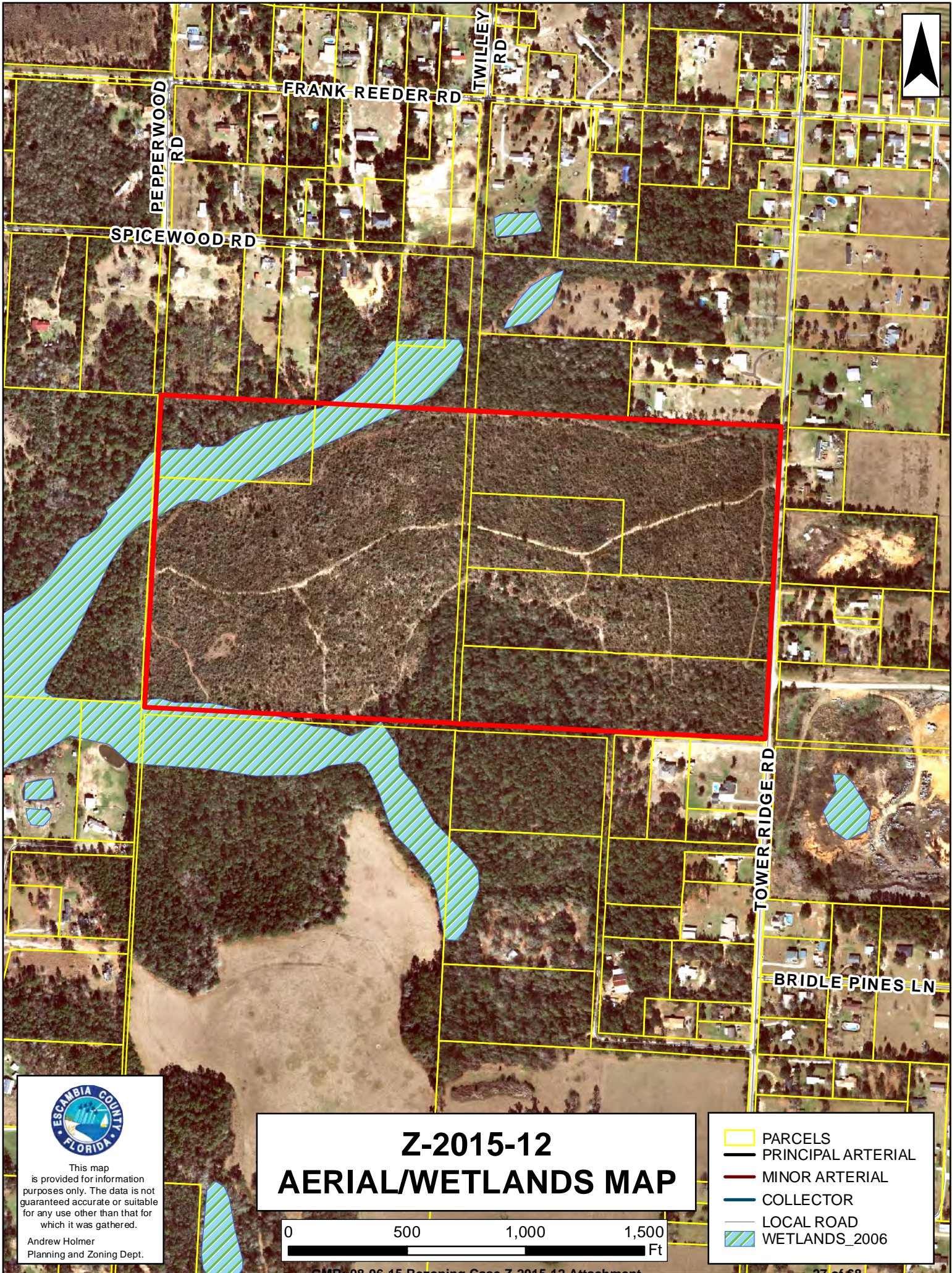
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2015-12 EXISTING LAND USE



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2015-12 AERIAL/WETLANDS MAP

0 500 1,000 1,500
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS_2006



Public Hearing Sign



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



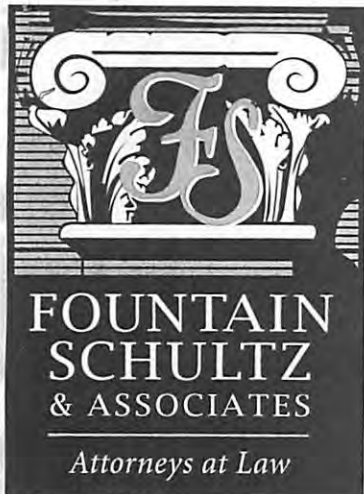
Northward along Tower Ridge Rd. near NE corner of subject property



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



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



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
Signature of Owner/Agent

JAN B. Busbee
Printed Name Owner/Agent

2/20/15
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



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

0011S32-1000-110-003;

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

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:

- The necessary facilities or services are in place at the time a development permit is issued.
- A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 20TH DAY OF FEBRUARY, YEAR OF 2015


Signature of Property Owner

JAN B. Bushee
Printed Name of Property Owner

2/20/15
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 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
I hereby designate Kerry Anne Schultz of Fountain, Schultz & Associates, P.L. for the sole purpose -003
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
Signature of Property Owner

JAN B BUSBEE
Printed Name of Property Owner

2/20/15
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
Signature of Notary

Sharon D. Yates
Printed Name of Notary

(Notary Seal)





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 <hr/> Total: \$765 <u>Non-Homestead Cap:</u> \$765 <hr/> <p align="center">Disclaimer</p> <hr/> <p align="center">Amendment 1/Portability Calculations</p>																								
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/2001</td> <td>4726</td> <td>89</td> <td>\$211,300</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1973</td> <td>698</td> <td>801</td> <td>\$10,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1973</td> <td>698</td> <td>650</td> <td>\$35,500</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	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	2014 Certified Roll Exemptions None <hr/> Legal Description LTS 7 & 10 BLK 3 S/D PLAT DB 1 02 P 600 OR 4726 P 89 <hr/> Extra Features None
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																					

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](#)



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: 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 <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/2001</td> <td>4726</td> <td>96</td> <td>\$290,300</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/2001	4726	96	\$290,300	WD	View Instr	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
Sale Date	Book	Page	Value	Type	Official Records (New Window)									
06/2001	4726	96	\$290,300	WD	View Instr									

Parcel Information

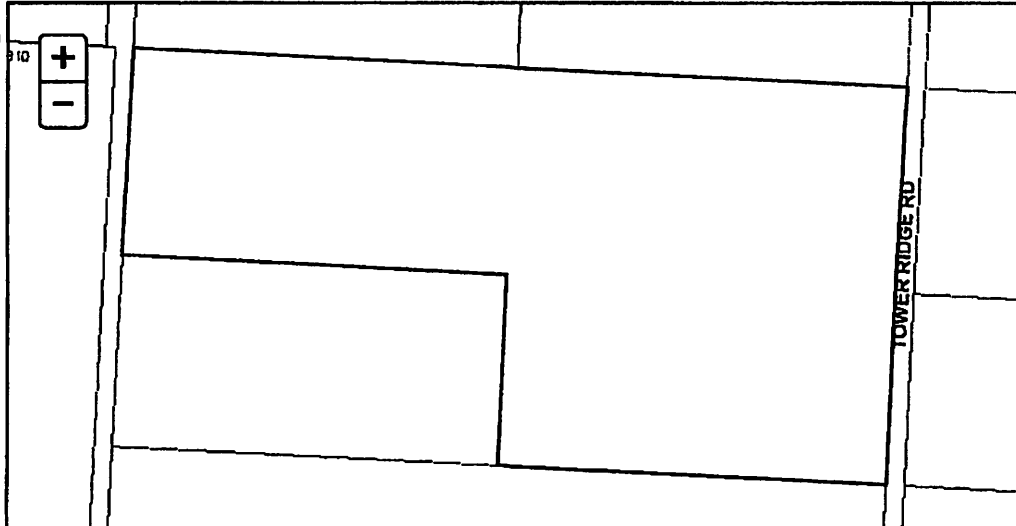
[Launch Interactive Map](#)

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](#)



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
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/2001</td> <td>4726</td> <td>93</td> <td>\$609,500</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1972</td> <td>665</td> <td>513</td> <td>\$2,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1972</td> <td>598</td> <td>268</td> <td>\$1,800</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1971</td> <td>566</td> <td>536</td> <td>\$1,030</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	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	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
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
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01/1971	566	536	\$1,030	TD	View Instr																										

Parcel Information [Launch Interactive Map](#)

Section Map
Id:

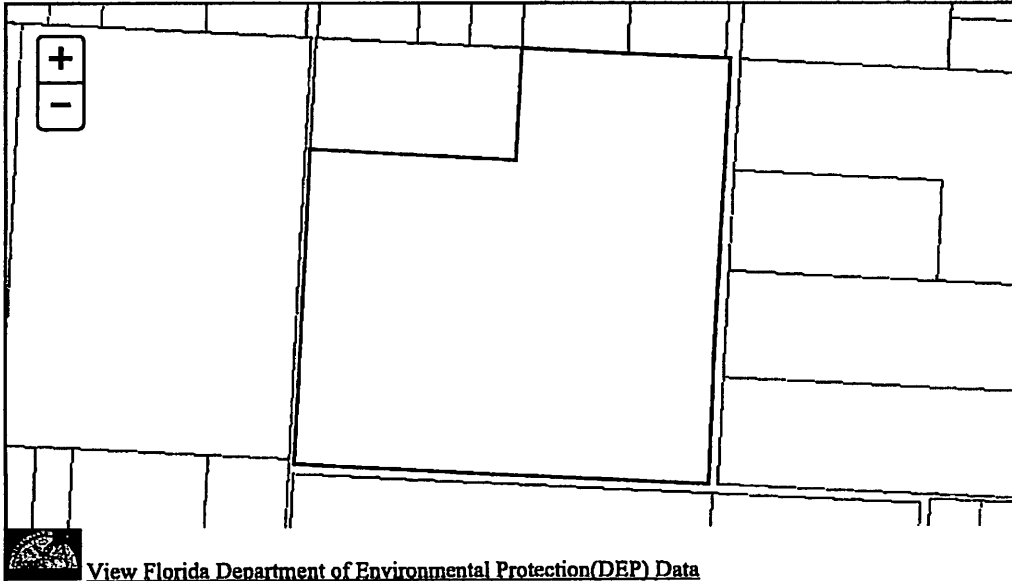
01-1S-32

Approx.
Acres:

34.1500

Zoned:

AG


Evacuation & Flood Information
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[View Florida Department of Environmental Protection \(DEP\) Data](#)



Chris Jones

Escambia County Property Appraiser

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[Sale List](#)
[Amendment 1/Portability Calculations](#)
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[←](#) [Navigate Mode](#) [Account](#) [Reference](#) [→](#)
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<div>General Information</div> <div>Reference: 011S321000110003</div> <div>Account: 102385000</div> <div>Owners: BUSBEE LIMITED PARTNERSHIP</div> <div>Mail: PO BOX 158 GULF BREEZE, FL 32561</div> <div>Situs: OFF TOWER RIDGE RD 32526</div> <div>Use Code: GRAZING LAND II </div> <div>Taxing Authority: COUNTY MSTU</div> <div>Tax Inquiry: Open Tax Inquiry Window</div> <div>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</div>	<div>2014 Certified Roll Assessment</div> <div>Improvements: \$0</div> <div>Land: \$474</div> <div>Total: \$474</div> <div><u>Non-Homestead Cap:</u> \$474</div> <div>Disclaimer</div> <div><u>Amendment 1/Portability Calculations</u></div>																								
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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																				
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Parcel Information

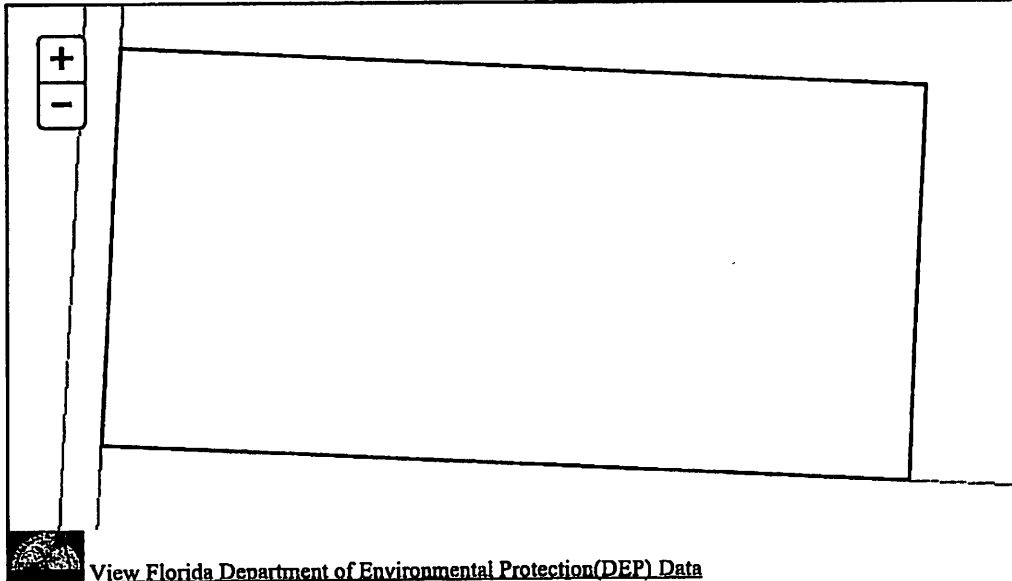
[Launch Interactive Map](#)

Section Map

Id:
 01-1S-32

Approx. Acreage:
 4.6700

Zoned:
 AG

Evacuation & Flood Information
[Open Report](#)


1479.10
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 NREHA, 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.


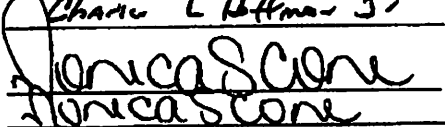
The above referenced property is not and never has been the Grantor's homestead property.

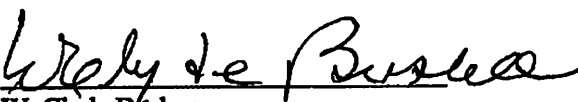
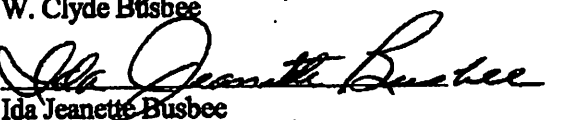
Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest 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


W. Clyde Busbee

Ida Jeanette Busbee

STATE OF FLORIDA

OR BK 4726 PG0090
Escambia County, Florida
INSTRUMENT 2001-854980

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by W. Clyde Busbee and Ida Jeanette Busbee, (X) who are personally known to me or () who have produced _____ as identification.



NOTARY PUBLIC - STATE OF FLORIDA

Name:

My Commission Expires: 2/28/05

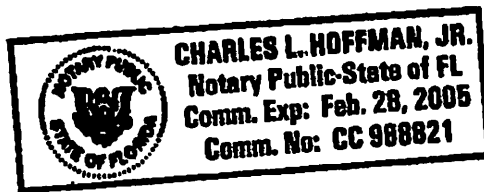


EXHIBIT "A"

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

OR BK 4726 PG0092
Escambia County, Florida
INSTRUMENT 2001-854980

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.

Jan Jacob Reed
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

Alicia Gerrety
Signature of Notary
(notary seal must be affixed)

Alicia Gerrety
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: _____

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

Fees Paid: \$ _____ Receipt #: _____ Permit #: _____

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

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:

- The necessary facilities or services are in place at the time a development permit is issued.
- A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 23 DAY OF February, YEAR OF 2015


Signature of Property Owner

Jan Jacob Reed
Printed Name of Property Owner

2-23-15
Date

Signature of Property Owner

Printed Name of Property Owner

Date



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

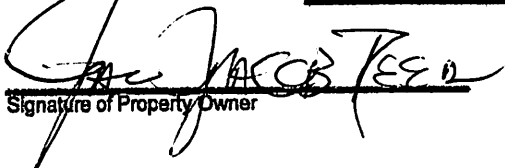
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I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

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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.
- 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 23rd DAY OF Feb, YEAR OF 2015


Signature of Property Owner

Ian Jacob Reev
Printed Name of Property Owner

2-23-15
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 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

[Signature]
Signature of Property Owner

Jan Jacob Reed
Printed Name of Property Owner

2-23-15
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia

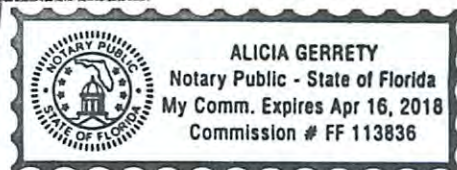
The foregoing instrument was acknowledged before me this 23rd day of February 20 15
by Jan Jacob Reed

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL Drivers License

[Signature]
Signature of Notary

Alicia Gerrety
Printed Name of Notary

(Notary Seal)





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
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>08/2006</td> <td>5964</td> <td>1358</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>06/2006</td> <td>5932</td> <td>308</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	08/2006	5964	1358	\$100	WD	View Instr	06/2006	5932	308	\$100	CJ	View Instr	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
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														

Parcel Information Section Map Id: 01-1S-32 Approx. Acreage: 9.8000 Zoned: AG Evacuation & Flood Information Open Report		Launch Interactive Map
--	--	--

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



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

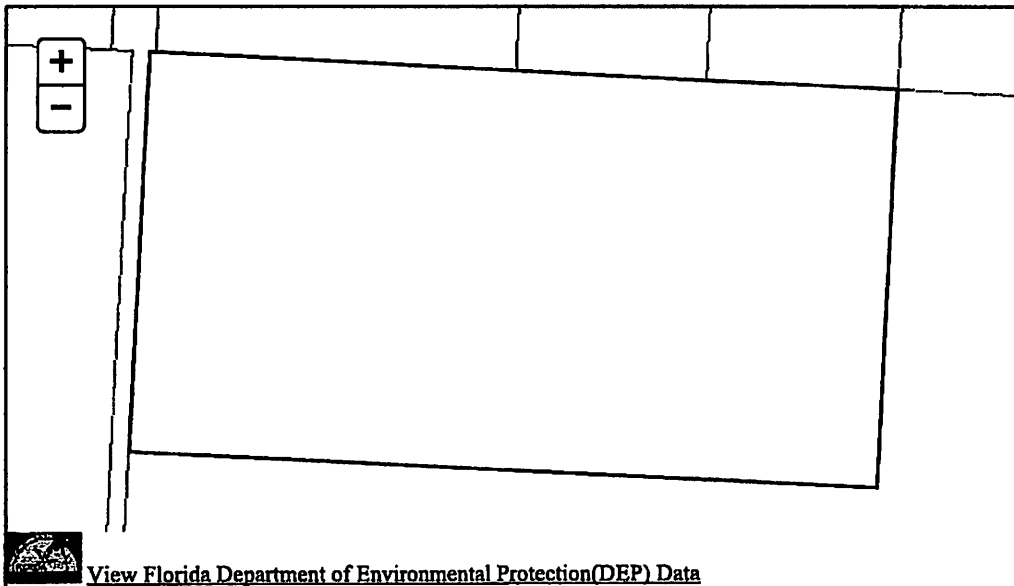
[Launch Interactive Map](#)

Section Map Id:
 01-15-32

Approx. Acreage:
 5.1300

Zoned:
 AG

Evacuation & Flood Information
[Open Report](#)



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

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

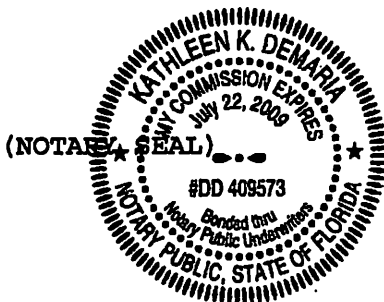
The foregoing instrument was acknowledged before me this 3rd
day of August, 2006, by Murphy Jacob,

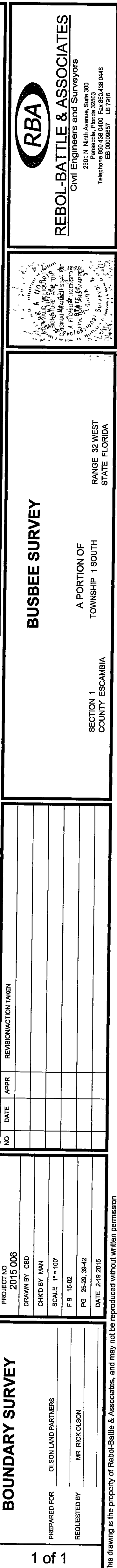
(X) to me personally known
() identified by driver's license
() identified by _____

Kathleen K. DeMaria
Notary Public

Kathleen K. DeMaria
Printed Name

My Commission Expires:







**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

☒ In Favor ☐ Against

*Name: Kerry Anne Schultz

*Address: 3869 Paradise Bay Dr *City, State, Zip: Gulf Breeze, FL

Email Address: KASchultz@fontana-law.com Phone: 850-939-3535

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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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.



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ESCAMBIA COUNTY, FLORIDA

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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

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against _____

*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.
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ESCAMBIA COUNTY, FLORIDA

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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 X Against _____

*Name: EDWARD G. MORGAN

*Address: 9755 TOWER RIDGE RD. *City, State, Zip: PENSACOLA, FL 32526

Email Address: enmorgan@bellsouth.net Phone: 850 944 2066

Please indicate if you:

- ☐ would like to be notified of any further action related to the public hearing item.
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ESCAMBIA COUNTY, FLORIDA

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(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

Regular Planning Board Meeting

Rezoning Case #: 2-2015-12

OR

Agenda Item Number/Description:

 In Favor Against

*Name: Paul Battle / ~~Paul Battle~~

*Address: 2301 N. 9th Ave, Suite 300 *City, State, Zip: Pensacola, FL 32503

Email Address: paulbattle-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.

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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: Jason Rebol

*Address: 2301 N. 9th Ave, Suite 300 *City, State, Zip: Pensacola FL

Email Address: Jason.R@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.

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Did not speak

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: June 2, 2015

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2015-12

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

☒ In Favor ☐ Against

*Name: Rick Olson Olson Land Partners

*Address: 4148 Luther 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.

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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8560

Growth Management Report 9. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/06/2015

Issue: 5:47 p.m. - Amendment to the Official Zoning Map

From: Horace Jones, Department Director

Organization: Development Services

RECOMMENDATION:

5:47 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 case 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 case Z-2015-12 was 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 case.

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-2015-12
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:	MU-S, Mixed-Use Suburban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (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:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8561

Growth Management Report 9. 1.

BCC Regular Meeting

Consent

Meeting Date: 08/06/2015

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. August 20, 2015

1. 5:45 p.m. - A Public Hearing - Minimum Lot Size Ordinance (2nd of 2 Public Hearings)
2. 5:46 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - McDirt Borrow Pit
3. 5:47 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - KTTTC Investments Borrow Pit
4. 5:48 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility - Evergreen Pit

B. September 3, 2015

1. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case heard by the Planning Board on August 4, 2015:

Case No.:	Z-2015-14
Address:	3425 West Fairfield Drive
Property Reference No.:	16-2S-30-1001-020-004
Property Size:	0.48 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	3

Requested by: Downtown Investment Properties, LLC

2. 5:46 p.m. - A Public Hearing - Zoning Requirements Ordinance

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8585

County Administrator's Report 9. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/06/2015

Issue: Schedule a Public Hearing Regarding the Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation

From: Derek Whidden, Grants Coordinator

Organization: Escambia County Sheriff's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing Regarding the Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation - Derek Whidden, Grants Coordinator, Escambia County Sheriff's Office

That the Board authorize the scheduling of a Public Hearing for August 20, 2015, at 5:31 p.m., for the purpose of receiving public comments concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2015 Local Solicitation Project funding.

BACKGROUND:

The Department of Justice requires applicants allow for public comment prior to the award of any funding under this program on its intended uses to the extent applicable law or established procedures make such opportunity available.

BUDGETARY IMPACT:

There are no matching funds required by this grant application.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County Sheriff's Office will coordinate all necessary activities including programmatic and and act as the fiscal agent for this grant.

Attachments

FY 2015 JAG Application



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP) [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2015 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/15jagallocations.html. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

For additional eligibility information, see section [C. Eligibility Information](#).

Deadline

Applicants must register in [OJP's Grants Management System](#) (GMS) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8:00 p.m. eastern time on June 26, 2015.

For additional information, see "[How to Apply](#)" in Section [D. Application and Submission Information](#).

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov. The [GMS](#) Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified

below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under “Experiencing Unforeseen GMS Technical Issues” in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email responsecenter@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact your [State Policy Advisor](#).

Release date: May 12, 2015

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation (CFDA #16.738)

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Program-Specific Information

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

***Please note that JAG funding may be utilized in support of:**

- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the [FBI's UCR Redevelopment Project \(UCRRP\)](#).
- Developing or sustaining state compatible incident based reporting systems.

Goals, Objectives, and Deliverables

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and semi-annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Crime Policy](#) at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's [What Works in Reentry Clearinghouse](#). BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense and Smart Prosecution. BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

JAG Priority Areas

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will focus nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

Reducing Gun Violence

Gun violence has touched nearly every state, county, city, town, and tribal government in America. In an effort to address this continuing need BJA encourages states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the Federal Bureau of Investigation's (FBI) [National Instant Criminal Background Check System \(NICS\)](#) and provide active shooter response training to law enforcement officers and first responders.

While our nation has made great strides in reducing violent crime over the last decade, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the [Violence Reduction Network](#). By the end of FY 2015, 10 VRN sites, working with a broad network of federal, state, and local partners will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in those communities. SAAs and localities with VRN sites are strongly

encouraged to join the VRN and help address funding gaps in violence reduction efforts in those communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Over the past several years, law enforcement agencies across the country have begun equipping their officers with body-worn cameras (BWCs). The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report [Police Officer Body-Worn Cameras: Assessing the Evidence](#), and the COPS Office and Police Executive Research Forum paper, [Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned](#).

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than \$10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs.

Agencies using JAG funds to purchase BWC equipment or to implement or enhance BWC programs should, as a best practice, have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. Officers, prosecutors, defenders, victims and privacy advocates, and community groups should be consulted early in the BWC policy development process to guide and inform policy and procurement decisions. BJA plans to release a BWC Toolkit and web site in spring 2015 that will share model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Recidivism Reduction, Pretrial Reform, and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision of non-violent offenders coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pretrial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts.

Another promising approach to justice systems reform is the [Justice Reinvestment Initiative](#) (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 17 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvesting in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's [Justice Reinvestment Initiative State Assessment Report](#).)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community, as

indigent defense reform continues to be a concern that needs to be addressed across the nation. In 2002, the American Bar Association (ABA) published [Ten Principles of a Public Defense Delivery System](#) which represent fundamental building blocks for implementing quality legal representation for indigent defendants.

Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See [Adults with Behavioral Health Needs under Correctional Supervision](#).) BJA provides technical assistance to states with increasing access to health care benefits. Information can be found at: www.bjatrain.org.

B. Federal Award Information

BJA estimates that it will make up to 1,100 Local and 56 State/Territory awards totaling an estimated \$255.7 million.

Awards of at least \$25,000 are 4 years in length, and award periods will be from October 1, 2014 through September 30, 2018. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and award periods will be from October 1, 2014 through September 30, 2016. Extensions of up to 2 years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Type of Award¹

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

¹ See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements (a type of grant)).

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Financial Management and System of Internal Controls

If selected for funding, the award recipient must:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

(c) Evaluate and monitor the non-federal entity's compliance with statute, regulations and the terms and conditions of federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

Budget Information

Administrative Funds – A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

Disparate Certification – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Supplanting – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Trust Fund – Units of Local government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

Prohibited and Controlled Uses – JAG funds may only be expended within the JAG purpose areas. Within these purpose areas JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. In addition, JAG funds may not be used directly or indirectly to purchase items listed at: www.bja.gov/Funding/JAGControlledPurchaseList.pdf.

This JAG controlled purchase list represents a combination of BJA controlled items and those controlled under the Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition” that was signed on January 16, 2015. Pursuant to Executive Order 13688 (Federal Support for Local Law Enforcement Equipment Acquisition), a federal inter-agency working group has been charged with, among other things, ‘developing a consistent Government-wide list of controlled equipment allowable for acquisition by LEAs, as well as a list of those items that can only be transferred with special authorization and use limitations.’ The working group’s recommendations, which are due to be delivered to the President in mid-May, may alter the BJA controlled items list. Grantees are reminded that they must follow the most current version of the controlled items list in order to purchase the equipment.

No items on this list can be purchased without first submitting a detailed justification that supports the need for this equipment. Applicants must show both extraordinary and exigent circumstances that require the purchase of such equipment. Upon approval from the BJA Director, this equipment may be purchased with JAG funds. Grantees are **strongly encouraged** to submit this justification at the time of application. In particular, any justification that cannot show the exigent nature of the purchase and why it could not be submitted at time of application will not be approved.

Please note that the Controlled Equipment List also includes items that are strictly prohibited under JAG.

Additional information on JAG controlled and prohibited items, along with the process for requesting a waiver to obtain BJA certification for any controlled item, can be found within the JAG FAQs: www.bja.gov/Funding/JAGFAQ.pdf.

Cost Sharing or Match Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost Approvals

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the [Financial Guide](#), for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully – before submitting an application – the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative

agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in the [OJP Funding Resource Center](#).

Other JAG Requirements

Body Armor Certification

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.
- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).
- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2015 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1-877-758-3787.

A copy of the certification related to the mandatory wear can be found at:
www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications

Grantees (including subgrantees) that are using FY 2015 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:

- Compliance with [the FY 2015 SAFECOM Guidance on Emergency Communications Grants](#) (including provisions on technical standards that ensure and enhance interoperable communications).
- Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.
- Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.
- All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

JAG Showcase

The [JAG Showcase](#) was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new [BJA Success Story web page](#). This web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. If you have a JAG Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [Register](#). Once you register, one of the available areas on your *My BJA* page will be "*My Success Stories*." Within this box, you will see an option to add a *Success Story*.

Once reviewed and approved by BJA, all success stories will appear on the [BJA Success Story web page](#).

C. Eligibility Information

For eligibility information, please see the Title Page.

Cost Sharing or Match Requirement

For additional information on cost sharing or match requirement, see Section [B. Federal Award Information](#).

Limit on Number of Application Submissions

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see [How to Apply](#).

D. Application and Submission Information

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the "Note on File Names and File Types" under [How to Apply](#) to be sure applications are submitted in permitted formats.

Refer to the BJA Grant Writing and Management Academy and OJP's Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Resumes”) for all attachments. Also, OJP recommends that applicants include resumes in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

Intergovernmental Review: This funding opportunity is subject to [Executive Order 12372](#). Applicants may find the names and addresses of their state’s Single Point of Contact (SPOC) at the following web site: www.whitehouse.gov/omb/grants_spoc/. Applicants whose state appears on the SPOC list must contact their state’s SPOC to find out about, and comply with, the state’s process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state’s E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be—

- Written for a general public audience and submitted as a separate attachment with “Project Abstract” as part of its file name.
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, and a description of the project strategy, any significant partnerships and anticipated outcomes.
- Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

A plan for collecting the data required for this solicitation's performance measures should also be included. To assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.**

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the [OJP Funding Resource Center](http://www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm) Web page (www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that Web page.

4. Budget Detail Worksheet and Budget Narrative

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

For questions pertaining to budget and examples of allowable and unallowable costs, see the Financial Guide at www.ojp.gov/financialguide/index.htm.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project

activities). This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas.

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [Financial Guide](#).

d. Pre-Agreement Costs

For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under Section [B. Federal Award Information](#)

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs are allowed only if the applicant has a current federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the “Glossary of Terms” in the [Financial Guide](#). For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action

without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, *BJA* will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status

Any applicants currently designated as high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of**

notification); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to State agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same

project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.”).

d. Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

- a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and sub-recipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or sub-recipients responsible for the research and evaluation or on the part of the applicant organization;

OR

- b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or sub-recipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

- a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative

explanation of how and why it reached that conclusion. Applicants **MUST** also include an explanation of the specific processes and procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

- b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

9. Financial Management and System of Internal Controls Questionnaire

In accordance with [2 CFR 200.205](#), Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, **all** applicants (other than an individual) are to download, complete, and submit this [form](#).

10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities ([SF-LLL](#)).

How to Apply

Applicants must submit applications through the [Grants Management System \(GMS\)](#), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday – Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

OJP may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

1. Acquire a Data Universal Numbering System (DUNS) number. In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. Acquire registration with the System for Award Management (SAM). SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at www.sam.gov.

3. Acquire a GMS username and password. New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](http://www.gms.gov) home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt.

4. Verify the SAM (formerly CCR) registration in GMS. OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

5. Search for the funding opportunity on GMS. After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and the **FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**.

6. Register by selecting the “Apply Online” button associated with the funding opportunity title. The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.

7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under [How to Apply](#).

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the [GMS Help Desk](#) or the [SAM Help Desk](#) to report the technical issue and receive a tracking number. Then the applicant must e-mail the BJA contact identified in the Contact Information section of this solicitation **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant’s request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time
- Failure to follow GMS instructions on how to register and apply as posted on the GMS web site
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant’s computer or information technology environment, including firewalls

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at

www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm.

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

OJP award notification will be sent from GMS. Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its [Solicitation Requirements](#) page of the [OJP Funding Resource Center](#) webpages.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of the [OJP Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- [Standard Assurances](#)

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements² with which recipients of federal funding must comply; uniform administrative requirements, cost principles,

² See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 (FFATA)).

and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones, or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's [Mandatory Award Terms and Conditions](#) page of the [OJP Funding Resource Center](#).

General Information about Post-Federal Award Reporting Requirements

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with 2 CFR Part 200, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

G. Federal Awarding Agency Contact(s)

For additional Federal Awarding Agency Contact(s), see Title Page.

For additional contact information for GMS, see the Title page.

H. Other Information

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to ojppeerreview@lmbps.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 21)
- _____ Acquire or renew registration with SAM (see page 21)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 21)
- _____ For existing users, check GMS username and password* to ensure account access (see page 21)
- _____ Verify SAM registration in GMS (see page 21)
- _____ Search for correct funding opportunity in GMS (see page 21)
- _____ Select correct funding opportunity in GMS (see page 21)
- _____ Register by selecting the “Apply Online” button associated with the funding opportunity title (see page 21)
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 22)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review [Solicitation Requirements](#) webpage in the OJP Funding Resource Center.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2015 JAG Allocations List as listed on BJA's [JAG web page](#)

Eligibility Requirement:

- _____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA's [JAG web page](#)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 14)
- _____ Project Abstract (see page 14)
- _____ Program Narrative (see page 14)
- _____ Budget Detail Worksheet (see page 15)
- _____ Budget Narrative (see page 15)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting

available at

www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm

(see page 10)

- _____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 16)
- _____ Tribal Authorizing Resolution (if applicable) (see page 16)
- _____ Applicant Disclosure of High Risk Status (see page 16)
- _____ Additional Attachments
 - _____ Review Narrative (see page 17)
 - _____ Applicant Disclosure of Pending Applications (see page 18)
 - _____ Research and Evaluation Independence and Integrity (see page 19)
- _____ Financial Management and System of Internal Controls Questionnaire (if applicable) (see page 20)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8573

County Administrator's Report 9. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/06/2015

Issue: Request for Disposition of Property - Department of Natural Resources Management, Extension Services Division

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Department of Natural Resources Management, Extension Services Division - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board approve the Request for Disposition of Property Form for the Department of Natural Resources, Extension Services Division, for property described and listed on the Disposition Form. The listed item (PN 41018) has been found to be of no further usefulness to the County, thus, it is requested that it be auctioned as surplus or disposed of properly.

BACKGROUND:

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

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal review or sign-off is not required for this recommendation.

PERSONNEL:

There is no personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

In compliance with FS 274.07 and BCC Policy B-1, 2, Section II, procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Extension will coordinate proper disposal of the equipment after Board approval.

Attachments

EXT-PN41018-DispProperty

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Natural Resources Management / Extension COST CENTER NO: 221201

Susan Hendrix DATE: 7/16/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan Hendrix Phone No: 850-475-5230

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
y	41018	HP Printer	JPFK014654	HP Laserjet 4+	2009	poor

Disposal Comments: Machine is Obsolete.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 07-17-2015

FROM: Escambia County Department Director (Signature):

Director (Print Name): Keith T. Wilkins, Natural Resources Management

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-8620

County Administrator's Report 9.3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/06/2015

Issue: Antenna Mounting Space License Agreement between Escambia County the School Board of Escambia County, Florida

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Antenna Mounting Space License Agreement between Escambia County and the School Board of Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Antenna Mounting Space License Agreement between Escambia County and the School Board of Escambia County, Florida, for the provision of allowing School District radio equipment and antenna to reside at Escambia County's Don Sutton Microwave Tower and Equipment Shelter:

A. Approve the License Agreement to enable the Escambia County School District's radio equipment to reside on/at Don Sutton Microwave Tower and Equipment Shelter, effective August 6, 2015, and continuing for a term of 20 years with an option for a 5-year extension, provided that terms within the Agreement are met; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

Escambia School Transportation system currently operates and maintains antiquated "low band" radio equipment at two other county microwave sites, WSRE and North Site, which supports over 480 school bus radios. The School District is entering into a contract with Motorola to upgrade all transportation radios to a UHF Digital system. The existing equipment will be decommissioned and removed. The new digital equipment will be operational at one City owned site and the County's Don Sutton Site. Connectivity and transport will be established through Public Safety's microwave system. The upgrade will improve school bus communications countywide. The benefits of approving this agreement are as follows:

- Communications reliability
- Assured communications during school bus emergency situations

- Opens the door for future expansion that could allow for direct communications with Public Safety Dispatch

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, Tamika L. Williams, Public Safety Business Operations Division Manager, will ensure the appropriate originals are returned for file. Mike Moring, Public Safety Communications Division Manager, will oversee implementation of the Agreement and work in close cooperation with School District and Motorola representatives.

Attachments

Antenna Mounting Space License Agreement

ANTENNA MOUNTING SPACE LICENSE AGREEMENT
(Don Sutton Microwave Site)

This Antenna Mounting Space License Agreement ("License Agreement"), made this _____ day of _____, 2015 by and between Escambia County, a political subdivision of the State of Florida, ("Licensor"), whose address is 221 Palafox Place, Pensacola, FL 32502 and The School Board of Escambia County, Florida, ("Licensee"), whose address is 75 North Pace Boulevard, Pensacola, Florida 32505.

WITNESSETH

WHEREAS, Licensor has identified surplus antenna mounting space on its communication towers and wishes to license the use of the space; and

WHEREAS, Licensee is in need of a structure on which to mount its communication equipment at a location owned by Licensor; and

WHEREAS, Licensor has determined that licensing the antenna mounting space will not interfere with the public safety needs of Licensor's communications system and will benefit the public by defraying the cost of the Licensor's communications system and by minimizing the number of towers that are erected in Escambia County, Florida;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PREMISES

A. Licensor owns certain real property in Escambia County, Florida, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("Land"), upon which Licensor owns and operates a communication tower ("Tower"). (The Land and the Tower hereinafter referred to collectively as the "Tower Site".)

B. Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor use of that certain antenna mounting space on the Tower Site at the approximate elevation levels shown on Exhibit A, for the term, at the License Fee, and upon all of the conditions and agreements set forth herein, to enable Licensee to attach, maintain and operate a communications system and for no other purpose. The exact location on the tower shall be determined by Licensee and Licensor in conjunction with Licensor's engineers so as to avoid interference with lighting equipment or other antennas on the Tower, as may be applicable. Licensee's use of the determined locations on the Tower shall be exclusive, although its right to license space on the Tower shall be non-exclusive.

C. The description of Licensee's antennas and equipment, wattages and frequencies, and any accessory buildings (Licensee's Equipment) is attached as Exhibit B. Licensee shall be solely responsible for all costs associated with installing and maintaining Licensee's Equipment on the

Tower Site, including but not limited to any structural strengthening of the Tower that may be required by Licensor's structural engineer or otherwise required by law or regulation.

D. Licensee shall have the right to make alterations and additions that will not adversely affect the integrity or current operation of the Tower provided such alterations and additions do not result in an antenna configuration with a greater weight or wind loading than that of the antenna configuration specified in this License Agreement; provided further, that written consent for such alterations and additions must first be obtained from Licensor, which consent shall not be unreasonably withheld.

E. Upon one hundred twenty (120) days prior written notice to Licensee, Licensor may require that Licensee's antennas be relocated to another height on the Tower to accommodate Licensor's needs only and not those of third parties. Licensor agrees that it will make a good faith effort to relocate Licensee's antennas to a height that will meet Licensee's transmission needs. The cost of this relocation including any enhancements that may be required will be borne by Licensee. If Licensee is unable to use the available locations on Licensor's Tower, or if the Tower will not structurally support Licensee's loading requirements and Licensee chooses not to bear the cost of structural strengthening of the Tower to accommodate its loading requirements, Licensee shall have the right to terminate this License Agreement.

F. Licensor agrees to allow Licensee, at Licensee's sole cost and expense, to construct or locate an accessory building on the Tower Site, not to exceed the dimensions shown on the attached Exhibit B, which shall be used exclusively by Licensee during the term of this License Agreement and any renewals hereof to house Licensee's Equipment. Licensor shall at all times hold title to any building constructed on the Tower Site.

G. Licensee shall submit to Licensor a list of all contractors or subcontractors chosen by Licensee for installation of Licensee's Equipment for Licensor's approval. Alternatively, Licensee may agree to use contractors or subcontractors chosen by Licensor for the installation of Licensee's Equipment. Licensee will provide all antennas, necessary transmission lines, fixtures, side mounts and mounting hardware.

2. TERM

The initial term of this License Agreement shall be for a period of twenty (20) years and shall commence (Commencement Date) on _____, 2015 and shall terminate _____, 20____. At Licensee's sole discretion, Licensee may renew this License Agreement for one (1) additional five (5) year term subject to agreement by the parties on any proposed modifications to Licensee's Equipment, statutory and local ordinance changes, and insurance. Licensee shall provide Licensor six (6) months written notice of its intent to renew prior to expiration of the current term. Should Licensee remain on the Tower Site after the expiration of the original term or any renewal term, such holding over shall be subject to all covenants, conditions, and obligations contained herein or as modified, and Licensee agrees that the License Fee during such holdover period shall increase to an amount equal to one and one half times the otherwise effective monthly License Fee payable for the previous term and shall be paid prior to the beginning

of each month of the holdover period; provided however, this provision shall not be construed to give Licensee any right to hold over or to continue in possession of the Tower Site after the expiration of the term of this License Agreement, including any renewal terms.

3. LICENSE FEE PAYMENT

A. For the first five (5) years of the initial term, Licensee shall pay to Licensor the annual License Fee of \$0.00 (no fee). The License Fee shall increase by five percent (5%) on each five-year anniversary of the Commencement Date, as shown in the attached Exhibit C. The License Fee shall be payable in advance prior to the Commencement Date and each subsequent anniversary date thereafter. Licensee shall be responsible for payment of any sales tax that may be due in addition to the License Fee.

B. All License Fees or other monetary obligations if not paid when due, and any other cost or expenditure incurred by the Licensor in performing any obligation required to be performed by Licensee herein shall bear interest at eighteen per cent (18%) per annum from the date such payments are due or the date the expenditures were incurred.

4. USE OF PREMISES

A. Licensee agrees to use the Premises solely for the purposes of installing, erecting, operating, maintaining, repairing, and removing a Licensee's Equipment, which may include an accessory equipment building and equipment for communication, reception and transmission along with appurtenances to the tower and equipment. All structures and equipment intended to be used on the Tower Site and the frequencies of operation of such equipment are set forth in detail in Exhibit B. Licensor shall not place any sign, advertisement or other notice on or about the Tower Site that identifies Licensee in any way.

B. At least ten (10) days prior to making any changes or modifications in Licensee's Equipment on the Tower, Licensee shall notify Licensor in writing and specify in detail the proposed change or modification. Licensor reserves the right to reject any proposed change or modification for any reason, except for a request to substitute a unit or piece of equipment initially approved by Licensor and identified on Exhibit B with a substantially similar unit or piece of equipment (Substitute). Licensor shall not unreasonably withhold approval of a request to Substitute. A change or modification solely to the interior of a building that does not affect equipment located on the Tower is not considered a change or modification of Licensee's Equipment.

C. Licensee's use of the Tower Site shall not interfere in any way with the operations of Licensor or Licensor's existing licensees (collectively "Licensor's Operation"), including but not limited to, radio frequency interference. In the event that Licensor determines that an installation or activity of Licensee is causing interference to Licensor's Operations, Licensor shall give notice of the interference (to be followed by written notice) to Licensee. Licensee shall immediately dispatch authorized representatives to inspect and test Licensee's Equipment and operation. Licensor may perform, or cause to be performed, a technical evaluation to determine the cause of interference. Licensor shall not, as a part of a technical evaluation, disconnect, terminate or interrupt the electrical

service to Licensee's Equipment and operation within three (3) hours of the first notice of interference. If, after considering the results of Licensee's inspection and tests or any technical evaluation performed by Licensor, Licensor determines that Licensee is, in fact, causing interference to Licensor's Operation, Licensor shall, notify Licensee of Licensor's determination and Licensee shall immediately cease interfering with Licensor's Operation. In any event, if Licensee fails to cease its interference with Licensor's Operation within twelve (12) hours of the first notice of interference from Licensor, Licensor shall have the right to discontinue electrical service to the equipment to cause the interference to cease. For a period of thirty (30) calendar days after Licensor determines that Licensee's Operations have caused interference and that the interference has not ceased within twelve (12) hours of the first notice as required, Licensee may remain on the Tower Site, with the approval of Licensor, and perform intermittent testing of potential cures during specified hours. Licensor's approval of a request to remain and conduct intermittent testing during specified hours shall not be unreasonably withheld.

D. Licensee's use of the Tower Site shall be in accordance with the standards imposed by the Federal Communications Commission, and any other local, state, or federal body with authority over radio and microwave transmissions and operations. All fees and costs directly attributable to Licensee's use of the Tower Site shall be at Licensee's expense.

5. APPROVAL OF INSTALLATION AND ENGINEERING ANALYSIS

A. Licensee's Equipment shall not be installed without prior written approval of Licensor. Prior to installation of Licensee's Equipment, Licensee shall provide Licensor with an engineering analysis, to be performed at Licensee's expense, with particular emphasis on, but not limited to, such items as potential interference problems and structural integrity. Licensor shall notify Licensee of the scope of the analysis, and Licensee shall have an analysis performed by a professional engineer licensed and registered in the State of Florida.

B. Within ten (10) working days of receipt of the results of the analysis, Licensor will notify Licensee whether Licensee's Equipment is approved for installation, which approval will not be unreasonably withheld.

C. In the event that any equipment identified on Exhibit B is not subsequently approved for installation and as a result of such disapproval Licensee is unable to use the Tower Site, Licensee may elect to terminate the License Agreement.

6. INSTALLATION, ACCESS AND MAINTENANCE

A. Installation

(1) Licensee may have access to the Tower Site beginning on the Commencement Date.

(2) Licensee shall provide Licensor not less than three (3) calendar days' written notice of the date(s) on which it intends to install Licensee's Equipment. No installation on the

Tower shall be undertaken by Licensee without the prior written consent and approval of Licensors.

(3) Licensee shall submit for Licensors' prior written approval detailed plans for use of the area in which it will locate Licensee's Equipment. No installation shall commence until Licensors has approved the plans. Consent and approval for the initial installation will be deemed given when Licensors's designee signs Licensee's plans. Licensors reserves the right to have a representative present during the various stages of installation. Licensee shall pay for all costs and expenses relating to the installation, including but not limited to, grounding, connection to the site grounding system and cable run. Licensors shall provide Licensee with a maximum of four hundred (400) square feet of ground space and surrounding access for Licensee's erection of non-permanent accessory buildings.

(4) Licensee agrees that Licensee's Equipment shall be installed, maintained, inspected and tested pursuant to, and Licensee agrees to comply with, all applicable rules and regulations of the Federal Communications Commission, the Federal Aviation Administration, the Occupational Safety and Health Administration, and all other federal, state and local rules and regulations.

B. Access to County Tower At Licensors's discretion, all installation, repair, maintenance, or other activities of Licensee requiring access to the Tower Site shall be performed in the presence and subject to the direct inspection of a designated employee or agent of Licensors. Such representative of Licensors shall have the authority to direct any employee or agent of Licensee who is working on the Tower Site to cease any activity when such direction is necessary to protect Licensors's property or operations. Licensee agrees to perform all work in a good and workmanlike manner, and in such a manner so as to not interfere with the operation, physical or electrical performance, or the other characteristics of Licensors's Equipment or Licensors's Operations.

C. Access Control Licensee shall be permitted access to the Tower Site as required for normal operations and maintenance. Licensee will be permitted to install a lock, as approved by Licensors, on the security fencing in order to gain access. Licensee shall permit only authorized personnel to have access to and use of the key. Licensee shall be responsible for closing and locking the gate during and after each entry. Licensee shall notify the Licensors, by telephone, at least one (1) hour prior to entry at any time the Licensee intends to enter the Tower Site.

D. Maintenance Licensee shall maintain the structural integrity of Licensee's Equipment, including, but not limited to, any equipment that is attached to the Tower. Licensee shall inspect all equipment that is attached to the Tower on a regular basis, but in no event less often than annually. Licensors shall maintain the Tower Site, including all required tower marking and lighting, shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration and the Federal Communications Commission. Licensors shall be responsible for maintaining the Tower Site, except for damages caused by Licensee, improvements or accommodations constructed or installed by Licensee, or as otherwise provided in this License Agreement. Licensee shall ensure that in conducting its activities on the Tower Site that it leaves no waste on the exterior grounds of the Tower Site.

7. PEACEFUL USE

Licensor covenants that Licensee, upon the payment of the License Fee and the performance of the covenants and conditions of this License Agreement, shall and may peaceably and quietly use the Tower Site for the term of the License Agreement. Licensor expressly reserves the right to enter into additional or subsequent License Agreements for portions of the Tower with others; provided, however, that no subsequent License Agreement shall interfere with the rights of Licensee under this License Agreement. Notwithstanding the preceding, in the event of a public emergency, Licensor shall be entitled to full use of the Tower Site in aid of emergency relief and management efforts, and shall not be responsible to Licensee for damages for such use. During any period of emergency use when Licensee's use of the Tower Site is impaired, the License Fee shall abate, on a pro-rata basis.

8. TAXES

Licensee is solely responsible for any and all taxes and assessments imposed as a result of Licensee's use of the Tower Site or otherwise arising out of this License Agreement, which taxes and assessments shall be promptly paid by Licensee when due.

9. PERSONAL PROPERTY

Licensee's Equipment shall remain the personal property Licensee. Prior to the expiration or termination of the License Agreement, Licensee shall remove Licensee's Equipment and restore the Tower Site to the condition that existed immediately prior to the installation. This provision shall apply during the original or any renewal terms of this License Agreement.

10. MATERIALS AND CLAIMS

All materials and labor furnished for any work done on the Tower Site by Licensee shall be at Licensee's sole cost and expense. Licensee shall indemnify, defend, and hold Licensor harmless from all claims of contractors, laborers and materialmen contracted for work on behalf of Licensee.

11. PERMITS

Licensee shall, at its sole cost and expense, obtain all federal, state, county and other permits and governmental authorizations required in order to construct, operate, or otherwise implement its use of the Tower Site. Licensee shall provide Licensor with copies of all permits and governmental authorizations, and no installations or other work will be performed by Licensee until such permits are provided to Licensor.

12. INSURANCE

A. The Parties stipulate and agree that each is subject to the limitations of liability set forth in Section 728.68, F.S. The Licensee is self-insured, and is not required to maintain the insurance coverages set forth below. However, in the event that the Licensee subcontracts any or all of its rights and duties under this Memorandum of Understanding, the Licensee will verify that each

subcontractor maintains in effect the following insurance coverages:

(1) Commercial General Liability, including contractual liability, products and completed operations coverage, independent contractors, bodily injury, personal injury and death, with limits in excess of \$1,000,000 per occurrence, \$2,000,000 general aggregate.

(2) Worker's Compensation in compliance with statutory requirements where work is being performed. This coverage shall include Employer's Liability coverage with limits in excess of \$1,000,000 per occurrence.

(3) Commercial Automobile Liability insurance for bodily injury, property damage, and death in excess of \$1,000,000 minimum combined single limits per occurrence. This coverage shall include use of any auto, all owned, non-owned, leased and hired vehicles.

(4) All Risk Property coverage for all of Licensee's Equipment and other property under the Licensee's care, custody or control with limits in excess of \$2,000,000 per occurrence. This coverage shall extend to any property where contractual provisions require Licensor to maintain insurance.

This insurance shall be the primary insurance and not participating with any other available insurance. In no event shall the limits of the policy or policies be considered as limiting the liability of Licensee under this License Agreement.

B. All insurance required to be maintained by Licensee shall name Licensor as an additional insured and contain provisions that the policies cannot be terminated or materially modified except after thirty (30) calendar days' prior written notice to Licensor. Insurance shall be obtained from insurance companies with a rating of A-/VII or higher by the most recent published edition of the A.M. Best rating guide. All liability coverage shall be through carriers licensed to do business in the State of Florida. Copies of policies or endorsements evidencing such insurance shall be delivered by Licensee to Licensor. Licensee may not enter the Tower Site until the provisions of this section have been met to the satisfaction of Licensor.

13. LIABILITY AND INDEMNITY

Licensee shall indemnify, defend and hold Licensor harmless from and against any liability and all claims of whatever nature arising from any negligent or willful act or omission of Licensee, or its contractors, agents, servants or employees, or arising from any accident, injury or damage caused to any person or property occurring in, on, or about the Tower Site or any part thereof or outside the Tower Site, where such accident, damage, or injury results or is claimed to have resulted from an act or omission on the part of the Licensee or Licensee's contractors, agents, servants or employees. This indemnity shall include indemnity against all costs, expenses, and liabilities incurred in connection with any claim or proceeding brought, including the reasonable expense of investigating and defending any such claim.

14. REPAIRS AND RESTORATION

A. If at any time during the initial or renewal term of this License Agreement, the Tower or Tower Site is destroyed or damaged, then, unless Licensor determines that the Tower is no longer required by Licensor in its operation and elects to terminate the License Agreement, Licensor shall promptly repair such damage at Licensor's expense and this License Agreement shall continue in full force and effect. In the event that Licensor elects to terminate the License Agreement, Licensor shall refund to Licensee a prorated amount of the License Fee.

B. If Licensor repairs or restores its improvements, Licensee shall continue the operation of its business on the Tower Site to the extent reasonably practicable from the standpoint of prudent business management. If Licensee's use of the Tower Site is impaired during the period of repair or restoration, the term of the License Agreement shall be extended for a period equal to the period during which Licensee's use is impaired. Licensee shall have no claim against Licensor for any damage, destruction, repair or restoration.

C. If Licensor restores the Tower as provided herein, Licensor shall not be required to restore Licensee's Equipment, such items being the sole responsibility of Licensee.

D. Under no circumstances shall Licensor be required to improve or structurally strengthen the Tower to allow Licensee's continued use of the Tower Site.

15. TERMINATION

A. This License Agreement may be terminated by either party for good cause upon ninety (90) days written notice by the terminating party to the other, in which event Licensee shall be liable for the License Fee through the date of termination.

B. Termination for good cause shall include fraud, lack of compliance with applicable rules, laws, regulations, ordinances, and a Default under this License Agreement.

C. Licensor shall have the right to terminate this License Agreement for convenience upon ninety (90) days' written notice to Licensee. Licensee shall have the right to terminate this License Agreement for convenience upon one years' written notice to the Licensor. In no event shall a termination for convenience be deemed a default, and any such termination shall not subject the parties to any penalty or other claim for damages.

D. Vendor suspension or debarment proceedings brought by Licensor pursuant to Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this License Agreement.

16. ASSIGNMENT

This License Agreement or any extensions of its terms thereof may not be sold, assigned or transferred by the Licensee without the prior written approval of the Licensor.

17. ELECTRICAL POWER AND OTHER NECESSARY FACILITIES

A. Licensee shall be responsible for acquiring electrical power and ensuring that it is separately metered from Licensors power. Licensee shall be solely responsible for any backup emergency power system it may require. Licensee shall promptly pay all charges for electricity and all other utility services used by Licensee on the Tower Site.

B. Licensors shall furnish a centralized distribution point for utility services to the Tower Site. Licensee shall be responsible for the expansion or improvement of the utility services that it may require, subject to approval of and under the supervision of Licensors. Licensee shall be responsible for the installation from the centralized distribution point to and including Licensees Equipment. Licensors shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Tower Site and no such failure or interruption shall entitle Licensee to terminate this License Agreement.

18. LICENSE AGREEMENT BINDING

All of the terms, covenants, rights, liabilities and conditions of this License Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

19. DEFAULT AND EFFECT OF DEFAULT

Each of the following events shall constitute a default under this License Agreement by Licensee (Default):

A. If Licensee fails to pay the License Fee or other sums specified in the License Agreement within ten (10) calendar days after the date that the License Fee or sums are due.

B. If Licensee fails to perform or comply with any of the conditions or covenants of this License Agreement and such failure continues for a period of ninety (90) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the ninety (90) day period, and Licensee has commenced good faith efforts to perform and is diligently proceeding to complete performance.

Unless Licensee has commenced good faith efforts within ninety (90) days to correct any Default, the Licensors shall have the right to terminate this License Agreement while any Default continues by giving ninety (90) calendar days written notice to Licensee, and remove or require Licensee to remove Licensees Equipment from the Tower Site, without prejudice to any other remedy which Licensors might be entitled to pursue, including but not limited to Licensors rights under section 4 of this License Agreement to eliminate any interference caused by Licensees Equipment. No portion of the License Fee shall be refunded in the event of a termination due to Default. Licensors may elect, but shall not be required, after ninety (90) days' written notice of the Default to Licensee, to remedy such Default for the account and at the expense of Licensee.

20. SURRENDER AT LICENSE AGREEMENT EXPIRATION

Prior to the expiration or termination of the License Agreement, Licensee shall remove all of Licensee's Equipment from the Tower Site. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of Licensee, which shall prevent the removal of Licensee's Equipment from the Tower Site, Licensee shall be allowed an additional reasonable period of time to remove such equipment. In the event that Licensee fails to remove any of Licensee's Equipment from the Tower Site, upon expiration or termination of the License Agreement (or additional period allowed by Licenser) the remaining equipment shall become the property of Licenser, and Licenser may take possession of or remove and dispose of it at Licenser's discretion.

21. REMEDIES CUMULATIVE

No remedy available to Licenser or Licensee is intended to be exclusive of any other remedy in this License Agreement or in law or equity; each remedy shall be cumulative and shall be in addition to every other remedy in this License Agreement or in law or equity.

22. SEVERABILITY

Any provision of this License Agreement that shall be held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and such remaining provisions shall remain in full force and effect.

23. HEADINGS

The paragraph captions contained in this License Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision.

24. INCORPORATION OF PRIOR AGREEMENTS

This License Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this License Agreement, and no other agreement or understanding pertaining to any such matters shall be effective for any purpose. This License Agreement shall not be amended except in writing and executed by the parties.

25. NOTICES

A. All notices and demands incidental to this License Agreement or the use of the Tower Site shall be deemed duly served, if sent by one party to the other, registered or certified mail, return receipt requested, postage prepaid, to the address below or such other address as the party may designate in writing:

LICENSEE:

The School Board of Escambia County, FL
Transportation Department
100 E. Texar Drive
Pensacola, Florida 32503

COPY TO:

The School Board of Escambia County, FL
Purchasing Department
75 N. Pace Boulevard
Pensacola, Florida 32505

The School Board of Escambia County, FL
Office of the General Counsel
75 N. Pace Boulevard
Pensacola, Florida 32505

LICENSOR:

Michael T. Moring, Division Manager
Emergency Management Communications
6575 North W Street
Pensacola, Florida 32505

COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notwithstanding the foregoing, the notice required in section 4 shall be communicated by telephone to the individuals identified in Exhibit D.

B. License fees and other amounts shall be paid and sent to the following address:

Clerk of the Circuit Court
190 West Government Street
Pensacola, Florida 32502

26. WAIVERS

No waiver by Licensor of any provision of this License Agreement shall be deemed to be a waiver of any other provision or of any subsequent breach of Licensee of the same, nor shall any consent or approval be deemed to eliminate Licensee's obligation to obtain Licensor's consent to or approval of any subsequent act by Licensee, whether similar or not.

27. ACCEPTANCE OF TOWER SITE

Licensee accepts the Tower Site in its current condition and waives any right or claim against Licensor arising out of the condition of the Tower Site, including the improvements, appurtenances, and other equipment. Except as otherwise expressly provided in this License Agreement, Licensee agrees that Licensor shall have no responsibility or liability whatsoever for any loss of or damage to any of Licensee's Equipment.

28. GOVERNING LAW, VENUE, AND ATTORNEY FEES

This License Agreement shall be construed according to the law of the State of Florida, and venue for any legal action arising out of or related to this License Agreement shall be in Escambia County, Florida. Each party shall bear its own costs and attorney fees in the event of litigation or dispute resolution proceeding.

29. HAZARDOUS SUBSTANCES

A. Licensee shall not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Tower Site in violation of any law or regulation.

B. As used herein, Hazardous Material shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical, or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law, rule or regulation.

30. PUBLIC RECORDS

A. Licensee shall keep such records and accounts and shall require any subcontractors to keep records and accounts as required by Florida law. Such books and records will be available at all reasonable times for examination and audit by Licensor, and shall be kept for a period of three (3) years after termination of this License Agreement unless otherwise required by law.

B. Licensee acknowledges that this License Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Licensor fails to abide by the provisions of Chapter 119, Florida Statutes, Licensor may, without prejudice to any right or remedy and after giving Licensee seven (7) days written notice, during which period Licensee still fails to allow access to such documents, terminate this License Agreement.

31. RELATIONSHIP OF PARTIES

Nothing in this License Agreement nor any act of the parties shall be deemed or construed by the parties or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatever between Licensee and Licensor.

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IN WITNESS WHEREOF. Licensor and Licensee have caused this License Agreement to be executed under seal on the day and year first shown above.

LICENSOR:

ESCAMBIA COUNTY, FLORIDA, acting by
and through its duly authorized BOARD
OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Steven Barry, Chairman

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

Deputy Clerk (SEAL)

BCC Approval:

LICENSEE:

THE SCHOOL DISTRICT OF ESCAMBIA
COUNTY, FLORIDA

Malcolm Thomas, Superintendent

EXHIBIT A

Street Address: 2340 Crabtree Church Road
Molino, Florida 32577

Legal Description: See attached.

Survey or Site Plan of Tower Site: See attached.

Tower Height: 320 feet.

Mounting Space Elevation (approximate): 300 feet.

EXHIBIT B

List of Antenna(s), Ancillary Equipment (including manufacturer, frequencies and wattages) and any accessory building (including dimensions).

EXHIBIT C

License Fees

Initial Term

Years 1 through 5

\$ N/A

Years 6 through 10 (5% increase)

\$ N/A

Years 11 through 15 (5% increase)

\$ N/A

Years 16 through 20 (5% increase)

\$ N/A

Renewal Term

Years 21 through 25 (5% increase)

\$ N/A

EXHIBIT D

Telephone Contact Information:

Licensors: Michael Moring, Division Manager, Public Safety Department
(850) 471-6315

Licensee: Rob Doss, Director, Transportation Department
(850) 469-5488



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8557

County Administrator's Report 9. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/06/2015

Issue: Request for Disposition of Property

From: Claudia Simmons, Division Manager

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of Purchasing - Claudia Simmons, Manager, Office of Purchasing.

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

BACKGROUND:

The surplus property listed on the attached Request for Disposition of Property Forms has been checked, declared surplus, and it is to be sold or disposed of, which are described and listed on the Request forms, with reason for disposition stated.

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 H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon board approval, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Request for Disposition



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8638

County Administrator's Report 9. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/06/2015

Issue: Florida-Alabama Transportation Planning Organization Interlocal Agreement

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization Interlocal Agreement - Joy Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Florida-Alabama Transportation Planning Organization Interlocal Agreement:

A. Adopt the Resolution authorizing the Chairman to execute the Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization;

B. Approve the updated Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization made and entered into on the 8th day of July 2015, by and between the Florida Department of Transportation (FDOT); Alabama Department of Transportation (ALDOT); Florida Counties of Escambia and Santa Rosa; Alabama County of Baldwin; the Cities of Pensacola, Gulf Breeze, Milton in Florida and Orange Beach in Alabama; and Escambia County Area Transit; and

C. Authorize Mike Crittenden, Escambia County Area Transit General Manager, to execute the Interlocal Agreement.

BACKGROUND:

The parties to this Interlocal Agreement (ILA) desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

Pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama Transportation Planning Organization (TPO) for the Pensacola, Florida-Alabama urbanized area.

The reason for the updating of the TPO ILA is for the recent inclusion of the City Council member from Orange Beach and the Escambia County Area Transit (ECAT) General Manager to the TPO Board as voting members. The TPO approved the ILA at the July 8, 2015 TPO meeting, and all signatory parties (the TPO, the Florida Department of Transportation, the Alabama Department of Transportation, Escambia County, Santa Rosa County, Baldwin County, ECAT, and the cities of Pensacola, Milton, Gulf Breeze, and Orange Beach) are asked to approve the Interlocal Agreement at their respective governing board meetings.

Orange Beach was added due to TPO Boundary expansion (based on census data) and the ECAT General Manager was added due to Moving Ahead for Progress in the 21st Century (MAP-21) Federal Law.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement has been approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

TPO staff will obtain all necessary signatures on the Interlocal Agreement.

Attachments

Resolution

Interlocal Agreement

RESOLUTION R2015-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO EXECUTE THE INTERLOCAL AGREEMENT FOR CREATION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governor of Florida as being responsible, together with the State of Florida, for carrying out the continuing, cooperative, and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and §339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama TPO for the Pensacola Urbanized Area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby authorizes the Chairman to execute the Interlocal Agreement for creation of the Florida-Alabama TPO.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

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: _____

[Handwritten signature]
7/20/15

INTERLOCAL AGREEMENT FOR CREATION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 8th day of July 2015, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT); FLORIDA COUNTIES OF ESCAMBIA and SANTA ROSA; ALABAMA COUNTY OF BALDWIN; THE CITIES OF PENSACOLA, GULF BREEZE, MILTON IN FLORIDA and ORANGE BEACH IN ALABAMA; AND ESCAMBIA COUNTY AREA TRANSIT, collectively known as "the parties."

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, Title 23 USC §134 and 135, Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21, Sections 1201 and 1202), and regulatory authority in Title 23 CFR 450 et al and Section 339.175, Florida Statutes (F.S.) for Florida parties and Alabama law for Alabama parties, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, and 23 CFR §450.310(b), and Section 339.175(2), Florida Statutes (F.S.) for Florida parties, and Alabama law for Alabama parties, a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama Transportation Planning Organization for the Pensacola, FL-AL urbanized area, herein after referred to as *the Transportation Planning Organization* or *the TPO*. Further, the parties approved by unanimous votes an apportionment plan and a boundary plan for presentation to the Governors on the 12th day of June 2013 and on the 11th day of December 2013, respectively; and

WHEREAS, pursuant to Section 339.175, Florida Statutes (F.S.) for Florida parties, and Alabama law for Alabama parties, the USC and CFR authorities cited above, the Governors of the States of Alabama and Florida, by letter dated on or about the 3rd day of April 2014, jointly approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175, Florida Statute (F.S.), for Florida parties, and Alabama law for Alabama parties, an agreement must be entered into by FDOT, ALDOT,

the TPO, and the governmental entities and public transportation operators, to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process; and

WHEREAS, this Interlocal Agreement is required to create the Transportation Planning Organization and delineate the provisions for operation of the TPO; and

WHEREAS, the undersigned FDOT and the local Florida parties have determined that this Interlocal Agreement is consistent with Section 339.175, Florida Statutes (F.S.) for parties in Florida, and Alabama law for parties in Alabama; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with all Federal and State (Florida, and Alabama) statutory requirements set forth in Section 163.01, Florida Statutes (F.S.), relating to Florida parties, and Alabama law relating to Alabama parties, for Interlocal Agreements; now

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

ALDOT means and refers to the Alabama Department of Transportation, agency of the State of Alabama.

FDOT means and refers to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23., F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plans (SIPs) of Florida and Alabama, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and 40 CFR Parts 51 and 93 (Final Rules), and Section 339.175, Florida Statute (F.S.) for Florida parties and Alabama law for Alabama parties.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governors of Florida and Alabama for the urbanized area containing at least a

population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and all applicable regulatory provisions of 23 CFR 450 and Section 339.175 of Florida Statutes (F.S.), for Florida parties, and Alabama law for Alabama parties, and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Transportation Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2) and 49 USC §5303, and Section 339.175, Florida Statutes (F.S.) for Florida parties and Alabama law for Alabama parties.

TPO means and refers to the Transportation Planning Organization (TPO) formed pursuant to this Interlocal Agreement as the MPO for the Pensacola FL-AL Urbanized Area.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, and 23 CFR §450.324, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Alabama law for Alabama parties.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Alabama law for Alabama parties.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governors of Florida and Alabama. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with FDOT and ALDOT, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with both FDOT and ALDOT;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and 135, Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340;

- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting FDOT and ALDOT in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with FDOT and ALDOT and Consistency with Comprehensive Plans. Title 23 USC 135 and Section 339.175 Florida Statute (F.S.), require that FDOT and ALDOT develop statewide transportation plans, which consider, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statute (F.S.) for Florida parties, Alabama law for Alabama parties, and Title 23 USC 134, specify the authority and responsibility of the TPO and both DOTs, to manage a continuing, cooperative, and comprehensive transportation (3 C) planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by US Code and Codes of Federal Regulations cited herein, the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Florida and Alabama DOTs. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governors of Florida and Alabama is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be Florida-Alabama Transportation Planning Organization.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes (F.S.), in the case of parties within Florida, and the Alabama Open Records Act, Alabama Code §36-12-40 (1975), in the case of parties within Alabama, the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S. for parties within Florida, and Alabama §36-12-40 (1975) for parties within Alabama.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of twenty (20) voting members and two (2) non-voting advisors. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members –Twenty (20) apportioned as follows:

- 5 members Escambia County Commission,
- 5 members Santa Rosa County Commission,
- 1 member Baldwin County Alabama County Commission whose Commission District, or portion thereof, is within the Florida-Alabama TPO Metropolitan Planning Area (MPA) Boundary,
- 5 members City of Pensacola City Council,
- 1 member City of Gulf Breeze City Council,
- 1 member City of Milton City Council,
- 1 member City of Orange Beach City Council,
- 1 member Escambia County Area Transit.

Non-Voting Advisors – The Florida Department of Transportation District Secretary and the Alabama Department of Transportation Southwest Region Engineer. The TPO may appoint other non-voting advisors as deemed necessary.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a

major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governors of Florida and Alabama, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in US Code and Codes of Federal Regulations and applicable portions of Florida and Alabama law.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) The TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) The TPO may enter into contracts for the performance of service functions of public agencies;
- (c) The TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) The TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) The TPO shall create and appoint a technical advisory committee;

- (b) The TPO shall create and appoint a citizens' advisory committee;
- (c) The TPO membership shall be jointly and severally liable for liabilities, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) The TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with FDOT and ALDOT, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339.175, Florida Statutes (F.S.) for Florida parties, and other applicable state, federal, and local laws;
- (f) The TPO shall enter into agreements with FDOT and ALDOT, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6

FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. ALDOT and FDOT shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. ALDOT and FDOT and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and 49 CFR §18.42. FDOT and the TPO shall also comply with Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, and other material subject to the provisions of Chapter 119, Florida Statutes, in the case of FDOT and parties within Florida, and the Alabama Open Records Act, in the case of ALDOT and parties within Alabama, made or received by the parties in conjunction with this Agreement.

- (a) Keep and maintain public records that ordinarily and necessarily would be required by FDOT, for parties within Florida, and ALDOT, for parties within Alabama, in order to perform the services being performed by the party.
- (b) Provide the public with access to the public records on the same terms and conditions that FDOT, in the case of parties within Florida, and ALDOT, in the case of parties within Alabama, would provide records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, for parties within Florida, and the law of Alabama for parties within Alabama.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to FDOT and ALDOT all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FDOT and ALDOT in a format that is compatible with the information technology systems of FDOT and ALDOT.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except the City of Pensacola (the United States Bureau of the Census designated largest incorporated city), may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories

to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The TPO shall contact The Office of the Governor in the states of Florida and Alabama, and the Governors, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governors and the TPO shall review the previous TPO designation, applicable federal, state, and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

- Florida-Alabama Transportation Planning Organization
Post Office Box 9759
Pensacola, FL 32513-9759
- Escambia Board of County Commissioners
Post Office Box 1591
Pensacola, FL 32597-1591
- Santa Rosa Board of County Commissioners
6495 Caroline Street Ste M
Milton, FL 32570
- Baldwin County Board of County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507
- City of Pensacola
180 Government Center
Pensacola, FL 32501
- City of Milton
Post Office Box 909
Milton, FL 32572-0909
- City of Gulf Breeze
Post Office Box 640
Gulf Breeze, FL 32562-0640
- Escambia County Area Transit
1515 West Fairfield Drive
Pensacola FL, 32501

- Florida Department of Transportation
Post Office Box 607
Chipley, FL 32428-9990
- Alabama Department of Transportation
Post Office Box 303050
Montgomery, AL 36130-3050
- City of Orange Beach
Post Office Box 458
Orange Beach, AL 36561

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement ALDOT and FDOT and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The Florida-Alabama TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Signed, Sealed and Delivered in the presence of:

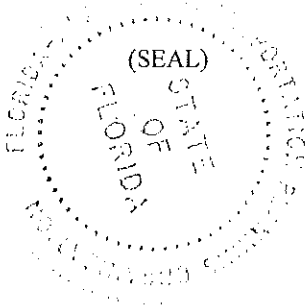
FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: [Signature]

TITLE: TPO Chair

ATTEST: [Signature]

TITLE: Executive Director



ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

BY: _____

TITLE: Steven Barry, Chairman

ATTEST: _____

TITLE: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: Edmund ACF
Date: 7/20/15

SANTA ROSA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

BALDWIN COUNTY, ALABAMA BOARD OF COUNTY COMMISSIONERS

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF PENSACOLA, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF MILTON, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF GULF BREEZE, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF ORANGE BEACH, ALABAMA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

ESCAMBIA COUNTY AREA TRANSIT

BY: _____

TITLE: Mike Crittenden, General Manager

ATTEST: _____

TITLE: _____

(SEAL)

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

DIRECTOR

(SEAL)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8612

County Administrator's Report 9. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/06/2015

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 and 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 and 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, Jr., 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:

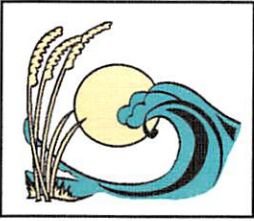
N/A

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
Executive Director & General Counsel

PGD:dl

Copies to:
Mr. Jim Hall
Mr. Keith Bullock

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-8613

County Administrator's Report 9. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/06/2015

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 retroactively, 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
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 estate
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 Planning, 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-8577

County Administrator's Report 9. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: PD 10-11.064 Property, Boiler and Machinery, Crime, Workers Compensation, Statutory Death Benefits Insurance Agent Contract Extension

From: Robert Dye, Division Manager

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Property, Boiler and Machinery, Crime, Workers Compensation, and Statutory Death Benefits Insurance Agent Contract Extension - Robert Dye, Manager, Risk Management Office

That the Board approve the Contract extension as provided in Contract PD 10-11.064, Property, Boiler and Machinery, Crime, Workers' Compensation, and Statutory Death Benefits Insurance Agent with Whitman & Whitman, Inc., for the final 12-month extension, effective October 1, 2015, through September 30, 2016, for an annual expense of \$80,000.

[Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501]

BACKGROUND:

The solicitation PD10-11.064 was advertised in the Pensacola News Journal on July 5, 2011. Seven firms were notified on July 5, 2011 and six responses were received on August 2, 2011. The Board approved the contract PD10-11.064 with Whitman and Whitman on September 15, 2011. The contract between Escambia County and Whitman & Whitman, Inc. began on October 1, 2011 through September 30, 2014 and included the option for two 12 month extensions "as may be mutually agreed by the parties, in writing, at least sixty (60) days prior to the expiration of the term." The contract extension was renewed last year for October 1, 2014 through September 30, 2015. Both parties are mutually in agreement to exercise the option to extend the contract one additional year.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will continue to be the contract administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II – Purchases and Contracts. This recommendation is in compliance with Board direction for additional approval for contract extensions. The solicitation PD10-11.064 was advertised in the Pensacola News Journal on July 5, 2011. Seven firms were notified on July 5, 2011 and six responses were received on August 2, 2011. The Board approved the contract with Whitman and Whitman on September 15, 2011. The contract between Escambia County and Whitman & Whitman, Inc. began on October 1, 2011 through September 30, 2014 and included the option for two 12 month extensions “as may be mutually agreed by the parties, in writing, at least sixty (60) days prior to the expiration of the term.” The contract extension was renewed last year for October 1, 2014 through September 30, 2015. Both parties are mutually in agreement to exercise the option to extend the contract one additional year.

IMPLEMENTATION/COORDINATION:

If approved, the Purchasing Office will send the extension letter to Whitman & Whitman, Inc. for signature.

Attachments

Contract Extension

Whitman & Whitman Contract

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor - Pensacola, FL 32502
P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980
(SUNCOM) 695-1980

TELEFAX (850) 595-4805

<http://www.myscumbia.com/>



CLAUDIA SIMMONS, CPPPO
Purchasing Manager

August 5, 2014

Via E-mail: whitman@whitmanandwhitman.com

Linda B. Whitman, President
Whitman & Whitman, Inc.
2032-A Creighton Road
Pensacola, FL 32504

Re: **CONTRACT RENEWAL** – Property, Boiler & Machinery, Crime, Workers Compensation,
Statutory Death Benefits Insurance Agent, PD 10-11.064.

Ms. Whitman:

The current awarded period on the above referenced contract is due to expire October 1, 2014.
There is a provision for an extension in this contract. I am inquiring to see if you would be
interested in extending the contract, noted above, for an additional twelve (12) months.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are
interested or not in extending the contract for twelve (12) months. I will need the signed letter
returned by mail or fax-595-4805, no later than 5pm, Friday, August 8, 2014.

If you have any questions, please feel free to call me at 595-4987.

Sincerely,

A handwritten signature in cursive script that reads "Claudia Simmons".

Claudia Simmons, Manager
Office of Purchasing

I want to extend the current contract (PD 10-11.064) for an additional twelve (12) months at
the same terms and conditions.

☒ Yes ☐ No 8-5-14
Signature Date

LINDA B. WHITMAN
Printed Name of Signer

PRESIDENT
Title of Signer

Comments: _____

9/15/2011 CAR11-14

AGREEMENT FOR INSURANCE AGENT SERVICES
PD 10-11.064

This Agreement is made this 15th day of Sept., 2011, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Whitman & Whitman, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Agent"), whose federal identification number is 59-1834097, and whose principal address is 2032-A Creighton Road, Pensacola, Florida 32504.

WITNESSETH:

WHEREAS, the County issued a Request for Qualifications seeking proposals for Property, Boiler and Machinery, Crime, Workers Compensation, Statutory Death Benefits Insurance Agent services (PD 10-11.064); and

WHEREAS, Agent provided the most responsive statement of qualifications; and

WHEREAS, the County desires to enter into an agreement with Agent for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Agent agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Term.** Agent agrees to provide such services to the County, as an independent contractor, for a term of three (3) years, to commence on October 1, 2011 through October 1, 2014, with the option for two twelve (12) month extensions as may be mutually agreed upon by the parties, in writing, at least sixty (60) days prior to the expiration of the term. In no event, may the term of this Agreement exceed five (5) years in duration.

3. **Scope of Services.** Agent agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's RFQ/RFP Specification No. P.D. 10-11.064, attached hereto as Composite Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Contract Amount. In exchange for Agent's provision of the scope of services referenced in Section 2 above, Agent shall receive commissions calculated as a percentage of the insurance premium payments paid by County in an amount not to exceed Eighty Thousand Dollars (\$80,000.00) per year.

5. Method of Payment. Agent shall submit insurance premium invoices to the County. Invoices shall reflect all amounts due and owing with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Agent within thirty (30) days of receipt and approval of premium invoices.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Agent. This Agreement may be terminated for cause or convenience by the Agent upon providing ninety (90) days written notice to the County.

7. Indemnification. The Agent agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Agent's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Agent or by anyone for whom the Agent is legally liable. The parties understand and agree that such indemnification by the Agent relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Agent'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 Agent agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Agent is required procure and maintain, at its sole expense during the term of this Agreement, Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non owned vehicles.

Professional Liability with \$1,000,000 per occurrence minimum limits. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Florida statutory workers' compensation and employers' liability with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

Except for workers compensation and professional liability, the Agent's insurance policies shall be endorsed to name the County as an additional insured. Certificates of Insurance must expressly evidence that the Agent's policies have been endorsed to give the County at least 30 days advance notice before any cancellation or reduction in insurance coverage takes effect and reflect Escambia County as the certificate holder. The Agent shall procure and maintain required insurance coverage's which show policies with insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide.

Agent's insurance shall be written by a company or companies licensed to do business in the State of Florida. Prior to commencing any work under this Agreement, certificates evidencing the maintenance of said insurance shall be furnished to the County.

Agent agrees to make no changes to coverage without notice to County and shall not permit the coverage to expire, be cancelled or not be renewed due to an act or omission by Agent.

9. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Whitman & Whitman, Inc.
Attention: Linda Whitman
2032-A Creighton Road
Pensacola, Florida 32504

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

11. Public Records. The Agent acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Agent fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Agent seven days written notice, during which period the Agent still fails to allow access to such documents, terminate the contract of the Agent.

12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Agent acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

13. Compliance with Laws. Agent agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 15th day of September, 2011, and Whitman & Whitman, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [Signature]
Kevin W. White, Chairman

Date: 10-25-2011

BCC Approved: 9/15/11

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court



[Signature]

AGENT:
WHITMAN & WHITMAN, INC.

By: [Signature]
Linda B. Whitman, President

ATTEST:

By: [Signature]
Corporate Secretary
WITNESS

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCA

Date: 9/26/11



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8580

County Administrator's Report 9. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: Purchase of Two Vehicles for Public Safety VE 14-15.025

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Vehicles for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association & Florida Association of Counties Automotive Contract 14.22.0904, and authorize the issuance of a Purchase Order for two 2015 Ford Expeditions EL, for the Public Safety Department, to Duval Ford Fleet Sales, in the amount of \$67,220, according to specifications in VE 14-15.025.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 14-15.025 Public Safety Department Vehicle Purchase #4 was posted beginning June 8, 2015 for a period of 30 days. A quote was obtained by Duval Ford Sales for the purchases based on the specifications in VE 14-15.025. No other quotes were received on this posting. The current low bidder is Duval Fort Fleet Sales.

BUDGETARY IMPACT:

[Funding: Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Articles II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

VE 14-15.025

Duval Ford Quote

Posting Date	Monday, June 8, 2015
Due Date for Offers	Monday, July 6, 2015
Depart. Contact	Mike Weaver, Director Public Safety
Fleet Maint.	Terry Gray, Fleet Maintenance

**VE14-15.025 Public Safety Department Vehicle Purchase - #4 – 1/2 TON 4-DOOR
EXTENDED WHEELBASE 6 PASSENGER UTILITY VEHICLES - 4X2**

Offers for the sale of vehicle meeting the specifications for VE14-15.025 Public Safety Department Vehicle Purchase #4 as listed will be accepted until 5:00 pm on Monday, July 6, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

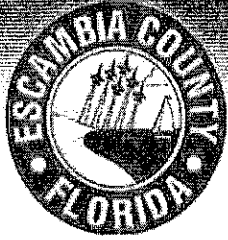
Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number **VE14-15.025 Public Safety Department Vehicle Purchase #4 and the name of the offerer.**

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: Two(2) ea.

Base Description:

Year: 2015 - 0 mileage

Model: 1/2 TON 4-DOOR EXTENDED WHEELBASE 6 PASSENGER UTILITY VEHICLES - 4X2

Color: WHITE W/TAN INTERIOR

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120 days

Maximum Budgeted Purchase Amount:

\$ 33,610.00 per vehicle

VE14-15.025 Vehicle Purchase #4 – Public Safety Department - Two (2) Utility Vehicles – 4X2

**SPECIFICATIONS FOR
1/2 TON 4-DOOR EXTENDED WHEELBASE 6 PASSENGER UTILITY VEHICLES - 4X2**

MECHANICAL

- Axle — Non-Limited-slip 3.73
- Brakes — 4-Wheel Disc (ABS)
- Engine — V6 with turbo charger 365 HP/ 420 lb-ft of torque
- Steering — Electronic Power-Assist Steering (EPAS)
- Suspension — Multilink Independent Rear
- Transmission — 6-Speed Auto

EXTERIOR

- Bumpers — Mold-In-Color, Black
- Door Handles — MIC Black
- Exhaust — Single, Chrome-Tipped
- Glass — Solar-Tinted Front/Rear Privacy Glass
- Grille — Chrome Outer / MIC Black Inner (Black Outer)
- Headlamps — Quad Beam Reflector w/Blackout Treatment
- Lighting — Halogen (Round) Fog Lamps
- Mirrors
 - MIC Black, Power, Heated
 - Puddle Lamps
- Roof Rack — Black Side Rails w/Black Crossbars
- Running Boards — Platform — Black
- Skid Plate (4x2 — Front Skid Plate)
- Trim — Mold-In-Color, Black
- Wheels/Tires — 17" Steel Wheels (265/70R17 AT OWL)

INTERIOR/COMFORT

- Center Console — Large Floor Storage, Transmission Shifter, Coin Holder, (2) Headphone Jacks and Pen/Pencil Holder
- Climate Control — Manual w/Rear Auxiliary Controls

- Coat Hooks – (2) 2nd Row, (2) 3rd Row
- Cupholders – (4) 1st Row, (2) 2nd Row
- Door-Locks – Power w/AutoLock
- Floor Mats – 1st and 2nd Row
- Grab Handles – 1st Row, 2nd Row and Liftgate
- Lighting
 - Delayed Accessory Lighting
 - Dome Lamp – 1st Row and Cargo
 - Illuminated Door-Switches
 - Reading Lamps – 1st Row
- Overhead Console w/Sunglass Holder and Conversation Mirror
- Rear Cargo Area – Cargo Management System (EL Only)
- Rearview Mirror – Electrochromic w/display screen
- Seats
 - Cloth
 - 1st Row – 6-way Power Driver's Bucket Seat with Manual Recline and Manual Lumbar
 - 1st Row – Manual Passenger Bucket Seat (2-Way)
 - 2nd Row – 40/20/40 w/Recline
- Steering Wheel
 - Leather
 - Manual tilt/telescoping
- Storage – Glove Box
- Sun visors w/Dual Illuminated Mirrors
- Windows – Power – Driver 1-Touch Up/Down

FUNCTIONAL

- Audio
 - AM/FM Single-CD Radio
 - 6 Speakers
 - Speed-Sensitive Volume
 - Input Jack
 - Rear Audio Controls
- Cruise Control
- Capless Refueling

- Headlamps
 - AutoLamp1
 - Rain lamps
- Hill Start Assist
- Instrument Cluster
 - Message Center
 - Tachometer
 - Trip Odometer
 - Outside Temperature Display
- Powerpoints – (1) 1st Row (1) 2nd Row Center Console (1) Cargo Area
- Rearview Camera (displays in rearview mirror)
- Trailer Sway Control
- Trailer Tow – Integrated Class IV w/4-pin connector
- Windows – Rear Defroster
- Windshield Wipers – Intermittent Front & Rear

SAFETY/SECURITY

- Roll stability control
- Airbags
 - Safety Canopy
 - Side-Impact
- Child-Safety Locks – Rear
- Keyless-Entry
 - Remote
 - (Keypad)
- Lower Anchors & Tethers for Children system
- Lighting – Illuminated Entry w/Approach Lamps
- Perimeter Alarm
- Seat belt pre-tensioners, Load limiting retractors, dual-stage front airbags, driver seat position sensing & crash severity sensing
- Security Theft System (PATS)
- Post-Crash Alert System
- Tire Pressure Monitoring System

- Traction Control System

FACTORY OPTIONS

- **102B Equipment package/**
 - **SSV Package:**
 - 17" Steel Wheel (26S/70R17 AT OWL)
 - Cloth 1st Row / Vinyl 2nd Row Seating
 - 3rd Row Seating Delete with Cover/End Cap
 - Column Shifter and Floor Console Delete
 - Door Handles Mold-In-Color, Black Grille, 4x4 Skid Plates
 - Vinyl Floor Covering
 - 3.73 Rear-Axle, Non-Limited-Slip
 - Less Running Boards
- **50F Fleet Convenience Package**
 - Power Adjustable Pedals; Reverse Sensing System
- **536 Heavy-Duty Trailer-Tow Package**
 - Heavy-Duty Auxiliary Transmission Oil Cooler;
 - Heavy-Duty Radiator;
 - Integrated Trailer Brake Controller.
 - Includes class IV trailer hitch receiver wiring harness with 4 and 7-pin connector and electronic braking wiring kit.
- **186 Running Boards**
- **Z1 Oxford White, Steel interior**
- **VV Vent Visors**
- **Premium Care warranty 7year/100,000 with \$0 deductible**



ESCAMBIA COUNTY

Prepared for: ESCAMBIA COUNTY TERRY GRAY TWGRAY@MYESCAMBIA.COM FACILITIES	Contract Holder Duval Ford Fleet Sales MATT FORTE (Work) 904-388-2144 (Fax) 904-387-6316 (Cell) 904-505-9682 MATT.FORTE@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	DATE: 6/2/15
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I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #14.22.0904 chassis / 14.22.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 29	2015 FORD EXPEDITION EL (K1F)	\$ 28,592.00
0	102B	UPGRADE PACKAGE	\$ -
0	50F	FLEET CONVENIENCE PACKAGE	\$ 395.00
0	536	HD TRAILER TOW PACKAGE	\$ 725.00
0	186	RUNNING BOARDS	\$ 434.00
0	Z1,CD	OXFORD WHITE EX, DUNE INT	\$ -
0	VV	VENT VISORS - STICK ON STYLE	\$ 160.00
0			\$ -
0	CP575	PREMIUM CARE WARRANTY 7 YEAR/100,000 WITH \$0 DEDUCTIBLE	\$ 3,304.00
0			\$ -
0	RDC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	\$ -
0		Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements included. Not	\$ -
0		applicable when agency is domiciled in same zone as the base award. Amount is computed via statistical	\$ -
0		algorithm utilizing trending market sales data and median variable freight costs within certain statistical	\$ -
0		mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is	\$ -
0		derived per section 3.55	\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$115 \$ -
UNIT COST			\$ 33,610.00
TOTAL QUANTITY			1
TOTAL PURCHASE			\$ 33,610.00

F2D59441



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8584

County Administrator's Report 9. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: Purchase of Two Ambulances for Public Safety VE 14-15.022

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two New Ambulances for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of two new ambulances:

A. Authorize the County to piggyback off the State of Ohio State Term Contract STS233, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for two Navistar 4300 Series Chassis, for the Public Safety Department, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles), in the amount of \$432,008, according to the Specification Number VE 14-15.022.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 14-15.022 Public Safety Department Vehicle Purchase #2 was posted beginning May 29, 2015 for a period of 30 days. A quote was obtained by Horton Emergency Vehicles Company, for the purchases based on the specifications in VE 14-15.025. No other quotes were received on this posting.

BUDGETARY IMPACT:

Funding: Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

VE 14-15.022

Horton Quote



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: two(2) ea.

Base Description:

Year: New, Unused, Manufacturer Model -

Model: **EMERGENCY MEDICAL VEHICLE**, Navistar 4300 Series Chassis or Direct Equivalent with complete installation of Emergency Medical Module/equipment

Color: See Specification page(s)

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120 days

Maximum Budgeted Purchase Amount:

\$ 216,004.00 per unit

**VE14-15.022 Public Safety Vehicle Purchase #2 - EMERGENCY MEDICAL VEHICLE, Navistar
4300 Series Chassis or Direct Equivalent with
complete installation of Emergency Medical Module/equipment**

**SPECIFICATION FOR A NEW EMERGENCY MEDICAL VEHICLE
FOR ESCAMBIA COUNTY EMS**

Ambulance Manufacturing Requirements of Escambia County, Florida:

Ambulance manufacturer will provide ambulance crash testing results to Escambia County upon request.

Construction of the ambulance will be Dealer Direct

CHASSIS, NEW 2015 NAVISTAR 4300LP, 102" C/A

The chassis required to complete the new ambulance shall be supplied by manufacturer. All chassis ordered with OEM air rides will include a manufacturer installed air tank drain line, running from the tank(s) to the bottom side of the rub rail.

SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS

!!! Chassis to include engine hour meter.

SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS

!!! Install a trim ring around the cab side of the pass-through to duplicate previous vehicles. Trim lock must be glued in place or bolted

**CHASSIS INTERIOR COLOR SHALL BE
GRAY**

CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES

HUB & LUG NUT COVERS, STAINLESS FOR NAVISTAR 19.5"

Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.

TIRE SIZE, 19.5", MEDIUM DUTY:

This vehicle is specified to have 19.5" tires.

CHASSIS IS EQUIPPED WITH AIR BRAKES:

This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.

CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST

The chassis specified above is to include a horizontal exhaust.

CHASSIS HORSEPOWER RATING IS UP TO 300 HP

The chassis specified above will have the standard cab height.
Note: Engines with less than 260 hp may have raised cab due to cooling package and larger radiator.

WIDE DOCK BUMPERS

Install wide style rear dock bumpers. Not applicable with bumper

option BH11E000.

REINFORCE REAR BUMPER END CAPS

Reinforce end caps of rear bumper for greater impact resistance.
This option is not compatible with a shock absorbing rear step.

REAR STEP/ BUMPER ASSEMBLY

The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling.

!!! This step to be installed 3.00" from the rear diamond plate riser to the back of the step.

!!! Install a custom lift up center section with a 1.00" high notch in the lower edge of the rear vertical diamond plate edge to prevent cot runners from dragging on the step when it is in the up position. Reinforce lift up section with flat stock.

!!! Step reinforcement must be 1.5" box tubing with (2) equally spaced dividers for support. Duplicate of previous vehicles.

FUEL TANK COVERS, DIAMOND PLATE, FOR NAVISTAR 4300 CHASSIS

diamond plate step well covers shall be installed on both the curb and street side cab step wells. the covers shall be made of .125" thick polished diamond tread plate with a minimum 3003-h14 alloy. The cover shall include a pull out tray for chassis batteries.

AIR SUSPENSION SWITCH: dump override

A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door. Switch Locate: rear curbside riser, near right rear door, above riser trim. Note: Use new 3-switch panels. Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.

!!! Recessed approximately 1" installed so as not to interfere with backboard depth. Minimize the depth of the closeout. Install a closeout around all wiring and cover closeout with rubber matting to match remainder of compartment. wiring to exit out the top of the panel closeout and travel up the left rear corner so as not to interfere with storage in this area.

MIRROR: OEM

The mirror set shall be OEM supplied, and installed by the chassis manufacturer.

BACKUP ALARM RESET

Backup alarm to automatically reset to on if alarm was manually canceled using the control panel alarm cut-off switch (FL25) during previous use.

DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VIEWING

Install a Voyager VCCS150 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below.

Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed

into reverse. The second camera is to provide a view of the patient area when selected. Interior camera location: over rear doors
!!!Install the exterior camera between the center icc light and the curbside loading light.

OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER

OEM AM/FM/CD player shall be provided by the OEM manufacturer on all supplied chassis.

Note: This option applies only to chassis supplied by manufacture. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.

SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES

!!! Install a safety vision mini dvr system on the front windshield just below "ambulance" lettering. Do not install any lower than necessary.

CONVERSIONS

PREVIOUS VEHICLE REFERENCE

This option is to be used for comparison purposes only.
Specifications are specific to each order.

CONVERSION MODEL: MEDIUM DUTY NAVISTAR 4300

MINIMUM BODY DIMENSIONS:

(Exterior)

-Height: 91"

-Width: 96"

-Length: 167"

(Interior)

-Height: 72"

-Aisle 20"

-Width: 20" (from edge of cot in wall position to squad bench riser)

-Length: 163"

OVERALL DIMENSIONS (Including Chassis, Module and Step):

-Height: 110" (to top of vent)

-Width: 100"

-Length: 290" Navistar

289" International

!!! Vehicle to include 72" headroom as standard.

!!! Do not install sliding plexiglass in the pass through.

!!! Install two access holes, one top and one bottom, of each compartment door to duplicate previous vehicles. cover with aluminum plates screwed into place with reflectors attached.

!!! Note: previous orders have experienced numerous door latch failures. Pay close attention to rods, clips and pins at point of install.

!!! All led compartment lighting is to be full length. Do not cut short.

STREETSIDE FORWARD:

Clear Door Opening: 16.2" wide x 80.6" high

Actual Compartment 18.9" wide x 83.6" high x 21.5"

This area shall be accessed through a single outside hinged door. The compartment shall house the vehicle's primary O2 cylinder. The compartment shall be vented to the outside.

!!! Louvers to be stamped facing down ilos.

SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

A diamond plate adjustable shelf shall be installed in the following Location.

Locate: Approximately 60" from floor of compartment

STREETSIDE INTERMEDIATE:

Clear Door Opening: 48.2" wide x 27.8" high

Actual Dimensions: 51.9" wide x 31" high x 21.5"

This area shall be accessed through double, outside hinged doors.

Both doors shall have exterior door handles and latching devices.

!!! Louvers are to be stamped facing down ilos.

!!! Install all electrical equipment on ceiling of compartment and cover with an expanded metal guard. Make sure access holes are cut in the correct locations.

!!! Rotate occupant protection system closeout to maximize storage space.

!!! Install trim lock around all holes for wiring.

SHELF, PULL OUT TRAY FOR EXTERIOR COMPARTMENT

Diamond plate pull-out tray with Accuride slides installed as noted below:

Locate: 4" down from electrical equipment. track to be full height.

!!! Tray to lock in the 'in' and 'out' position and be adjustable.

STREETSIDE REAR:

Clear Door Opening: 32" wide x 80.6" high

Actual Dimensions: 37.4" wide x 83.6" high x 21.5"

This area shall be accessed through double, outside hinged doors.

Both doors shall have exterior door handles and latching devices:

!!! Louvers are to be stamped facing down ilos.

COMPARTMENT HEIGHT Modify: First, street side

The height of the standard compartment for this model shall be modified. This is the first street side compartment height modification and shall include affected modifications to the interior cabinet.

Height Modification: Decrease by 22"

SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

A diamond plate adjustable shelf shall be installed in the following location.

!!! Note location of extinguisher. leave room to allow adjustment in shelf.

CURBSIDE REAR:

Clear Door Opening: 25" wide x 80.6" high

Actual Dimensions: 29.6" wide x 83.6" high x 21.5"

This area shall be accessed through a single outside hinged door

!!! Louvers to be stamped facing down ilos.

!!! In addition to decreasing width of compartment 4" add a 3" offset in right hand side of compartment that protrudes into the door opening for 75" of usable length in bench.

!!! Install an aluminum angle 60" from floor of this compartment to prevent 72" long backboards from falling out if the vehicle is parked on an

incline. cover the angle with gray stick-on rubber matting. it will be necessary to load the backboards top first in behind the angle.
!!! Install an angled trim piece in the left rear corner of the compartment and cover with rubber matting. this piece is to close off the wiring from the recessed switch panel in the riser.

COMPARTMENT WIDTH Modify: first, curbside

The width of the standard compartment for this model shall be modified. This is the first curbside compartment width modification and shall include affected modifications to the interior cabinet.
Width modification: Decrease 4"

SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

A diamond plate adjustable shelf shall be installed in the following location.

Locate: Right side of divider for inside outside access

DIVIDER FIXED, VERTICAL COMPARTMENT

Install a 16" deep fixed vertical divider shall be installed in the location listed below. (Divider material is to match the compartment material)

locate: 12" from right hand wall

KKK-A-1822F CERTIFICATION LABEL

The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

BODY MODIFICATIONS/OPTIONS

CRASH BARRIER SAFETY CONFIGURATION

The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment with three standard shelves .125" thickness. The bench must remain a minimum of 72" long.

!!! Note 'd' bottle storage. Storage housing to be welded into compartment.

!!! Louvers are to be stamped facing down ilos.

!!! Compartment to be 22" od wide to duplicate previous vehicles.

!!! Install only two (2) shelves in this compartment.

!!! Fabricate interior door panel as a two-piece panel. attach panels with hex head screws ilos.

SIDE DOOR: relocate

The side patient access door shall be relocated from its standard location.

!!! Crash barrier configuration.

DOUBLE STEP CURBSIDE ENTRY 6" DROP SKIRT

The curbside skirt, forward of the rear wheel well shall be dropped 6 inches. Two integral ALD steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.

PATIENT AREA SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE

Install standard sound control package.

WALK THROUGH MODIFICATION FOR CUSTOM HEAT/AC SYSTEM

Shift the bulkhead opening 2" toward the curbside of vehicle so it is compatible with the custom heat/ac unit.

!!! Pass through vehicle.

SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! Increase height of rear doors approximately 2" to match previous vehicles. see drawing.

SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! Extend the curbside wheelhouse to the rear compartment.

SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! Punch access holes in all interior door panels for access to latching mechanisms, top and bottom, as well as handle assemblies to duplicate previous vehicles. cover holes with cover plates and install reflectors per standard. compartment at head of bench to include a two piece panel ilos.

MODULE BODY HARDWARE**PRIVACY WINDOWS, REAR MODULE BODY ENTRY DOORS**

The rear module entry doors shall have solid windows. The windows shall have dark privacy glass. The windows shall meet FMVSS glazing standards. No films are to be used.

!!! Side door window to be fixed ilos.

STAINLESS STEEL SPLASH SHIELDS

Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.

MODULE BODY FENDERS: stainless steel

Rear wheel housings shall have stainless steel flare skirts to protect the wheel house opening and side body finish.

DIAMOND PLATE LOWER BODY RUB RAILS

Aluminum diamond plate lower body rub rails are to be along the bottom of the body on each side.

Install chrome Cast Products "Grabber" style rear door hold opens.
(Note: hold opens must be relocated if telescopic lights are ordered)

ELECTRIC DOOR LOCKS: compartment

Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key. (wired to OEM locks).

ELECTRIC DOOR LOCKS: access doors

Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door, and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key. (wired to OEM locks).

!!! Install an additional door lock switch in the inhalation panel. This

switch to operate all locks.

ELECTRIC DOOR SWITCH: programmable touch pad

The patient area power door locks will include an exterior programmable touch pad system located near the body side access door.

Locate: (1) each side of body per drawing and (1) on rear per drawing.

!!! program to '35791' to lock and '555' to lock.

ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES

The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.

RECESSED LICENSE PLATE BRACKET

A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include LED lighting in the top to illuminate the license plate.

REFLECTORS:

All patient compartment entry doors shall have red reflectors in the lower corner.

MATEFLEX IN EXTERIOR COMPARTMENTS

Mateflex will be installed on the floor and shelves of all exterior compartments.

Color: Black

RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT

The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area.

Color: Gray

SPECIAL INSTRUCTION, MODULE BODY HARDWARE

!!! Spray all thresholds normally covered with anti skid tape with black scorpion material. do not install anti skid tape.

PAINT AND STRIPING

CHASSIS PAINT: standard white

Chassis color to be standard white.

MODULE PAINT: standard white

Paint module standard white Sikkens #FLNA4002.

STRIPE: custom

Special paint stripe

See drawing

Paint Color: Red

Paint Number: FLNA3042

!!! Install an 8.00" wide beltline stripe with 1.125" sapphire blue vinyl spaced .250" above and below stripe with "qrs" going into top of stripe. see drawing.

!!! Add a lower skirt stripe with 1.125" blue vinyl starting at top of rear corner guard then a .250" gap then the painted stripe to the bottom of the body.

!!! Sapphire blue vinyl listed in #220-37 pn# 10001920

SPECIAL INSTRUCTION, PAINT & STRIPING

!!! Spray all thresholds normally covered with anti skid tape with black

scorpion material. do not install anti skid tape.

F INTERIOR CABINET DOORS, HANDLES & HARDWARE

FULL HEIGHT PULL HANDLES ON SLIDING PLEXIGLAS DOORS

All sliding cabinet doors to have full length pull handles.

LATCH, HINGED DOOR: Southco flush stainless steel pull style

Install stainless flush mount Southco pull latches on the hinged interior cabinet doors.

PLEXIGLAS COLOR: light tint

All Plexiglas doors to be light tint.

AVONITE COUNTER TOP WITH COVED INTERIOR EDGES

An Avonite counter top shall be installed made from the material listed below. The inside vertical and horizontal shall have a smooth rounded radius instead of a 90 degree mated surface.

Color: Brazilian Blue

INHALATION PANEL (STANDARD):

The inhalation panel is to be fabricated from composite material and covered with Formica to match to color selected.

!!! Panel to be angled and shortened per standard.

SPECIAL INSTRUCTION, CABINET DOORS, HANDLES & HARDWARE

!!! All interior hinged cabinet doors (plex and solid) are to be installed using stainless steel continuous hinge. Install nuts and bolts in all holes. Do not mix dissimilar metals.

INTERIOR COLORS, UPHOLSTERY AND SEATING

INTERIOR COLOR SCHEME: Custom

Interior colors are as follows:

Floor: Loncoin Fleckstone sapphire #152

Riser: Indigo blue with port accent stripe

Wall: Fashion gray glossie

Cabinet: Fashion gray aluminum

Upholstery: Flint gray

INSIDE CABINET FINISH: paint

The interior of all aluminum cabinets shall have a durable paint finish. The painted surface shall be washable and non-absorbent.

RISERS:

The interior of this vehicle is to contain no wood or wood products. The risers are to be made of reinforced structural composite board covered with Formica per the color description. Formica will not be installed on the risers if stainless steel riser options are selected.

EVS CHILD SAFETY SEAT WITH 3-POINT SEAT BELT

Install a high back bucket seat with built in child seat restraints and 3-point occupant restraint. The seat to be adjustable front to rear. Standard seatbase. Heat/ac will still be located in the bottom of the linen cabinet. Include door on seat base to access storage area. Door is to be perforated design.

SEAT BELTS:

Install standard seat belt package for use with airbag system

Note: Requires option for occupant protection system.

INTERIOR CABINETRY, STREET SIDE**LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM**

A vertical storage cabinet shall be located behind the attendant seat. The upper storage area shall house the primary electrical distribution area. The lower section shall be used to house the vehicle heat/ac unit. The outer surface of this area will be covered with perforated stainless steel providing intake air to the heat/ac unit. The center section can be utilized for miscellaneous storage. The electrical distribution area and the center storage area shall be accessed through hinged doors.

The electrical distribution area shall include a Southco key lock/latching device. The entire cabinet shall be fabricated from aluminum and shall then be painted, unless otherwise specified. option must also be selected when this option is used.

!!! See existing fleet for installation of refrigerator in this area.

!!! Note doors to be designed differently for use with EMS supplied locks. Prepunch holes for locks making sure that the arms on the locks will reach to secure the door.

!!! Add large bumper pads to door to protect wall when opened.

!!! Upper electronics door to include a square vent in door to duplicate previous.

!!! Install large rubber bumpers on all doors to keep them from hitting the front bulkhead.

!!! Trim refrigerator opening sufficiently to eliminate any existing sharp edge. install drain line on the refrigerator drain pan.

!!! Trim refrigerator door to eliminate sharp edges.

!!! Ship loose both keys that come with the two customer-supplied locks

Patient Compartment Air Bag System:

The unit is to be equipped with an air bag system in patient compartment.

STREETSIDE WALL WITH CPR SEAT

Street side wall to have CPR configuration.

See drawings

Configure: street side cabinets to be 18" deep.

!!! Cabinet wall per drawing.

!!!Note installation of special led light above o2 panel ilos bar light. light to be mounted flush without any angles and as far out toward the edge of the cabinet as possible.

!!! Install small oscillating fan in open area to rear of cpr seat.

LIFT UP CABINET FRAMES: street-side

Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.

Locate: both upper cabinets

PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL

Pull out drawer(s) shall be installed in the main cabinet wall at the locations listed below.

!!! Pull out writing tray only.

!!! Install below inhalation counter in cabinet so cabinet door must be opened to access pull out writing tray.

MONITOR BRACKET

The monitor bracket, as specified below, is to be installed as noted.

Manufacturer: ferno washington

Model number: fw m200

Location: rearward end of inhalation counter per drawing

!!! Install avonite spacers under bracket to allow it to swivel.

SPECIAL INSTRUCTION, STREETSIDE CABINETRY

!!! Fabricate an aluminum filler box of 3/16" material and weld to the top of the streetside rear compartment to fill the gap between the top of the compartment and the bottom of the upper interior cabinet.

I INTERIOR CABINETS AND SQUAD BENCH, CURB SIDE

SQUAD BENCH STORAGE:

Storage shall be provided under the bench cushions. The area shall run where possible under the bench. The storage pan shall be fabricated from aluminum and shall be accessed by raising the split cushions.

!!! Must have 75" bench length.

SQUAD BENCH: DELETE CUPS AND WELLS

A 22" wide x 72" long bench cushion shall be provided on the curb side of the patient area. The cushion shall be split. No provisions for stretcher cups and wells are provided.

!!! Cushions to include 1" overhang.

!!! Must have 75" bench length.

BENCH HOLD OPENS: gas

Install gas spring hold opens on squad bench lid.

BENCH HOLD-DOWN: paddle latches (Pair)

Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.

BENCH CUSHION EDGE TRIM:

Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears..

Install stainless steel plate on bottom of cushion.

BENCH BACK CUSHION: full size

Delete individual squad bench back cushions. Install full size cushion.

SHARPS/WASTE STORAGE IN A PULL OUT DRAWER IN SQUAD BENCH

Install a drawer in the face of the squad bench in the specific location noted below. This drawer will house both sharps and waste containers.

Locate: head of bench to open into aisle

CURBSIDE OVERHEAD CABINET: hinged doors

Storage shall be provided above the squad bench. The storage shall run the full length of the squad bench and shall be accessed through hinged Plexiglas doors that are held in the open position with gas activated rods. The entire cabinet shall be fabricated from aluminum. The cabinet is to be 9" H to meet current K requirements.

!!! Note location of O2 outlet.

!!! Install a painted divider in the center of cabinet.

PASS THROUGH ACCESS TO THE CURBSIDE REAR COMPARTMENT

Inside/outside access to the curbside rear compartment shall be provided as described. Width is to be determined by the location of any exterior divider and the height shall start 41" from the exterior compartment floor to interior closeout unless noted otherwise below.

!!! Upper portion on aisle side

Door style: hinged plexiglas

Note: Install a magnetic door switch to activate lighting inside compartment.

SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! Install a storage area for three 'D' bottles in the cabinet at the head of the bench. the bottles are to be accessible from the stepwell with an exterior style door with trimark handle. This will create a 'floor' inside the compartment at about interior floor level. Bottom will only be accessible from the exterior. this will pass through cabinet at head of bench and protrude into end of bench pan to include rubber strips along the bottom to hold the bottles *in place*. Bottle storage housing to be welded into compartment.

SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! Use old style bar type cushions. behind the upper cushion install an access plate, to be covered by the cushion, to access the nuts on the back sides of the shoulder belts.

INTERIOR CABINETS, FRONT

ROBINSON ROLL UP DOOR, FULL HEIGHT

A full height Robinson roll up door shall be provided. The door is to include a lift bar latch with key lock.

!!! Install a full height front roll style.

!!! This option applies to the compartment at the head of the bench.

!!! Note width of compartment/cabinet.

MODULE INTERIOR ACCESSORIES AND TRIM

I.V. HOOKS: Perko

Install Perko I.V. hook where indicated.

Locate: foot of cot

Chest of bench

Foot of bench

Chest of cot

IV HANGER, CAST PRODUCTS WITH RUBBER ARM

Cast products recessed IV hangers with rubber arms for attaching solution bags shall be installed in the designated locations.

Locate: over foot of cot

CEILING GRAB RAIL: standard (2) 2ft rails or (1) 6ft rail anti-microbial

Cabinet wall "A" will have (1) 6' rail over cot as standard.

Cabinet wall "B" will have (2) 2' rails, 1-forward and 1-to rear of CPR seat.

GRAB RAIL: additional 6ft with anti-microbial coating

Additional (6)ft long ceiling mounted stainless steel grab rail with anti-microbial coating.

Locate: curbside of ceiling per drawing

VERTICAL GRAB RAIL INSTALLATION, 2 FT. ANTI-MICROBIAL

Install 2' stainless steel grab rail with anti-microbial coating.

Locate: on angle at end of bench wall to assist with entry through side door

PATIENT DOOR GRAB RAILS: angled with anti-microbial coating

All patient access doors to have heavy duty angled stainless steel grab rails with smooth radius corners and flange mounting and anti-microbial coating.

FLOOR TRIM

Trim floor with cove molding at non rolled areas of floor.

CABINET TRIM

Trim all vertical and horizontal edges.

CEILING MATERIAL, PLATINUM WHITE ALUMINUM COMPOSITE

The standard module ceiling material shall be platinum white aluminum composite.

REAR RADIO SPEAKERS

Install two rear speakers in patient compartment.

Volume control to be integral to the rear switch panel and controlled by individual up/down momentary switches.

Locate: over rear doors

SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM

!!! Install (2) 10# abc fire extinguishers #10007995 with #10007996 vehicle mounts at final inspection. general locations are as follows:

bulkhead wall flush with floor far enough toward the stepwell so as not to interfere with the linen cabinet doors.

ss rear compartment left hand wall just above shelf to be accessible.

COT MOUNTS AND ACCESSORIES

COT MOUNT, DUAL: Stryker

Install Stryker cot mount for dual locations

Cot: styker power pro

Position: dual

SPECIAL INSTRUCTIONS, COT MOUNTS & PATIENT HANDLING

!!! Install floor mount plates for winch next to attendant's seat and provide power for transafe winch system at this location.

LIGHTBARS FRONT AND REAR

FRONT LIGHTBARS FOR 96" BODIES

LIGHT BAR: custom front

Install special front light bar.
Model: Whelen ultra freedom 55" bar with clear lens.
configure:[red rear corner][r][w][r][w][r][w][r][red rear corner]
all led

LIGHT BAR MOUNT: cab roof
Mount light bar on cab roof.
Model: selected above

ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS

WIG WAG HEADLIGHTS:
Install wig wag headlight flasher.

WHELEN M SERIES LIGHTING OPTIONS:
M4 SERIES LED, RED
whelen m4 series l.e.d. lights shall be installed in the designated locations.
Location: grille and intersection lights
Location: install (4) in grille with the lower lights inboard to form a 'v' pattern.
lens color: clear
!!! Install with appropriate housings.

M6 SERIES LED, RED
Two (2) at rear module door curb and streetside inline

M9 SERIES LED, AMBER
Whelen m 9 series l.e.d. lights shall be installed in the designated locations.
Location: over rear doors
Lens color: clear

M7 SERIES LED, RED/AMBER SIDE TO SIDE SPLIT
Whelen m7 series l.e.d. lights shall be installed in the designated locations.
Location: rear riser
Lens color: clear
!!! Lights to activate when the rear doors are opened with the ignition 'on' only.

M7 SERIES LED, RED/WHITE SIDE TO SIDE SPLIT
Whelen M7 series L.E.D. lights shall be installed in the designated locations.
Location: over rear wheelwells
Lens color: clear

M9 SERIES LED, AMBER
Whelen M9 series L.E.D. lights shall be installed in the designated locations.
Location: rear at window level
Lens color: clear

M9 SERIES LED, RED
Whelen M9 series L.E.D. lights shall be installed in the designated locations.
Location: curbside streetside

upper corners rear face
Lens color: clear

SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS

!!! Flash pattern to duplicate all units
!!! Program to allow flash patterns to be changed via wiring located in the electrical cabinet.
!!! Program the m7 lights in the rear riser to activate in primary and with the rear doors open and the ignition 'on'.
!!! Program so that the only lights to shut off in secondary are the white lights in the front lightbar.

AUDIBLE EMERGENCY WARNING SYSTEMS

AIR HORN: medium duty chassis

The chassis shall have air horns installed from the chassis manufacturer. The air horns shall use the chassis air system. The air horns can only be activated when the vehicle is in gear.
trumpet locate: sides of hood
activate: oem horn ring and button on passenger side of console,
!!! No pull lanyard.
!!! Disconnect and remove oem under body frame mounted horn.

SIREN: 295SLSC1

Specified siren to be:

WHELEN WS295SLSC1

SIREN INSTALL:

The siren listed above shall be supplied and mounted as defined.

SPEAKERS, SA3803

Install SA3803 siren speakers.

SPEAKER INSTALL: bumper

Speaker Selections (Bumper Installed)

LIGHTS

KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR)

Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.

LED EXTERIOR COMPARTMENT LIGHTING

All exterior compartments will be lighted with LED strip lighting. A vertical strip will be installed inside both sides of each compartment. The lights shall be directed toward the back of the compartment.

Note: All strips to be full length of compartment.

ICC MARKER LIGHTS

LED ICC marker lights shall be installed.

M9 SERIES LED SCENE LIGHT

Install Whelen M9 series LED side scene lights.

Locate: (2) per side

(2) over rear doors

TAIL LIGHTS, M6 SERIES

Whelen M6 series brake/tail, amber arrow turn and backup lights to be installed in the selected location.

Locate: vertical stack above riser per drawing

ELECTRICAL POWER GROUP**MULTIPLEX ELECTRICAL SYSTEM:**

Install the Multiplex / Solid State electrical system.

BATTERY SWITCH: std. operation

The "Master" battery switch shall switch battery power "on" and "off" to the ambulance body and conversion added electrical circuits only. All OEM chassis electric's, (headlights, ignition, keep alive) shall remain wired "hot" and have no ability to be switched "off", and provide circuit function as provided by the chassis manufacturer.

Note: do not modify oem battery switch unless stated below.

!!! switch to not cut power to the chassis.

INVERTER INSTALL OPTIONS:**INVERTER: 20-1000TUL interface**

Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.

!!! Include switch and install status panel in the inhalation area per drawing.

CHARGER/POWER SUPPLY: 45 AMP

Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the standard shoreline inlet.

110V INTERIOR OUTLET

Two 110V interior outlets are provided as standard on all models. The standard locations are in the inhalation area and the wall over the squad bench. Additional outlets are to be specified as to their location.

Locate: inhalation area

Locate: crash restraint cabinet at head of bench
(surface mount)

Locate: passenger side of rear extension of console

Locate: wall over bench

Locate: rearward end of cabinet below inhalation

!!! Install a 1" diameter hole in rearward end of inhalation

counter/cabinet through the avonite tray to access outlet in cabinet below counter.

!!! See drawing

INTERIOR 12VDC OUTLETS: cigarette lighter type

12 volt outlets to use cigarette lighter style connectors.

Locate: inhalation area

Locate: crash restraint cabinet at head of bench
(surface mount)
Locate: passenger's side of console, forward end 3" up from floor
Configure: "hot" at all times.

SHORELINE: 20 amp eject

Install a 20 amp Kussmaul auto ejection shoreline receptacle.
Include a dynamic disconnect.
Locate: streetside module body
!!! Wire (1) to interior 110v heater
!!! Wire (1) to all other 110v requirements inside vehicle plus block heater.
!!! Label battery charger & heater
!!! Note: inspection to check 110v heater dedicated shoreline with heater on. check with amp clamp and record results for customer inspection.

WIRE ENGINE BLOCK HEATER:

Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.

EXTRA 12VDC CIRCUIT BREAKER:

An extra circuit breaker shall be installed.
!!! 15 amp breaker.

SWITCH PANEL MOUNT:

Switch panel to be flush mounted in upper face of console.

LIGHT PROGRAMMING: side rear scene

The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.

LIGHT PROGRAMMING: right side scene

The right side scene lights shall come "on" when the side patient door is opened.

LIGHT PROGRAMMING: load light

The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.

LIGHT PROGRAMMING: modular disconnect timer

The module disconnect shall be wired to automatically shut-down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.

Time out: 5 min.

Configure: Do not time out if shoreline is plugged in

PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM

Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.

LIGHT PROGRAMMING: park brake

A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.

Configure: wire alarm to activate with red flasher circuit

REPORT LIGHT:

A report light shall be located at the action wall to light the counter area

!!! Do not install when psc0cdcr led strip-lite. Do not install at an

angle. mount flush and as far out toward the edge of the cabinet as possible.

CLOCK: aircraft

An aircraft style back lighted clock with sweep second hand shall be installed. The clock shall include a hinge for easy access to changing the time or battery.

Locate: over rear doors

STEP WELL LIGHT:

Install one step well light for the right side patient door. Light to come on when door is opened.

!!! Right side of stepwell ilos. use tecniq led ilos.

LAMP TIMER: programmable

Install an electronic momentary touch timer switch where specified.

The switch will enable time limited operation of the below listed lights, with the battery switch in the off position.

Locate: bulkhead wall inside side access door

curbside riser in panel with dump switch

light(s) controlled: durolumens

set elapsed time for 5 minutes

Note: Use new 3-switch panels. Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.

NORCOLD REFRIGERATOR

Install a Norcold NR740BB-H 12V refrigerator in the location noted below.

Locate: linen cabinet below electronics.

Note: install behind a perforated aluminum door. door to have welded corners. install two customer-supplied locks. note that holes for locks to be prepunched and located so as to allow the arms to reach to latch. ship loose the two keys that come with the two customer-supplied locks.

!!! Install a drain line for the refrigerator.

!!! Install dedicated battery hot power to refrigerator inside cabinet where it is installed.

PATIENT CEILING DOME LIGHT LENS: Concept Style

Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling.

Note: light over head of bench and light over the attendant's seat to be on separate switch

LIGHT PROGRAMMING: cab light control

The following lights shall be controlled as followed in addition to the standard modes of operation;

A switch on the front control panel can be toggled to turn off the defined lights, should they be on.

The switch can also be toggled to turn on the defined lights, should they be off.

The defined lights shall reset to normal operational programming should a patient access door be opened, or if the master battery switch is switched off, than on again.

Lights: patient dome lights

Lights: led patient ceiling lights

SPOT LIGHT: hand held

Install an Optronics 400,000 CP hand held spotlight with momentary

switch in the location noted below.

Locate: install in a carpet covered aluminum pocket attached to the rear of the radio console. use 12v plug-in style.

SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING

!!! Install (3) rom durolumen led lights in place of fluorescents. space evenly in patient compartment ceiling.

HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT

CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT

The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. requires vertical mounting of a custom combo unit. unit will use (1) #10008973, 3-ply filter.

Note: unit to have standard seatbase. heat/ac will still be located in the bottom of the linen cabinet.

HEAT/AC SYSTEM-COMPRESSOR & CONDENSOR, NAVISTAR, FACE

Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the Navistar 4300. Unit is to include 3-ply replaceable carbon filters at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466.

Install an external condenser on a 16" wedge mount on the front face of the body.

previous vehicle had the condenser fans wired through the high pressure switch. Do not wire these vehicles in that manner. Wire to duplicate the escambia vehicles

All hoses are to have standard 'easy clip' fittings and are to be installed in protective loom.

AC hoses are to run from the lower left portion of the #2 compartment, up and over the top of the vertical cabinet behind the attendant's seat, to the front condenser.

Install an access panel on the front wall of the vehicle to service fittings.

Reduce the use of fittings as much as possible.

Install an auxiliary receiver-dryer in this system.

System is to include a second compressor.

!!! Leave some slack in the ac lines. do not pull too tight. Also note pressure switch to receiver/dryer.

PERKO POWER VENT

Install a Perko power vent. Use existing ceiling plate and vent to outside of modular body.

PERKO STATIC VENT

Install a Perko static vent. Use existing ceiling plate and vent to outside of modular body.

ELECTRIC HEATER:

A Dayton 110 volt electrical heater shall be installed in the patient area and shall be wired to the vehicle shoreline.

!!! Install in the rear face of the bench pan. install a closeout over the back of the heater inside bench.

CAB CONSOLE AND COMMUNICATIONS

ANTENNA COAX 1:

An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled.

Exterior termination: front center of module roof

Interior termination: attendant seat base

!!! Install customer supplied cable, mount, and "vhf" antenna

RADIO CABLE PULL WIRE

A standard pull wire for radio installation shall be installed from behind the driver's seat to behind the inhalation panel. Wire is to run in a 3" conduit.

FRONT CONSOLE:

A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls.

!!! Install custom console per attached drawing.

!!! Rear portion to be open with no slots or dividers.

!!! Install (2) cup holders per drawing and seal bottoms against leakage.

!!! Install a .250" aluminum reinforcement plate on the inside of console per drawing for attachment of laptop mounting bracket. this is located on the curbside forward area. install a customer-supplied computer bracket in this location.

!!! Duplicate of previous vehicles. Bolt down and secure to the floor for no movement.

RADIO HEAD PRE-CUT: front

Cut out control console for radio head(s).

Customer supplied

RADIO HEAD PRE-CUT: rear

Cut out rear action panel for radio head(s).

Customer supplied

RADIO CABLE INSTALL: customer supplied

Customer supplied radio cables will be installed during the vehicle construction. Cables to be tagged and marked at each end to identify their installed location. All cables shipped to manufacturer must have the vehicle production number clearly marked on the shipping package, and delivered prior to or at time of modular pre-wire.

!!! (1) From front console to below the attendant's seat.

(1) From inhalation area to below attendant's seat.

RADIO POWER/GROUND:

Install 6 gauge cable to positive and ground studs for radio power.

!!! Install (1) battery hot and (1) battery switched in attendant seat base

!!! Install (1) battery switched power and ground inside of front console *and one continuous "hot" 12 volt*

SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS

!!! Install (1) customer supplied speaker and 1-hand set. speaker to go above passthrough window as high up as possible. handset is to mount on the right hand wall of action area per previous units.

!!! Install remainder of radio equipment under the attendant's seat and provide vented access door per previous units.

OXYGEN AND SUCTION

OXYGEN BOTTLE MOUNT, VERTICAL TRACK FOR QRM-V

Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the compartment in the right hand corner. The O2 bottle mount is adjustable for "M" or "H" size tanks.

OXYGEN BOTTLE, CYLINDER BRACKET: Zico

zico qrm-v oxygen bracket shall be installed.

locate: standard location

tank size: "m" or 'h'

OXYGEN OUTLETS, STANDARD

Two oxygen outlets shall be provided as standard and shall be located in the inhalation panel.

OXYGEN OUTLET: additional

Install additional oxygen outlet(s).

locate: Forward end of bench cabinet

ADAPTER TYPE: Ohio Diamond II

Oxygen outlets to be Ohio Diamond II.

FLOWMETER:

Supply dial type flowmeter

OXYGEN WRENCH:

Install oxygen wrench in oxygen compartment. Mount secure so not left hanging. Mount with length of chain or cable so not removable

VACUUM OUTLET: Inhalation wall

A single vacuum panel shall be installed in the inhalation area. The outlet shall be of the same style as the oxygen system and hooked to the onboard vacuum pump.

ASPIRATOR: RS-4X disposable

Install Rico RS-4X aspirator

VACUUM PUMP:

Install 12vdc electric suction pump

LETTERING:

4" SHADED SCOTCHLITE LETTERING

Lettering to be included.

Color: Gold Scotchlite with black outline/shade

style: Helvetica

!!! Unit id number is 'XX' (do not install on plates)

LETTERING REQUIRED ON CURBSIDE OF BODY

Lettering shall be installed on the curbside of the body. This lettering shall meet the requirements listed below.

"Escambia County" (new artwork)

"EMS" (upper portion of side entry door)

!!! Unit id numbers are 'XX' (do not install on plates)

LETTERING REQUIRED ON FRONT OF VEHICLE

Lettering shall be installed on the front of the vehicle. This lettering shall meet the requirements listed below.

"Ambulance" (mirror image on windshield)

"EMS" sized to fit, upper drivers side

!!! Unit id numbers are 'XX' (do not install on plates)

LETTERING REQUIRED ON REAR OF VEHICLE

Lettering shall be installed on the rear of the vehicle. This lettering shall meet the requirements listed below.

"Dial 911" (on rear doors above windows)

"Buckle Up" (on rear doors below windows)

"Keep Back" (bottom of rear doors below stripe)

"300 feet" (size to fit)

"EMS" (upper left rear corner of vehicle)

!!! Unit id numbers are 'XX' (do not install on plates)

STAR OF LIFE 36: (each)

Install 36" star of life.

Locate: ROOF

DOOR REFLECTORS

Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally

LETTERING REQUIRED ON STREET SIDE OF BODY

Lettering shall be installed on the street side of the body. This lettering shall meet the requirements listed below.

"Escambia County" (new artwork)

"EMS" (upper portion of forward compartment door)

!!! Unit id numbers are 'XX' (do not install on plates)

Factory Pickup and Transportation

Fuel, Tags, Etc.

Allowance for fuel, tags and administrative

Allowance for vehicle pickup, transportation and drivers fee.

!!! Delivery to Escambia county EMS.

Posting Date	Friday, May 29, 2015
Due Date for Offers	Monday, June 29, 2015
Depart. Contact	Mike Weaver, Director Public Safety
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.022 Public Safety Vehicle Purchase - #2 – Two (2) EMERGENCY MEDICAL VEHICLE, Navistar 4300 Series Chassis or Direct Equivalent with complete installation of Emergency Medical Module/equipment

Offers for the sale of vehicle meeting the specifications for VE14-15.022 Public Safety Department Vehicle Purchase #2 as listed will be accepted until 5:00 pm on Monday, June 29, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number VE14-15.022 Public Safety Department Vehicle Purchase #2 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



State of Ohio STS 233 Ambulance Pricing - Horton Emergency Vehicles

DATE: XXXXXXX

Customer: ESCAMBIA COUNTY EMS

Address: 6575 NORTH 'W' ST

City: PENSACOLA

State: FL

Zip: 32505

Contact: PAT KOSTIC

Phone: _____

Fax: _____

Email: _____

CONSOLIDATED PRICING SUMMARY

SCHEDULE "A" PRICING

Base Model Selected: \$188,720.00

Total AMBULANCE Options Selected from Listed Horton Ambulance Option Group: \$23,767.55

Total REMOUNT Options Selected from Listed Horton Remount Option Group: \$0.00

Chassis rebate/discount or customer provided chassis, if applicable (Option #P100/P101): \$0.00

Chassis change cost difference (Option #P102): \$0.00

Trade-In Allowance (Option #P200): \$0.00

Total for above Listed Base Model and Listed OHIO STS options - Schedule 'A' Purchase order #1: \$212,487.55

SCHEDULE "B" PRICING

Total for Unlisted options per attached pricing breakdown - Schedule 'B' Purchase order #2: \$3,516.45

GRAND TOTAL - VEHICLE PRICE (A&B Pricing Schedules): \$216,004.00

CONSOLIDATED PRICING SUMMARY AND OPTION SELECTION IS VERIFIED AND AGREED TO BY:

Customer Representative (signature) _____

Horton Sales Representative (signature) _____

Printed Customer Name _____

Printed Sales Representative Name _____

Date: _____

Date: _____

Delivery: Approximately 210-240 Days after receipt of order at Horton Emergency Vehicles Company

NOTE: PLEASE ATTACH ORIGINALS OR COPIES OF PURCHASE ORDER(S) TO THIS FORM TO VALIDATE ORDER

Contract Type: Ambulances & Related Accessories
 Index #: STS233
 Schedule Number: 800330
 Expiration Date: 12/31/2018
 Manufacturer: Horton Emergency Vehicles Company

AVAILABLE HORTON MODELS (Custom Models Page 2, Packaged & Pre-Engineered Models Page 3 and Remount Projects Page 4&5)



CUSTOM AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
0	2016	453 Type I	Ambulance, <u>Forst</u> 164.8" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>145"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u> , with air ride	\$152,992.00	\$0.00
0	2015	453 Type 3	Ambulance, <u>Forst</u> 156" wheel base E-350 Super Duty (<u>Gasoline Engine</u>), <u>145"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$128,020.00	\$0.00
0	2015	457 Type I	Ambulance, <u>Forst</u> 161.8" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$164,940.00	\$0.00
0	2015	603 Type I	Ambulance, <u>Forst</u> 166" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$157,061.00	\$0.00
0	2015	623 Type I	Ambulance, <u>Forst</u> 166" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$160,107.00	\$0.00
0	2015	533 Type 3	Ambulance, <u>Forst</u> 156" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>163"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$133,301.00	\$0.00
0	2015	553 Type 3	Ambulance, <u>Forst</u> 156" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$136,508.00	\$0.00
0	2015	623 Type I	Ambulance, <u>Forst</u> 162" wheel base F-650 (4x2) Super Duty (<u>Diesel Engine</u>), <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$177,207.00	\$0.00
0	2014	553 Type 3	Ambulance, <u>Chevy/GMC</u> 159" wheel base G-4500 Cutaway, <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (Model Includes heated Velvac mirrors)	\$145,755.00	\$0.00
1	2015	603 Type I	Ambulance, <u>International</u> 165" wheel base 4300LP (4x2) cab/chassis, <u>162"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$168,720.00	\$168,720.00
0	2015	623 Type I	Ambulance, <u>International</u> 176" wheel base 4300LP (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$188,315.00	\$0.00
0	2015	623 Type I	Ambulance, <u>International TerraStar (4x2)</u> 163" wheel base SFA cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$174,443.00	\$0.00
0	2014	623 Type I	Ambulance, <u>Kenworth (4x2)</u> 176" wheel base T300 cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$191,528.00	\$0.00
0	2014	603 Type I	Ambulance, <u>Freightliner</u> 169" wheel base M2 (4x2) cab/chassis, <u>162"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$181,902.00	\$0.00
0	2014	623 Type I	Ambulance, <u>Freightliner</u> 176" wheel base M2 (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$181,910.00	\$0.00
0	2015	457 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 168.5" wheel base cab/chassis, <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$155,475.00	\$0.00
0	2015	623 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 192" wheel base cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$168,638.00	\$0.00

BASE MODEL PRICE OF CUSTOM AMBULANCE AS SELECTED ABOVE:

\$168,720.00



PACKAGED AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
0	2015	300S SERIES	Ambulance, <u>Ford</u> , 155" wheel base F-350 (4x2) Super Duty (<u>Diesel Engine</u>), 149" modular body, Horton Packaged LE Series (4 Exterior Compartments) NON-WALK THROUGH	\$136,863.00	\$0.00
0	2015	300S SERIES	Ambulance, <u>Ford</u> , 138" wheel base E-350 Super Duty (<u>Gasoline Engine</u>), 149" modular body, Horton Packaged LE Series (4 Exterior Compartments) WALK THROUGH	\$126,190.00	\$0.00
0	2014	300S SERIES	Ambulance, <u>Chevrolet/GMC</u> , 139" wheel base 3500 out-a-way chassis (<u>Diesel Engine</u>), 149" modular body, Horton Packaged LE Series (4 Exterior Compartments) WALK THROUGH	\$134,068.00	\$0.00
0	2015	300L SERIES	Ambulance, <u>Ford</u> , 168" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), 169" modular body, Horton Packaged LE Series (6 Exterior Compartments) WALK THROUGH	\$134,673.00	\$0.00
0	2014	300L SERIES	Ambulance, <u>Chevrolet/GMC</u> , 159" wheel base 4500 out-a-way chassis (<u>Diesel Engine</u>), 169" modular body, Horton Packaged LE Series (6 Exterior Compartments) WALK THROUGH (Model includes heated Valvac mirrors)	\$143,238.00	\$0.00

BASE MODEL PRICE OF 'PACKAGED AMBULANCE' AS SELECTED ABOVE: **\$0.00**

(Note that only a select few options from AMBULANCE OPTIONS found in the Custom Group are available with models found in the 300 Series Packaged Group)

(The above 300 Series includes the following standardized features and no changes to these features are allowed on this model):

Interior cabinet and exterior compartment designs
 2-bolt mounting system between body and chassis
 Basic sound deadening package on module body (tubes not spray foamed or no interior Dolphin spray)
 Aluminum Composite interior cabinets, risers and walls, rather than all-aluminum fabricated

See Sales Representative For Limited Options Available On This Series

PRE-ENGINEERED (PE) AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
0	2015	553-PE	Ambulance, <u>Ford</u> , 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), with wheel simulators, 169" modular body, Horton Pre-Engineered LE Series (6 Exterior Compartments) WALK THROUGH	\$136,559.00	\$0.00
0	2015	603-PE	Ambulance, <u>Ford</u> , 189" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), with OEM steel wheels, 187" modular body, Horton Pre-Engineered LE Series (6 Exterior Compartments) NON-WALK THROUGH and with Liquid Spring Suspension	\$158,076.00	\$0.00

BASE MODEL PRICE OF 'PRE-ENGINEERED AMBULANCE' AS SELECTED ABOVE: **\$0.00**

(Note that only a select few options from AMBULANCE OPTIONS found in the Custom Group are available with models found in the Pre-Engineered Group)

(The above PE Series includes the following standardized features and no changes to these features are allowed on this model):

Interior cabinet and exterior compartment designs
 2-bolt mounting system between body and chassis
 Basic sound deadening package on module body (tubes not spray foamed or no interior Dolphin spray)
 Aluminum Composite interior cabinets, risers and walls, rather than all-aluminum fabricated

See Sales Representative For Limited Options Available On This Series



REMOUNTED AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
0	2015	Remount 1	Ambulance, <i>Ford F-450 Super Duty (Gasoline Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HEAT/AC SYSTEM ON MODULE INCLUDES SINGLE PAINT STRIPE ON CAB INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$68,994.00	\$0.00
0	2014	Remount 2	Ambulance, <i>Chevy/GMC G-4500 cutaway (Duramax Diesel Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HEAT/AC SYSTEM ON MODULE INCLUDES SINGLE PAINT STRIPE ON CAB NEW VELVAC HEATED MIRRORS INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$96,469.00	\$0.00
0	2015	Remount 3	Ambulance, <i>Ford F-450 Super Duty (Diesel Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (500 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR INCLUDES SINGLE PAINT STRIPE ON CAB NEW MONROE AIR RIDE SYSTEM NEW UREA FILL SYSTEM (If Required) INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$112,516.00	\$0.00



REMOUNTED AMBULANCE GROUP (Cont.)

0	2014	Remount 4	Ambulance, <u>Dodge 4500 cab/chassis (Diesel Engine)</u> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech Installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$112,652.00	\$0.00
<u>Remount Includes:</u>					
NEW BODY MOUNTS					
NEW CAB TO BODY SEAL					
NEW LED GRILL LIGHTS (800 SERIES)					
NEW LED INTERSECTION LIGHTS (700 SERIES)					
SWAP LIGHT BAR IF NEEDED					
NEW CAB RUNNING BOARDS					
NEW CAB WIRING HARNESS					
NEW SIREN SPEAKERS					
NEW WHEEL SIMULATORS					
NEW MUD FLAPS					
NEW EXTERIOR COMPARTMENT DOOR SEALS					
NEW HVAC PATIENT AREA EVAPORATOR					
INCLUDES SINGLE PAINT STRIPE ON CAB					
NEW MONROE AIR RIDE SYSTEM					
NEW UREA FILL SYSTEM (If Required)					
INCLUDES NEW CONSOLE AND CONSOLE EXTENSION					
0	2015	Remount 5	Ambulance, <u>Navistar 4300LP (Diesel Engine)</u> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech Installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$130,343.00	\$0.00
<u>Remount Includes:</u>					
NEW BODY MOUNTS					
NEW CAB TO BODY SEAL					
NEW LED GRILL LIGHTS (800 SERIES)					
NEW LED INTERSECTION LIGHTS (700 SERIES)					
SWAP LIGHT BAR IF NEEDED					
NEW CAB RUNNING BOARDS					
NEW CAB WIRING HARNESS					
NEW SIREN SPEAKERS					
NEW WHEEL SIMULATORS					
NEW MUD FLAPS					
NEW EXTERIOR COMPARTMENT DOOR SEALS					
NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location)					
INCLUDES SINGLE PAINT STRIPE ON CAB					
EXHAUST ROUTING PER EXISTING UNIT					
INCLUDES NEW CONSOLE AND CONSOLE EXTENSION					
0	2015	Remount 6	Ambulance, <u>International TerraStar (Diesel Engine)</u> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech Installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$128,151.15	\$0.00
<u>Remount Includes:</u>					
NEW BODY MOUNTS					
NEW CAB TO BODY SEAL					
NEW LED GRILL LIGHTS (800 SERIES)					
NEW LED INTERSECTION LIGHTS (700 SERIES)					
SWAP LIGHT BAR IF NEEDED					
NEW CAB RUNNING BOARDS					
NEW CAB WIRING HARNESS					
NEW SIREN SPEAKERS					
NEW WHEEL SIMULATORS					
NEW MUD FLAPS					
NEW EXTERIOR COMPARTMENT DOOR SEALS					
NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location)					
INCLUDES SINGLE PAINT STRIPE ON CAB					
EXHAUST ROUTING PER EXISTING UNIT					
INCLUDES NEW CONSOLE AND CONSOLE EXTENSION					

BASE MODEL PRICE OF REMOUNTED AMBULANCE AS SELECTED ABOVE:

\$0.00



**AMBULANCE OPTIONS APPLICABLE TO THIS PROJECT ARE SHOWN
AS A SELECTED QUANTITY, WITH PRICE NOTED IN EXTENDED COLUMN**

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>BODY OPTIONS (A)</u>				
0	A01	<u>BODY DROP, CURBSIDE WITH TWO STEP ENTRY</u> (standard in various models) or <i>STREET SIDE</i> The curbside skirt, forward of the rear wheel well shall be dropped 3 inches. Two integral aluminum diamond plate steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.	\$658.83	\$0.00
0	A02	<u>ENERGY ABSORBING FLIP UP REAR STEP (Not available on Ford E Series or Terraster chassis)</u> The rear bumper shall be rated to take a 5 MPH hit with no damage to the body.	\$959.18	\$0.00
0	A03	<u>SCBA MOUNTING PLATE IN ANY EXTERIOR COMPARTMENT</u> Install a .250" thick aluminum plate finished on a dual action sander and installed on adjustable shelf track for the purpose of mounting customer-supplied SCBA brackets	\$330.49	\$0.00
7	A04	<u>ADD SHELF, EXTERIOR COMPARTMENT</u> Install shelf in exterior compartment. Includes shelf matting and a tight under the shelf.	\$177.63	\$1,243.39 ✓
1	A05	<u>FIXED DIVIDER, EXTERIOR COMPARTMENT</u> Install fixed divider in designated compartment	\$244.37	\$244.37 ✓
0	A06	<u>FIXED DIVIDER FOR ELECTRICAL, EXTERIOR COMPARTMENT</u> Install fixed divider in designated compartment for storage Horton electrical components	\$113.04	\$0.00
1	A07	<u>EXPANDED METAL CAGE FOR PROTECTION OF ELECTRICAL EQUIPMENT</u> install fixed divider in designated compartment for storage Horton electrical components	\$59.21	\$59.21 ✓
0	A08	<u>DIAMOND PLATE CLOSE-OUT FOR INTERIOR CABINET SEPARATION</u> Install fixed divider in designated compartment for storage Horton electrical components	\$102.27	\$0.00
0	A09	<u>ADJUSTABLE DIVIDER, EXTERIOR COMPARTMENT</u> Install adjustable divider with Velcro strap.	\$330.49	\$0.00
0	A10	<u>RECESSED STAIR CHAIR POCKET</u> The interior door pan of a designated exterior door shall include a recessed diamond plate pan for a stair chair.	\$160.40	\$0.00
0	A11	<u>SWEEP OUT COMPARTMENT FLOOR</u> The designated exterior compartment to include a sweep out floor.	\$152.87	\$0.00
0	A12	<u>INSTALL RUBBER LINE BACKBOARD RETENTION SLOTS (EACH)</u>	\$110.88	\$0.00
0	A13	<u>RETAINING STRAP</u> A ROK or Velcro retaining strap(s) shall be installed in designated areas	\$29.07	\$0.00
0	A14	<u>WHEEL WELL COMPARTMENT, STREET SIDE OR CURBSIDE</u> Clear Door Opening: 35" wide x 8" high Actual Compartment: 36" wide x 6" high x 21" deep A compartment shall be installed above the street side curbside wheel well. The compartment shall be accessed through a hinge down door. A slide-out tray shall be installed in the compartment and shall be capable of carrying a minimum of 250 lbs. The tray shall lock in both the in and out position.	\$1,020.55	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>BODY OPTIONS (A) (Cont.)</u>				
2	A15	<u>COMPARTMENT SIZE MODIFICATION</u> The standard compartment height or width to be modified.	\$921.51	\$1,843.01 ✓
0	A16	<u>COMPARTMENT ADDITION</u> An exterior compartment shall be added to the standard compartment design on the model selected	\$1,291.83	\$0.00
0	A17	<u>RELOCATE HORTON ELECTRICAL COMPONENTS</u> The location of the exterior position electrical components shall be moved to a separate compartment located above the Oxygen cylinder compartment (cost includes compartment size modification)	\$1,728.90	\$0.00
1	A18	<u>COMPARTMENT MATTING: MATAFLEX</u> All exterior compartments shall be equipped with color coordinated MATAFLEX flooring. Color to be determined by customer.	\$429.53	\$429.53 ✓
0	A19	<u>INCREASE or DECREASE INTERIOR HEADROOM</u> The standard of headroom of 72" to be increased or decreased in 2" increments (price per inch)	\$203.46	\$0.00
0	A20	<u>RECESSED, POCKETED REAR STEP (Not available on Ford E Series or Terrastar chassis)</u> The rear step shall flip up and into a pocket in the vertical diamond plate riser so it is flush.	\$526.42	\$0.00
1	A21	<u>CAST PRODUCTS RECESSED LICENSE PLATE HOLDER</u>	\$164.71	\$164.71 ✓
0	A22	<u>GRIP STRUT IN SIDE ENTRY DOOR STEP WELL</u>	\$164.71	\$0.00
0	A23	<u>CHANGE EXTERIOR COMPARTMENT MATERIAL FROM DIAMOND PLATE TO DA FINISH FLAT ALUMINUM (each)</u>	\$403.70	\$0.00
1	A24	<u>DELETION OF 'CRAWL THROUGH'/'WALK-THROUGH MODIFICATION</u> The modification of the back of the chassis cab to access the patient area shall be deleted on select custom models, except for Type 3 units. A 'Pass Through' opening shall be provided.	(\$2,045.40)	(\$2,045.40) ✓

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>PAINT AND STRIPE OPTIONS (B)</u>				
0	B01	<u>PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE (ALL MEDIUM DUTY STYLE CHASSIS))</u> The chassis cab shall be painted with the following special paint color and paint code: To be determined by customer	\$2,500.77	\$0.00
0	B02	<u>PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE (ALL OTHER NON MEDIUM DUTY TYPE))</u>	\$1,445.77	\$0.00
0	B03	<u>PAINT MODULAR BODY (OTHER THAN STANDARD WHITE AND ON NEW UNIT ONLY, NOT REMOUNTS)</u> The modular body shall be painted with the following special paint color and paint code: To be determined by customer	\$538.26	\$0.00
0	B04	<u>STRIPE BOTTOM HALF</u> The bottom half of the modular body shall be painted with the following special paint color and paint code: To be determined by customer	\$1,599.72	\$0.00
0	B05	<u>PAINT ROOF OF BODY DIFFERENT COLOR FROM OVERALL COLOR</u>	\$1,599.72	\$0.00
0	B06	<u>STRIPE, 8 INCH BELTLINE - SCOTCHLITE</u>	\$980.72	\$0.00
0	B07	<u>STRIPE, 8 INCH BELTLINE - PAINT</u>	\$1,426.40	\$0.00
0	B08	<u>STRIPE, HORTON FLYING 'H' STYLE</u>	\$1,685.84	\$0.00
0	B09	<u>STRIPE, HORTON 523 STYLE</u>	\$2,860.33	\$0.00
0	B10	<u>ADDITIONAL SCOTCHLITE STRIPE, PER 1 INCH HEIGHT</u> An additional Scotchlite stripe shall be applied to the vehicle. Price is for each 1 inch high segment.	\$174.40	\$0.00
0	B11	<u>2-COLOR DIAMOND GRADE CHEVRON (BELOW STRIPE)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned below the body stripe.	\$947.55	\$0.00
0	B12	<u>2-COLOR DIAMOND GRADE CHEVRON (OUTBOARD OF DOORS)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned outboard of the rear doors.	\$1,345.66	\$0.00
0	B13	<u>2-COLOR DIAMOND GRADE CHEVRON (ENTIRE REAR OF BODY)</u> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned on the entire rear of the vehicle.	\$1,614.79	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>INTERIOR PLEXIGLAS, DOOR AND COUNTERTOP OPTIONS (C)</u>				
0	C01	<u>SOLID SURFACE DOORS, INTERIOR CABINET (Price is each door)</u> The hinged cabinet door shall be constructed of SOLID SURFACE. All corners and edges to be radiused.	\$227.15	\$0.00
2	C02	<u>SOLID SURFACE COUNTERTOP (Price is each counter top)</u> Install SOLID SURFACE countertop in lieu of standard stainless steel. The joint of the vertical surface and horizontal lip shall have a radiused, covered appearance and there shall be no visible seams.	\$538.26	\$1,076.53 ✓
0	C03	<u>FRAMED DOORS WITH PLEXIGLAS INSERTS, INTERIOR CABINET (Price is each door)</u> The hinged cabinet door shall be constructed of framed Plexiglas.	\$227.15	\$0.00
0	C04	<u>MIRRORIZED STAINLESS STEEL INHALATION WALLS</u>	\$443.53	\$0.00
0	C05	<u>MIRRORIZED STAINLESS STEEL INHALATION PANEL</u>	\$610.39	\$0.00
0	C06	<u>STAINLESS STEEL INHALATION WALLS (NON POLISHED OR MIRRORIZED)</u>	\$191.62	\$0.00
0	C07	<u>STAINLESS STEEL INHALATION PANEL (NON POLISHED OR MIRRORIZED)</u>	\$435.99	\$0.00
<u>INTERIOR COLOR AND MATERIALS OPTIONS (D)</u>				
0	D01	<u>CUSTOM FLOOR</u> A flooring material other than standard shall be installed in the patient module.	\$110.88	\$0.00
0	D02	<u>STAINLESS STEEL RISER, MAIN CABINET WALL</u> Install stainless steel on cabinet wall riser.	\$199.16	\$0.00
0	D03	<u>STAINLESS STEEL RISER, BENCH WALL</u> Install stainless steel on bench riser wall.	\$199.16	\$0.00
0	D04	<u>INTERIOR UPGRADE: CARBON FIBER</u> All interior door panels, inhalation panel and chassis console faceplate to be finished with Carbon Fiber material (selection of colors).	\$1,345.66	\$0.00
0	D05	<u>INTERIOR UPGRADE: CG TECH</u> All interior walls, door panels and inhalation panel to be finished with CG Tech material (selection of colors). The risers and lower access door panels are to be covered in brushed stainless steel.	\$699.74	\$0.00

Quantity	Option code	Description	Price	Extended
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E)</u>				
-1	E01	<u>I.V. HOOKS, CAST RUBBER, ADDITIONAL BEYOND STANDARD TWO</u> Install additional Cast Products recessed I.V. hooks in ceiling. Hooks are installed into aluminum mounting plates and are to be fabricated from flexible rubber.	\$99.04	(\$99.04) ✓
4	E02	<u>I.V. HOOKS, PERKO CLIPS (EACH)</u>	\$19.38	\$77.51 ✓
0	E03	<u>COT WHEEL FLOOR PLATES, FULL WIDTH</u> Install full width stainless steel cot wheel plates.	\$104.42	\$0.00
0	E04	<u>DELETE STANDARD FERNO OR STRYKER COT MOUNT</u> Note: requires selecting Stat Trac option below	(\$856.91)	\$0.00
0	E05	<u>FERNO WASHINGTON STAT TRAC COT MOUNT SYSTEM</u> Install the Ferno Washington Stat Trac system in lieu of standard cot mounts.	\$1,581.42	\$0.00
0	E06	<u>PROVIDE, STRYKER POWER LOAD #6390 COT MOUNT (any applicable options not included)</u> A Horton provided Stryker #6390 Power-Load cot mount (without any applicable options) shall be included (<i>Installation charge below must be selected as it is not included in this option</i>)	\$24,114.19	\$0.00
0	E07	<u>INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL</u> The installation, including wiring shall be provided for a customer provided Stryker #6390 Power-Load cot mount system.	\$1,291.83	\$0.00
0	E08	<u>INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD "MASS CASUALTY" FLOOR PLATE ON SELECTED MODEL</u>	\$217.46	\$0.00
0	E09	<u>INSTALL, UNDER-FLOOR PLATES ONLY FOR STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL</u> Under-floor plates are to be installed for later addition of a Stryker #6390 Power-Load cot mount system.	\$425.00	\$0.00
0	E10	<u>INSTALL, CUSTOMER PROVIDED FW #601 ICS CHARGING SYSTEM FOR COT MOUNT</u> The installation, including wiring shall be provided for a customer provided FW #601 ICS charging system.	\$457.52	\$0.00
1	E11	<u>COT SAFETY HOOK</u>	\$32.30	\$32.30 ✓
0	E12	<u>SUPPLY FW 28 COT</u>	\$4,999.00	\$0.00
0	E13	<u>SUPPLY FW 28Z COT</u>	\$5,850.00	\$0.00
0	E14	<u>SUPPLY FW 8159573 LOWER TRAY</u>	\$232.58	\$0.00
0	E15	<u>SUPPLY FW 822137 FLIP OUT HANDLES</u>	\$337.87	\$0.00
0	E16	<u>SUPPLY FW 0822178 SOFTNET, O2 HOLDER, POUCH</u>	\$194.30	\$0.00
0	E17	<u>DELETE WINDOW GLASS WITH PRIVACY TINT</u> All patient windows shall have standard tinted glass unless otherwise specified. The windows shall meet FMVSS glazing standards. No films are to be used.	(\$185.16)	\$0.00
0	E18	<u>ELECTRONIC PRIVACY WINDOWS IN PATIENT MODULE DOORS</u> The patient area door windows shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	\$1,848.40	\$0.00
0	E19	<u>ELECTRONIC PRIVACY WINDOW IN SIDE BODY WINDOW</u> The side body door window shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	\$871.99	\$0.00
0	E20	<u>GRAB RAIL PADDING FOR STANDARD GRAB RAILS</u> Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	\$104.42	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E) (Cont.)</u>				
0	E21	<u>8 FOOT GRAB RAIL CENTERED IN CEILING</u>	\$171.17	\$0.00
0	E22	<u>GRAB RAIL PADDING, 6 FOOT BENCH RAIL</u> Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	\$104.42	\$0.00
1	E23	<u>2' GRAB RAIL, WITH ANTIMICROBIAL COATING</u> Install a 2' rail, with antimicrobial coating at a location to be determined	\$76.43	\$76.43 ✓
0	E24	<u>2' GRAB RAIL, ANTI SLIP, WITH ANTIMICROBIAL COATING</u> Install a 2' anti-slip rail, with antimicrobial coating at a location to be determined	\$133.49	\$0.00
0	E25	<u>UPGRADE ANGLED DOOR HANDLES TO ANTI-SLIP, WITH ANTIMICROBIAL COATING</u> All access door handles are to be anti-slip knurl type, with antimicrobial coating	\$193.77	\$0.00
0	E26	<u>UPGRADE REQUIRED GRAB HANDLES TO HIGH VISION YELLOW POWDER COAT, WITH ANTIMICROBIAL COATING (Each)</u> Grab handles as required are to be upgraded to yellow powder coat, with anti-microbial coating (price is each)	\$26.91	\$0.00
0	E27	<u>BENCH RESTRAINT, MANSERVER BAR</u> Install safety man drop down arm at head of squad bench. Reinforce wall with welded aluminum mounting plate.	\$526.42	\$0.00
0	E28	<u>STAINLESS STEEL LOWER DOOR TRIM</u> Finish lower section of inside patient compartment doors with stainless steel.	\$296.04	\$0.00
0	E29	<u>INSTALL 'A' BAR AT HEAD END OF BENCH (WITHOUT SHARPS OR WASTE)</u>	\$564.10	\$0.00
0	E30	<u>INSTALL 'A' BAR AT HEAD END OF BENCH (WITH SHARPS AND WASTE)</u>	\$680.36	\$0.00
0	E31	<u>INSTALL COAT HOOKS (Each)</u>	\$48.44	\$0.00
0	E32	<u>INSTALL HANDLE LOCK MOUNTS (Each)</u>	\$80.74	\$0.00
0	E33	<u>INSTALL 5# ABC EXTINGUISHER</u>	\$76.43	\$0.00
0	E34	<u>INSTALL AMEREX 240 EXTINGUISHER</u>	\$161.48	\$0.00
0	E35	<u>INSTALL AMEREX 1411 EXTINGUISHER</u>	\$102.27	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>EXTERIOR ACCESSORY AND TRIM OPTIONS (F)</u>				
<u>0</u>	<u>F01</u>	<u>REAR TOW HOOKS</u> Install 2 tow hooks rear of vehicle. Attach to bumper frame.	\$83.97	\$0.00
<u>0</u>	<u>F02</u>	<u>RECESSED TOW EYES</u> Tow eyes shall be recessed into the rear step kick plate, with Cast Products Bezels utilized	\$560.87	\$0.00
<u>0</u>	<u>F03</u>	<u>HEATED, POWER REMOTE MIRRORS, TYPE III AMBULANCE ONLY</u> Install heated, power remote Velvac 2020 mirrors in place of the OEM mirrors. Weld over and paint over any unused holes left from the OEM mirrors.	\$756.80	\$0.00
<u>0</u>	<u>F04</u>	<u>ON SPOT SNOW CHAINS</u> Install automatic ON-SPOT air operated snow chains. Includes installation of system air compressor if chassis does not already have one.	\$2,693.47	\$0.00
<u>0</u>	<u>F05</u>	<u>KUSSMAUL MAINTENANCE AIR COMPRESSOR, MEDIUM DUTY TRUCK</u> Install a Kussmaul maintenance air compressor and wire into the shoreline circuit for automatic operation.	\$831.62	\$0.00
<u>0</u>	<u>F06</u>	<u>INSTALL QUICK CONNECT AIR FITTING FOR CHASSIS AIR SYSTEM</u>	\$193.77	\$0.00
<u>0</u>	<u>F07</u>	<u>RUBBER REAR FENDERS</u> Install rubber rear fenderettes in lieu of stainless steel	(\$232.53)	\$0.00
<u>0</u>	<u>F08</u>	<u>FRONT TOP BODY MOUNT AC CONDENSER (MEDIUM DUTY CHASSIS)</u> Relocate AC condenser to front of body from underside and paint to match body.	\$322.96	\$0.00
<u>0</u>	<u>F09</u>	<u>INSTALL FRONT TOP BODY MOUNT AC CONDENSER (FORD E or F SERIES or CHEVROLET G CHASSIS)</u> Install added AC condenser to front of body and paint to match body.	\$1,469.46	\$0.00
<u>0</u>	<u>F10</u>	<u>INSTALL COOL TECH II CONDENSER WITH SOLAR PANEL</u> Install 'Cool Tech II' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body. A 1.2 amp solar panel power system shall be added to the electrical grid.	\$2,691.32	\$0.00
<u>0</u>	<u>F11</u>	<u>INSTALL 110 VAC DANHARD COMBINATION HEAT/AC SYSTEM</u> A Danhard 110VAC heat/AC system shall be installed in the patient area. Note that an additional 20amp shoreline must be added with this option	\$4,008.98	\$0.00
<u>0</u>	<u>F12</u>	<u>INSTALL ACTIVEPURE AIR DECONTAMINATION SYSTEM IN HEAT/AC DUCT WORK</u>	\$861.22	\$0.00
<u>0</u>	<u>F13</u>	<u>EXTEND FRONT CORNER GUARDS TO STRIPE HEIGHT</u>	\$83.97	\$0.00
<u>0</u>	<u>F14</u>	<u>INSTALL TURN-OUT ON VERTICAL EXHAUST</u>	\$160.40	\$0.00
<u>0</u>	<u>F15</u>	<u>UPGRADE REAR MUD FLAP TO UPS BRUSH STYLE</u>	\$161.48	\$0.00
<u>0</u>	<u>F16</u>	<u>INSTALL ADDITIONAL BATTERY THAT IS IN ADDITION TO STANDARD OEM CHASSIS BATTERY SYSTEM</u>	\$225.00	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>RADIOS AND CONSOLES (G)</u>				
0	G01	<u>ADDITIONAL COAX PRE-WIRE, EACH</u> Install additional antenna coax and access plate in patient module roof. Coax is Belden brand RG-58.	\$61.36	\$0.00
0	G02	<u>CONSOLE EXTENSION</u> Install an aluminum extension onto the standard cab console for holding maps, books, radios, etc.	\$388.09	\$0.00
1	G03	<u>CUP HOLDER/WALKIE TALKIE POCKET HOLDERS</u> Install plastic fabricated cup holders or carpeted walkie-talkie pockets for customer provided equipment	\$80.74	\$80.74 ✓
1	G04	<u>RADIO OR RADIO HEAD PRE-CUT, CAB CONSOLE, EACH</u> Mount radio or radio head in front cab console. Does not include connecting cables, providing power or connecting antenna cables.	\$102.27	\$102.27 ✓
1	G05	<u>RADIO OR RADIO HEAD PRE-CUT, REAR INHALATION PANEL, EACH</u> Mount radio or radio head in rear inhalation panel. Does not include connecting cables, providing power or connecting antenna cables.	\$102.27	\$102.27 ✓
2	G06	<u>RADIO CABLE INSTALLATION, EACH RADIO</u> Does not include providing power or connecting antenna cables	\$59.21	\$118.42 ✓
0	G07	<u>3-STUD RADIO POWER AND GROUND STUDS, ADDITIONAL BEYOND STANDARD TWO</u> Install heavy gauge power (battery switched and hot) and ground studs for radio or cell phone power.	\$135.64	\$0.00
1	G08	<u>COMPUTER MOUNT INSTALLATION</u> Install customer provided computer mount at a position to be determined by purchaser.	\$161.48	\$161.48 ✓
0	G09	<u>COMPUTER/PRINTER MOUNT TRAY</u> Install Horton provided computer/printer tray at a position to be determined by purchaser.	\$188.39	\$0.00
0	G10	<u>SUPPLY AND INSTALL SIGTRONICS 3 HEADSET INTERCOM SYSTEM</u> Install Horton provided Sigtronics 3 headset intercom with position to be determined by purchaser. System to include radio connector, headsets, headset hooks and interface.	\$3,444.88	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>INTERIOR CABINET OPTIONS (H)</u>				
0	H01	<u>ADJUSTABLE VERTICAL DIVIDERS PER CABINET SEGMENT</u> Install adjustable shelf tracks recessed into the upper and lower cabinet walls. Fabricate Plexiglas dividers to fit vertically into the cabinet and between the recessed tracks. The dividers shall be adjustable within the track and held into position with cushioned track shelf supports.	\$263.75	\$0.00
2	H02	<u>LIFT UP FRAMES FOR SLIDING DOOR CABINET, STREET SIDE</u> Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.	\$230.38	\$460.75 ✓
0	H03	<u>CPR SEAT DROP DOWN BACKREST</u> The side attendant seat shall have a drop down seat back to extend the action area counter space. Finish backside with stainless steel.	\$138.87	\$0.00
0	H04	<u>CPR SEAT STORAGE</u> A trimmed storage area shall be accessed by raising the hinged side attendant seat base cushion.	\$199.16	\$0.00
0	H05	<u>INSTALL RECESSED PADDLE LATCH FOR LIFT-UP CPR SEAT CUSHION</u>	\$261.60	\$0.00
0	H06	<u>INSTALL GAS SPRING HOLD-OPEN FOR LIFT-UP CPR SEAT CUSHION</u>	\$29.07	\$0.00
0	H07	<u>CPR SEAT WIDENED BEYOND STANDARD 28"</u>	\$247.60	\$0.00
0	H08	<u>SLIDING DRAWER, INTERIOR CABINET WALL</u> Install a pull out cabinet drawer mounted on grant slides. Drawer is made of aluminum.	\$388.63	\$0.00
0	H09	<u>PULL-OUT WRITING TABLE</u>	\$261.60	\$0.00
0	H10	<u>PULL-OUT WRITING TABLE, WITH STORAGE BELOW</u>	\$406.93	\$0.00
0	H11	<u>DRUG BOX, ENCLOSED</u> A separate drug storage box shall be fabricated and installed within the cabinet as designated by the customer.	\$199.16	\$0.00
1	H12	<u>LOCKING DOOR, INTERIOR CABINET</u> Install a single lockable door on the customer's choice of cabinet.	\$39.83	\$39.83 ✓
0	H13	<u>PUSH BUTTON SIMPLEX LOCK, INTERIOR CABINET DOOR OR DRAWER</u> Install a Simplex push button lock on an interior door of the customer's choice.	\$208.85	\$0.00
0	H14	<u>LOCKING DOOR, ELECTRONIC RCI KEYPAD LOCK FOR INTERIOR CABINET</u>	\$648.07	\$0.00
1	H15	<u>HEAD ATTENDANT BUCKET SEAT WITH BUILT IN CHILD SAFETY SEAT & 3-POINT SEAT BELT</u> Delete the standard bucket attendant seat. Install a high back bucket seat with built in child seat restraints. The seat to be adjustable front to rear and shall include 3-point seat belt.	\$332.65	\$332.65 ✓
1	H16	<u>SHARPS / WASTE STORAGE COMPARTMENT, EACH</u> A sharps / waste storage compartment shall be installed in the patient module interior. Several designs are available.	\$422.00	\$422.00 ✓

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>INTERIOR CABINET OPTIONS (H) (Cont.)</u>				
0	H17	<u>LIFT UP FRAMES FOR SLIDING DOOR CABINET, CURBSIDE</u> Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.	\$230.38	\$0.00
1	H18	<u>DUAL CABINET ACCESS, CURBSIDE OR STREET SIDE</u> Provide interior access to exterior compartment. Interior access to be trimmed with customer's choice of sliding Plexiglas doors, hinged solid Formica doors or hinged Plexiglas doors.	\$494.13	\$494.13 ✓
0	H19	<u>INVENTORY TAGS, TAMPER-RESISTANT, FOR INTERIOR CABINETS</u> Each cabinet door and cabinet extrusion shall be drilled to accept single use security seals. They shall keep closed the cabinet doors after an inventory has been performed. The presence of a intact seal indicates no inventory has been removed from the cabinet.	\$166.32	\$0.00
0	H20	<u>GLOVE CABINET, RECESSED, WITH PLEXIGLAS DOOR, EACH CABINET</u> The customer specified location shall provide storage for customer-supplied glove boxes. An elongated slot in the cabinet face shall allow for easy dispensing of the individual gloves through a flush cabinet face. The refill glove boxes shall easily be replaced from behind the cabinet dispensing surface.	\$461.83	\$0.00
0	H21	<u>GLOVE CABINET, RECESSED ABOVE FRONT WALL CABINET</u>	\$208.85	\$0.00
1	H22	<u>ROBINSON ROLL UP DOOR IN FRONT WALL CABINET</u> In lieu of hinged Plexiglas doors in the front wall cabinet, use a full height Robinson roll up door.	\$1,186.33	\$1,186.33 ✓
0	H23	<u>DOVER ROLL UP DOOR WITH CLEAR LEXAN SLATS INSTALLED IN ANY CABINET</u>	\$1,663.92	\$0.00
1	H24	<u>PROVIDE AND INSTALL LIFE PACK BRACKET</u>	\$807.39	\$807.39 ✓
0	H25	<u>HEATED CABINET (SMITHWORKS)</u> A heated IV storage cabinet shall be installed at a choice of location. The cabinet shall be heated with a Smithwork's heated tray system.	\$480.13	\$0.00
1	H26	<u>REFRIGERATOR</u> A Norcold 12v refrigerator shall be installed in the patient area at a choice of location (an <u>added cabinet</u> specifically for the refrigerator is an additional cost)	\$1,087.29	\$1,087.29 ✓
0	H27	<u>TEMPERATURE CONTROLLED CABINET</u> A MK11 temperature controlled cabinet shall be installed at a choice of location	\$3,493.33	\$0.00
0	H28	<u>CROSSOVER CABINET</u> A cabinet shall be installed above the walk-through in the patient area.	\$461.83	\$0.00
0	H29	<u>BENCH CABINET/ATTENDANT SEAT CABINET (Packaged Series Only-300/300s)</u> A cabinet shall be installed above the squad bench in the patient area. Storage shall also be provided behind the rear attendant seat.	\$1,614.79	\$0.00
0	H30	<u>DUCTED HEAT/AC SYSTEM</u> The rear heat/AC system shall be installed in the corner above the linen cabinet. The system shall include an aluminum chute system for air movement. The chute shall be located above the main cabinet wall.	\$1,453.31	\$0.00
0	H31	<u>ADD CUSTOM INTERIOR CABINET (Per unit cost without drawers or attachments)</u>	\$376.78	\$0.00
0	H32	<u>ADD CUSTOM MONITOR STORAGE WITH INSIDE/OUTSIDE ACCESS</u>	\$861.22	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>INTERIOR CABINET OPTIONS (H) (Cont.)</u>				
<u>0</u>	<u>H33</u>	<u>INSTALL UV LAMP IN AREA TO BE DESIGNATED</u>	<u>\$296.04</u>	<u>\$0.00</u>
<u>0</u>	<u>H34</u>	<u>INSTALL CUSTOMER PROVIDED KNOX MED VAULT or KEY VAULT</u>	<u>\$134.57</u>	<u>\$0.00</u>
<u>0</u>	<u>H35</u>	<u>INSTALL CARGO NET PROTECTION OVER OPEN CABINET FACE</u>	<u>\$376.78</u>	<u>\$0.00</u>

Quantity	Option code	Description	Price	Extended
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I)</u>				
0	101	<u>UPGRADE BATTERY SWITCH FROM ROTARY STYLE TO AUTOMATIC 'IN-POWER' STYLE</u>	\$307.89	\$0.00
0	102	<u>INVERTER PREWIRING, VANNER 1000 WATT 20-1000TUL WITH INTERFACE</u> Furnish wiring only to the designated electrical equipment location to power a Vanner 20-1000TUL inverter equipped with a Vanner interface module. Wiring shall also be furnished from the future inverter location to the area behind the inhalation panel to the control switch.	\$231.45	\$0.00
1	103	<u>INSTALL INVERTER, VANNER 1000 WATT 20-1000TUL WITH INTERFACE</u> A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.	\$2,045.40	\$2,045.40 ✓
0	104	<u>UPGRADE BATTERY CHARGER FROM 45 AMP TO 75 AMP</u>	\$99.04	\$0.00
0	105	<u>DELETE LED TYPE ICC REQUIRED RUNNING LIGHTS</u> Install red Whelen L.E.D. 700 or 'M6' series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.	(\$435.99)	\$0.00
0	106	<u>ADD HALOGEN TYPE ICC REQUIRED RUNNING LIGHTS</u> Note: use only when selecting L09L LED type lights instead	\$331.57	\$0.00
0	107	<u>LED RUNNING BOARD LIGHTS</u> Install Whelen Par 16 LED running board lights	\$242.22	\$0.00
0	108	<u>LED SIDE DOOR STEP WELL LIGHT</u> Upgrade the side door step well light from halogen to Whelen Par 16 LED light	\$134.57	\$0.00
0	109	<u>LED INTERIOR CABINET LIGHTING (Main Wall)</u> Install LED light strips in the closed compartments with Plexiglas doors	\$608.24	\$0.00
0	110	<u>LED INTERIOR CABINET LIGHTING (Bench Wall)</u> Install LED light strips in the closed compartments with Plexiglas doors	\$160.40	\$0.00
0	111	<u>MODULE DISCONNECT TIMER PROGRAMMING</u> The module disconnect shall be programmed to automatically shut down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.	\$99.04	\$0.00
0	112	<u>AIRCRAFT TYPE CLOCK, ILLUMINATED, ON HINGED ACCESS PANEL</u> An aircraft style back lighted clock with sweep second hand shall be installed. Back lighting shall be 12 volt. Clock shall be installed on a hinge and secured with a ball catch to provide easy access for changing time and battery.	\$204.54	\$0.00
0	113	<u>DIGITAL CLOCK, NEC MODEL 0150004</u>	\$683.59	\$0.00
0	114	<u>DIGITAL CLOCK, INTELLITEC</u>	\$319.73	\$0.00
0	115	<u>DIGITAL CLOCK, LARGE FACE LED WITHOUT SECONDS READOUT</u>	\$319.73	\$0.00
0	116	<u>DIGITAL CLOCK, LARGE FACE LED WITH SECONDS READOUT</u>	\$462.91	\$0.00
0	117	<u>CAB CEILING LIGHTS (HALOGEN or LED)</u> Two (2) Signal Stat or TecNiq lights shall be installed in the cab headliner.	\$190.55	\$0.00
0	118	<u>LAMP TIMER, PROGRAMMABLE FOR DOME OR FLORESCENT LIGHTS</u> Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the lights, with the battery switch in the off position.	\$157.17	\$0.00

Quantity	Option code	Description	Price	Extended
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)</u>				
0	119	<u>FLORESCENT LIGHTS, 39 INCH, EACH</u> Install 39 inch, 12 volt fluorescent ceiling light fixtures.	\$244.37	\$0.00
0	120	<u>UPGRADE STANDARD CONCEPT STYLE LED INTERIOR DOME LIGHTING TO WHELEN LED LIGHTING</u> (Upgrade Pricing is based on Installation of 7 Whelen LED lights in lieu of standard)	\$339.11	\$0.00
5	121	<u>INTERIOR 110 VOLT OUTLETS, ADDITIONAL, EACH</u> Install 110v interior AC duplex outlets. Outlets shall have integral illumination to turn on when power is present.	\$113.04	\$565.18 ✓
0	122	<u>EXTERIOR 110 VOLT OUTLETS, EACH</u> Install 110v exterior 15 amp AC duplex outlets, including weatherproof cover.	\$174.40	\$0.00
3	123	<u>INTERIOR 12 VOLT OUTLETS, CIGARETTE LIGHTER TYPE, ADDITIONAL, EACH</u> Install heavy duty cigarette lighter type 12 volt DC outlets. Each outlet shall install in a standard wall outlet plate and shall have a flip-up cover.	\$73.20	\$219.61 ✓
1	124	<u>REAR SPEAKERS FOR CHASSIS CAB RADIO, PAIR</u> Install two rear speakers and wire to the chassis cab radio. Volume shall be controlled through the rear attendant panel via solid state switching.	\$178.70	\$178.70 ✓
0	125	<u>FOG LIGHTS, HELLA, CLEAR OR AMBER, PAIR</u> Install two Hella fog lights and program to operate through a switch in the cab console.	\$220.69	\$0.00
0	126	<u>FOG LIGHTS, PIAA ION CRYSTAL CLEAR OR AMBER, PAIR</u> Install two PIAA fog lights and program to operate through a switch in the cab console.	\$350.95	\$0.00
0	127	<u>SHORELINE: ADD 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)</u> Note: requires selecting 20 Amp Super Auto Eject below	\$227.15	\$0.00
0	128	<u>SHORELINE: DELETE CREDIT FOR KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET</u> Install a Kussmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	(\$585.63)	\$0.00
0	129	<u>SHORELINE: DELETE CREDIT FOR POWER ON INDICATOR LIGHT</u> Install a pilot light to indicate presence of AC power at shoreline inlet.	(\$59.21)	\$0.00
1	130	<u>SHORELINE: ADD 2ND KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET</u>	\$585.63	\$585.63 ✓
1	131	<u>WIRE ENGINE BLOCK HEATER TO SHORELINE</u> Wire the chassis engine block heater to the shoreline inlet circuit. Protect the block heater circuit with a circuit breaker that can also be used as an on/off switch for this feature.	\$199.16	\$199.16 ✓
0	132	<u>LED LIGHTED RUB RAILS</u> Install custom made LED light strips flush mounted into the lower body aluminum diamond plate rub rails. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Rub rails forward of the rear wheel opening shall have (3) LED strips. Rub rails behind the rear wheel opening shall have (2) LED strips. Steady burn on with headlight switch and flash with red flashing light circuit. Customer may request different programming if desired.	\$1,274.61	\$0.00
0	133	<u>LED GROUND LIGHTING</u>	\$540.42	\$0.00
0	134	<u>LED DOCKING LIGHTS</u>	\$317.58	\$0.00
0	135	<u>CARBON MONOXIDE DETECTOR</u> Install a marine grade CO detector in interior of patient module.	\$257.29	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)</u>				
1	136	<u>ELECTRIC DOOR LOCKS, EXTERIOR COMPARTMENTS</u> Power activated door locks shall be installed on all exterior compartment doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	\$461.83	\$461.83 ✓
1	137	<u>ELECTRIC DOOR LOCKS, MODULAR BODY ACCESS DOORS</u> Power activated door locks shall be installed on all exterior patient module doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	\$199.16	\$199.16 ✓
0	138	<u>ELECTRIC DOOR UNLOCK SWITCH, CONCEALED</u> Install a concealed electric door unlock switch in the chassis grille.	\$99.04	\$0.00
3	139	<u>ELECTRIC DOOR UNLOCK SWITCH, TOUCH PAD</u> Install a 5 button touch pad assembly to lock or unlock designated electric door locks	\$625.46	\$1,876.39 ✓
1	140	<u>DOOR LOCKS, PROGRAM TO OPERATE ON OEM CHASSIS SWITCH</u> Program all modular body and exterior compartment door power locks to operate on the same circuit as the chassis cab power locks. Any power lock switch in the chassis cab or modular body shall operate all locks in a common circuit.	\$131.34	\$131.34 ✓
0	141	<u>SEAT BELT INDICATOR WITH VDR (Price per Each Belt Position)</u> A seat belt monitoring system with VDR shall be provided per designated locations.	\$424.15	\$0.00
0	142	<u>SECURITY IDLE SYSTEM</u> Install a secure idle system to allow engine operation with transmission in park and ignition key removed. If the brake is depressed or transmission attempted to be shifted into gear, the engine will shut off, the marker lights will flash and the horn will sound. The system will be integrated into the Horton electrical system electronics, be activated by a switch on the control panel and provide a digital display to warn of the activated security mode.	\$314.35	\$0.00
0	143	<u>PROGRAM BRAKE LIGHT FUNCTIONALITY ON REAR WARNING LIGHTS</u> Program rear warning lights to also function as brake lights	\$99.04	\$0.00
0	144	<u>GUEST "BEAMER" or GOLIGHT 2020 ELECTRIC SPOTLIGHT ON CAB ROOF, WITH JOYSTICK CONTROL</u>	\$648.66	\$0.00
0	145	<u>COLOR BACKUP CAMERA WITH MONITOR IN CAB</u>	\$1,247.69	\$0.00
1	146	<u>COLOR BACKUP CAMERA AND PATIENT AREA CAMERA WITH MONITOR IN CAB</u>	\$1,695.53	\$1,695.53 ✓
0	147	<u>INSTALL UPGRADED COLOR BACKUP CAMERA AND PATIENT AREA CAMERA WITH MONITOR IN CAB TO SAFETY VISION MODEL</u>	\$1,964.66	\$0.00
1	148	<u>HAND HELD SPOT LIGHT</u>	\$113.04	\$113.04 ✓
0	149	<u>STREAMLIGHT SL-45, EACH</u>	\$263.75	\$0.00
0	150	<u>INSTALL CUSTOMER PROVIDED HAND HELD SPOT AND WIRE FOR OPERATION</u>	\$77.51	\$0.00
0	151	<u>MOVE PRIMARY PANEL TO BENCH, WITH O2 OUTLET CUTOUT (OUTLET NOT INCLUDED)</u>	\$160.40	\$0.00
0	152	<u>SECOND REAR INTELLIPIX CONTROL PANEL, SURFACE MOUNTED</u>	\$1,918.37	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)</u>				
<u>0</u>	<u>153</u>	<u>ADD A 3-SWITCH SEALED ELECTRICAL CONTROL PANEL (Price is each panel)</u> <i>(Does not include applicable programming requirements)</i>	\$209.92	\$0.00
<u>0</u>	<u>154</u>	<u>MOVE PRIMARY CAB SWITCH PANEL IN NAVISTAR 4300 TO FLUSH MOUNT IN CHASSIS DASH</u> <i>(Includes moving AM/FM radio to overhead chassis console)</i>	\$376.78	\$0.00
<u>0</u>	<u>155</u>	<u>PROVIDE AND INSTALL AN ENGINE HOUR METER SEPARATE FROM CHASSIS PROVIDED METER</u>	\$111.96	\$0.00
<u>0</u>	<u>156</u>	<u>PROVIDE HORTON 'CONNECT'</u>	\$2,260.71	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>VISUAL WARNING SYSTEM OPTIONS (J)</u>				
1	J01	<u>FLASHING HEADLIGHTS, PROGRAMMABLE</u> Program headlights to flash in alternating or pulsating manner when high beams are not selected and head light switch is in the 'off' position	\$150.71	\$150.71 ✓
0	J02	<u>HORTON LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH</u> Install custom made LED light strips on the interior of the exterior compartment door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the compartment door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	\$152.87	\$0.00
0	J03	<u>WHELEN LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH</u> Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior compartment door panels.	\$204.54	\$0.00
0	J04	<u>HORTON LED DOOR OPEN WARNING LIGHTS, PATIENT ENTRY DOOR, EACH</u> Install custom made LED light strips on the interior of the exterior patient door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the patient door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	\$152.87	\$0.00
0	J05	<u>WHELEN LED DOOR OPEN WARNING LIGHTS, PATIENT DOORS, EACH</u> Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior patient door panels.	\$204.54	\$0.00
0	J06	<u>TRUCKLITE SUPER 44 LED DOOR OPEN WARNING LIGHTS, PATIENT or COMPARTMENT DOORS, EACH</u>	\$46.32	\$0.00
<u>Note: All Whelen light bars referenced below do not include installation cost!</u>				
0	J07	<u>LIGHT BAR, FRONT, WHELEN 45BF88A</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-RED-WHITE-RED-RED CORNER	\$3,014.27	\$0.00
0	J08	<u>LIGHT BAR, REAR, WHELEN 45B88R</u> <u>Layout:</u> RED CORNER-RED-WHITE-LED LR11 LOAD LIGHT-AMBER-AMBER-LED LR11 LOAD LIGHT-WHITE-RED-RED CORNER	\$3,229.58	\$0.00
0	J09	<u>CHANGE, LOADING LIGHTS IN REAR WHELEN 4500 LIGHT BAR FROM LED TO HALOGEN</u>	(\$296.04)	\$0.00
0	J10	<u>DELETE RED OR AMBER LED FLASHER FROM WHELEN 4500 BAR, EACH</u>	(\$215.31)	\$0.00
0	J11	<u>DELETE WHITE LED FLASHER FROM WHELEN 4500 BAR, EACH</u>	(\$247.60)	\$0.00
0	J12	<u>ADD RED, WHITE or AMBER LINEAR SUPER LED TO WHELEN 4500 LIGHT BAR, EACH</u>	\$226.07	\$0.00
0	J13	<u>ADD WHITE or RED LED ROTATOR TO WHELEN 4500 LIGHT BAR, EACH</u> <u>(replaces LED flashing lights)</u>	\$247.60	\$0.00
0	J14	<u>ON SELECT MODELS DELETE: WHELEN "FREEDOM" LINEAR SUPER LED LIGHT BAR WITH 8 LED MODULES</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	(\$2,637.49)	\$0.00
0	J15	<u>ON SELECT MODELS ADD: WHELEN "FREEDOM" LINEAR SUPER LED LIGHT BAR W/8 LED MODULES</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$2,637.49	\$0.00
0	J16	<u>DELETE WHITE or RED LED FLASHER FROM FREEDOM BAR, EACH</u>	(\$254.06)	\$0.00
0	J17	<u>ADD RED, CLEAR OR AMBER LINEAR SUPER LED TO WHELEN FREEDOM LIGHT BAR, EACH</u>	\$254.06	\$0.00
0	J18	<u>ADD LR-11 SUPER LED ALLEY LIGHT(S) TO LIGHT BAR (EACH)</u>	\$77.51	\$0.00

Quantity	Option code	Description	Price	Extended
<u>VISUAL WARNING SYSTEM OPTIONS (J) Cont.</u>				
0	J19	<u>ADD LR-11 SUPER LED TAKE-DOWN LIGHT(S) TO LIGHT BAR (EACH)</u>	\$77.51	\$0.00
0	J20	<u>ADD LR-11 DUAL SUPER LED TAKE-DOWN LIGHT(S) TO LIGHT BAR (EACH)</u>	\$193.77	\$0.00
0	J21	<u>ADD OPTICOM TRAFFIC LIGHT CHANGER TO LIGHT BAR</u>	\$1,345.66	\$0.00
0	J22	<u>ADD WHELEN "TAL85" LINEAR 5MM LED LIGHT BAR WITH 8 LED MODULES</u>	\$850.46	\$0.00
0	J23	<u>LIGHT BAR, FRONT: DELTA 56.25" RB #DS2RRRR</u> <u>Layout:</u> (6) angled mirrors, (2) Super LED light head (wt-wt), (2) Super LED light head (rd-rd) (1) LR11 dual Take-Down, (1) lower level flasher, (2) white front/Red Rear Beacon, (1) Red Front/White Rear Super LED beacon	\$6,201.00	\$0.00
1	J24	<u>INSTALL FRONT LIGHT BAR ON CAB ROOF</u>	\$171.17	\$171.17 ✓
0	J25	<u>INSTALL FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY</u>	\$171.17	\$0.00
0	J26	<u>INSTALL REAR LIGHT BAR ON REAR FACE OF MODULE BODY</u>	\$171.17	\$0.00
0	J27	<u>ADD WHELEN 900 SERIES HALOGEN LIGHT, EACH</u>	\$173.32	\$0.00
0	J28	<u>DELETE WHELEN 700 SERIES LED REAR AMBER KKK LIGHT</u>	(\$244.37)	\$0.00
0	J29	<u>DELETE WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: Includes 900 FLANGE mounting flange	(\$377.86)	\$0.00
0	J30	<u>DELETE WHELEN LED GRILLE LIGHTS, PAIR (some models do not allow deletion of this option)</u>	(\$387.55)	\$0.00
0	J31	<u>DELETE WHELEN LED INTERSECTION LIGHTS, PAIR (some models do not allow deletion of this option)</u>	(\$430.61)	\$0.00
0	J32	<u>ADD WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: Includes 900 FLANGE mounting flange	\$377.86	\$0.00
0	J33	<u>ADD WHELEN 900 SERIES or 'M9' SERIES LINEAR SUPER LED WHITE FLASHING LIGHT, EACH</u> Note: Includes 900 FLANGE mounting flange	\$377.86	\$0.00
0	J34	<u>ADD WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES SPLIT COLOR FLASHING LIGHT, EACH</u> Note: Includes 900 FLANGE or 'M' mounting flange	\$440.30	\$0.00
0	J35	<u>ADD 600/700 SERIES HALOGEN LIGHT, EACH</u> Note: Includes 600/700 FLANGE mounting flange	\$175.47	\$0.00
0	J36	<u>ADD WHELEN 400 LED SERIES or 'M4' SERIES LED LIGHT</u> Note: Includes 400 FLANGE or 'M' FLANGE mounting flange	\$263.75	\$0.00
0	J37	<u>ADD WHELEN 400 (1/2RED-1/2 WHITE) SERIES or 'M4' SERIES LED FLASHING LIGHT, EACH</u> Note: Includes 400 FLANGE or 'M' FLANGE mounting flange	\$305.73	\$0.00
0	J38	<u>ADD WHELEN 600 to 700 LED SERIES or 'M6' or 'M7' SERIES LIGHT</u> Note: Includes 600 or 700 FLANGE or 'M' FLANGE mounting flange	\$279.90	\$0.00
0	J39	<u>ADD WHELEN 600 or 700 (1/2RED-1/2 WHITE) SERIES or 'M6' 'M7' SERIES LED FLASHING LIGHT, EACH</u> Note: Includes 700 FLANGE or 'M' FLANGE mounting flange	\$305.73	\$0.00
0	J40	<u>ADD 2ND SET OF WHELEN TIR6, 500 SERIES RED FLASHING LED GRILLE LIGHTS</u>	\$495.20	\$0.00
0	J41	<u>UPGRADE WHELEN 500 TIR6 TO 1/2RED-1/2 WHITE SUPER LED FLASHING LIGHT (Cost per pair)</u> Note: Includes 500 FLANGE (Lights do not independently flash!!)	\$53.83	\$0.00
0	J42	<u>IDENTITY LIGHTING (Side Only)</u> Install LED alternate flashing light strips at upper body sides and wire to warning light system	\$753.57	\$0.00
0	J43	<u>IDENTITY LIGHTING (Side and Rear)</u> Install LED alternate flashing light strips at upper body sides and rear side and wire to warning light system	\$861.22	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>VISUAL WARNING SYSTEM OPTIONS (J) Cont.</u>				
0	J44	<u>CONSPICUITY LIGHTING</u> Amber and red LED strip lighting shall be applied to the outboard panels on the rear of the body. Five (5) lights shall be installed per panel. The lights shall be backed by a stainless steel panels. The lights shall flash in the Emergency Mode. (Does not include Chevron cost)	\$2,314.53	\$0.00
<u>VISUAL NON-WARNING SYSTEM OPTIONS (K)</u>				
0	K01	<u>ARROW TURN SIGNAL, WHELEN 600/700 SERIES HALOGEN, PAIR</u> Note: Includes 600/700 FLANGE mounting flange	\$361.71	\$0.00
0	K02	<u>ARROW TURN SIGNAL, WHELEN 600/700 OR M6 SERIES LED, PAIR</u> Note: Includes 600/700 FLANGE mounting flange	\$402.62	\$0.00
0	K03	<u>ARROW TURN SIGNAL, WHELEN 900 SERIES or 'M9' SERIES LED, PAIR</u> Note: Includes 900 or 'M' SERIES FLANGE mounting flange	\$744.96	\$0.00
1	K04	<u>DELETE STANDARD TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: Includes 600/700 SERIES FLANGE mounting flange Note: turn signal is arrow type	(\$1,063.61)	(\$1,063.61) ✓
0	K05	<u>ADD TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH LED BACKUP LIGHTS</u> Note: Includes 600/700 SERIES FLANGE mounting flange Note: turn signal is arrow type	\$1,967.89	\$0.00
1	K06	<u>ADD TAIL LIGHTS, WHELEN 'M6' SERIES LED WITH LED BACKUP LIGHTS</u> Note: Includes 'M' SERIES FLANGE mounting flange Note: turn signal is arrow type	\$1,365.04	\$1,365.04 ✓
0	K07	<u>ADD TAIL LIGHTS, WHELEN 900 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: Includes 900 Series mounting flange Note: turn signal is arrow type	\$1,825.79	\$0.00
0	K08	<u>ADD TAIL LIGHTS, WHELEN 900 SERIES LED WITH LED BACKUP LIGHTS or 'M9' SERIES LED LIGHTS</u> Note: Includes 900 or 'M' Series mounting flange Note: turn signal is arrow type	\$2,661.17	\$0.00
0	K09	<u>ADD TAIL LIGHTS, WHELEN 600/700 SERIES HALOGEN WITH HALOGEN BACKUP LIGHTS</u>	\$1,022.70	\$0.00
0	K10	<u>SIDE SCENE LIGHTS, LED</u> Note: Includes (4) Whelen 900 SERIES or 'M' SERIES LED scene lights, with 2 per side	\$2,445.87	\$0.00
1	K11	<u>DELETE (4) STANDARD WHELEN HALOGEN SIDE SCENE LIGHTS</u>	(\$818.16)	(\$818.16) ✓
4	K12	<u>REAR LOADING LIGHTS, LED (900 or 9m Series)</u> Note: Includes (2) Whelen 900 SERIES or 'M' SERIES LED loading lights, with 2 on rear	\$1,186.33	\$4,745.33 ✓
2	K13	<u>REAR LOADING LIGHTS, LED (600/700 or M6/7 Series)</u> Note: Includes (2) Whelen 600/700 SERIES or 'M6/7' SERIES LED loading lights, with 2 on rear	\$754.64	\$1,509.29 ✓
1	K14	<u>DELETE (2) STANDARD REAR WHELEN 900/700 HALOGEN SERIES LOADING LIGHTS</u>	(\$426.30)	(\$426.30) ✓
0	K15	<u>INSTALL KWIK-RAZE 500 WATT TELESCOPIC LIGHT (Cost per each)</u> Install one Kwik-Raze 500 watt telescopic light at location to be determined	\$1,283.22	\$0.00
0	K16	<u>INSTALL HAVIS SHIELDS 12V HID SCENE LIGHTS (Cost per each)</u> Install one HAVIS SHIELD 12V HID scene light	\$1,387.64	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>VISUAL NON-WARNING SYSTEM OPTIONS (K) (Cont.)</u>				
0	K17	<u>INSTALL A WHELEN PFP1 LED FLOODLIGHT WITH PBA103 SEMI RECESSED HOUSING</u> <u>Note:</u> The style of flange to be installed (if any) must be specified on the order	\$1,064.68	\$0.00
0	K18	<u>INSTALL A WHELEN PFP2 LED FLOODLIGHT WITH PBA203 SEMI RECESSED HOUSING</u> <u>Note:</u> The style of flange to be installed (if any) must be specified on the order	\$1,713.83	\$0.00
0	K19	<u>360 DEGREE ROLLED MARKED LIGHTS</u> Install rolled marker lights on the upper corners of the body front and rear.	\$403.70	\$0.00
<u>AUDIBLE WARNING SYSTEM OPTIONS (L)</u>				
<u>Note: sirens and siren speakers below do not include installation charges.</u>				
0	L01	<u>DELETE STANDARD SIREN, WHELEN 295SLSA1</u>	(\$410.16)	\$0.00
0	L02	<u>ADDITIONAL WHELEN 295SLSA1 SIREN</u>	\$410.16	\$0.00
0	L03	<u>SIREN, WHELEN 295HFS2 SIREN</u>	\$563.02	\$0.00
0	L04	<u>SIREN, FEDERAL SIGNAL PA-300 SIREN</u>	\$442.45	\$0.00
0	L05	<u>SIREN, WHELEN 295HFSC9 DUAL AMP SIREN CONTROL OR SS MAGNUM CONTROL</u>	\$659.91	\$0.00
0	L06	<u>SIREN, FEDERAL SIGNAL Q2B MECHANICAL</u> <u>Note:</u> includes bumper guards to protect siren.	\$2,515.84	\$0.00
0	L07	<u>CODE 3 "UNDERCOVER" SIREN</u>	\$244.37	\$0.00
0	L08	<u>FEDERAL SIGNAL EQ2B ELECTRONIC "Q" SIREN</u>	\$1,649.24	\$0.00
0	L09	<u>FEDERAL SIGNAL "RUMBLER" or WHELEN "HOWLER" SIREN</u>	\$683.59	\$0.00
0	L10	<u>INSTALL ADDITIONAL SIREN BEYOND STANDARD ONE</u>	\$184.09	\$0.00
0	L11	<u>EXTENDED FRONT BUMPER, MEDIUM DUTY TRUCK, FOR Q2B SIREN</u> The front bumper shall be extended for installation of Q2b siren. The reinforced frame shall be trimmed with aluminum diamond plate top and side filler plates.	\$1,130.35	\$0.00
0	L12	<u>ADDITIONAL SIREN SPEAKERS, FEDERAL SIGNAL DYNAMAX or BP-100, PAIR</u> Supply two Federal Signal Dynamax or BR-100 speakers under the hood for a backup siren.	\$557.64	\$0.00
0	L13	<u>ADDITIONAL SIREN SPEAKERS, UNDER PRO. UNDER BUMPER, PAIR</u>	\$807.39	\$0.00
0	L14	<u>AIR HORN SYSTEM, BUELL (NOT FOR MEDIUM DUTY TRUCKS)</u> Buell air horns shall be installed on unit and shall include #1601 dual Grover trumpets, #5440 compressor and #2242 tank.	\$2,600.89	\$0.00
0	L15	<u>ADDED AIR TANK FOR AIR HORN SYSTEM</u>	\$435.99	\$0.00
0	L16	<u>ADD FOOT SWITCH TO ACTIVATE HORN OR SIREN</u>	\$87.20	\$0.00
0	L17	<u>INSTALL ADDITIONAL PAIR OF SIREN SPEAKERS BEYOND STANDARD ONE PAIR</u>	\$164.71	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>OXYGEN SYSTEM OPTIONS (M)</u>				
0	M01	<u>ELECTRIC OXYGEN BOTTLE BRACKET, ZICO QTS</u> Electric operated oxygen bottle mount for cylinder loading and securing. Controls to be mounted on the inside of the compartment door.	\$2,833.42	\$0.00
0	M02	<u>HAND HELD REMOTE CONTROL FOR ELECTRIC OXYGEN BOTTLE BRACKET</u> The Zico QTS electric oxygen cylinder handler shall have a (2) button remote control attached via a 6 foot coiled cord.	\$296.04	\$0.00
0	M03	<u>OXYGEN BOTTLE ACCESS, PATIENT MODULE INTERIOR</u> A clear Plexiglas door shall be provided in the patient area wall for access to the oxygen cylinder valve. The door shall be hinged so that it swings into the oxygen cylinder storage compartment. The opening shall be trimmed with anodized aluminum edging.	\$94.25	\$0.00
0	M04	<u>OXYGEN OUTLET, ADDITIONAL</u>	\$236.84	\$0.00
0	M05	<u>OXYGEN OUTLET, ADDITIONAL, RECESSED IN WALL OF PATIENT AREA</u>	\$250.83	\$0.00
1	M06	<u>"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH WITH ACCESS DOOR</u> Provision for 4 "D" bottles shall be provided at the step well end of the squad bench. The cabinet door shall be hinged and include a Tri Mark handle. It shall be constructed of aluminum in the exact same manner as an exterior compartment door including a Nader pin in order to properly secure the "D" bottles (Brackets are not included in price and must be chosen below)	\$921.51	\$921.51 ✓
0	M07	<u>"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH OPEN WITHOUT ACCESS DOOR and WITH HOPS BOLSTER</u> (Brackets are not included in price and must be chosen below)	\$593.17	\$0.00
0	M08	<u>D' BOTTLE BRACKET</u> Provide and install a FW 521 O2 bottle bracket and specify choice of location	\$214.23	\$0.00
2	M09	<u>OXYGEN FLOWMETER</u>	\$221.76	\$443.53 ✓
0	M10	<u>RECESS SUCTION IN CABINET WALL</u>	\$578.09	\$0.00
0	M11	<u>DELETE ONBOARD SSCOR SUCTION UNIT</u>	(\$497.36)	\$0.00
0	M12	<u>INSTALL CUSTOMER PROVIDED SUCTION UNIT AND WIRE FOR OPERATION</u>	\$109.81	\$0.00
0	M13	<u>INSTALL HORTON PROVIDED SSCOR VY2 PORTABLE SUCTION UNIT AND WIRE FOR OPERATION</u>	\$1,238.01	\$0.00
0	M14	<u>INSTALL 2nd BRACKET FOR PRIMARY OXYGEN SYSTEM</u>	\$308.96	\$0.00
0	M15	<u>INSTALL DUAL O2 BOTTLE SYSTEM AND 1-REGULATOR WITH CHECK VALVES</u>	\$521.04	\$0.00
0	M16	<u>INSTALL 8 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT</u>	\$661.22	\$0.00
0	M17	<u>INSTALL 4 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT</u>	\$538.26	\$0.00
0	M18	<u>PROVIDE 'M' or 'H' SIZED O2 CYLINDER</u>	\$430.61	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>LETTERING OPTIONS (N)</u>				
<u>0</u>	<u>N01</u>	<u>DELETE A 4-6" SHADED SCOTCHLITE LETTER (NOT APPLICABLE TO ALL MODELS)</u>	<u>(\$13.99)</u>	<u>\$0.00</u>
<u>0</u>	<u>N02</u>	<u>ADD A 4-6" SHADED SCOTCHLITE LETTER</u>	<u>\$13.99</u>	<u>\$0.00</u>
<u>0</u>	<u>N03</u>	<u>ADD A 4-6" SHADED VINYL LETTER</u>	<u>\$11.84</u>	<u>\$0.00</u>
<u>0</u>	<u>N04</u>	<u>ADD A 4-6" SHADED SIMULATED GOLD LEAF LETTER - AVERY ENGINE TURN GOLD</u>	<u>\$19.38</u>	<u>\$0.00</u>
<u>0</u>	<u>N05</u>	<u>FEDERAL LETTERING PACKAGE</u> Install Federal lettering package consisting of (2) 4" Stars of Life, (2) 12" Stars of Life, (2) 18" Stars of Life, (1) 36" Star of Life, 4" mirror image "AMBULANCE," 6" "AMBULANCE."	<u>\$625.46</u>	<u>\$0.00</u>
<u>0</u>	<u>N06</u>	<u>4" STAR OF LIFE</u>	<u>\$10.77</u>	<u>\$0.00</u>
<u>0</u>	<u>N07</u>	<u>12" STAR OF LIFE</u>	<u>\$61.36</u>	<u>\$0.00</u>
<u>0</u>	<u>N08</u>	<u>18" STAR OF LIFE</u>	<u>\$61.36</u>	<u>\$0.00</u>
<u>0</u>	<u>N09</u>	<u>36" STAR OF LIFE</u>	<u>\$177.63</u>	<u>\$0.00</u>
<u>0</u>	<u>N10</u>	<u>8" STAR OF LIFE</u>	<u>\$48.44</u>	<u>\$0.00</u>

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>CHASSIS OPTIONS (P)</u>				
<u>0</u>	P01	Upgrade <u>International chassis</u> engine / transmission to 245HP , with Allison 2200 Transmission	\$693.59	\$0.00
<u>0</u>	P02	Upgrade <u>International chassis</u> engine / transmission to 245HP , with Allison EVS-3000 transmission	\$5,020.92	\$0.00
<u>0</u>	P03	Upgrade <u>International chassis</u> engine / transmission to 260HP , with Allison 2200 Transmission	\$1,184.18	\$0.00
<u>0</u>	P04	Upgrade <u>International chassis</u> engine / transmission to 260HP , with Allison EVS-3000 Transmission	\$5,587.17	\$0.00
<u>0</u>	P05	Upgrade <u>International chassis</u> (4400LP only) engine / transmission to 330HP , with Allison EVS-3000 Transmission	\$7,500.16	\$0.00
<u>0</u>	P06	Upgrade <u>International chassis</u> to extended cab, with 9,000 lb. front axle or 10,000 lb. steer, H40 hydraulic brakes and 22.5" tires and aluminum wheels	\$3,764.61	\$0.00
<u>0</u>	P07	Upgrade <u>International chassis</u> to 4 door crew cab, with 2 air suspension seats in rear	\$5,137.18	\$0.00
<u>0</u>	P08	Upgrade <u>International chassis</u> with SCBA passenger side seat with 'Secur-All' brackets	\$1,384.41	\$0.00
<u>0</u>	P09	Upgrade <u>International chassis</u> with 16 point Vogel Lube System	\$2,476.01	\$0.00
<u>0</u>	P10	Upgrade <u>International chassis</u> with Ping tanks on air system	\$430.61	\$0.00
<u>0</u>	P11	Upgrade <u>International chassis</u> with extended warranty (Code #0040DVV) 5 YEAR/300,000 MILES for engine, engine electronics and Injectors	\$3,068.10	\$0.00
<u>0</u>	P12	Upgrade <u>International chassis</u> with extended warranty (Code #0040DVV) 6 YEAR/200,000 MILES for engine, engine electronics and Injectors	\$3,068.10	\$0.00
<u>0</u>	P13	Upgrade <u>International chassis</u> with electronic exhaust brake	\$809.55	\$0.00
<u>0</u>	P14	Upgrade <u>International chassis</u> with fog lights	\$107.65	\$0.00
<u>0</u>	P15	Upgrade <u>International chassis</u> with fleet key feature	\$23.68	\$0.00
<u>0</u>	P16	Upgrade <u>Freightliner chassis</u> to 270 HP Cummins 'ISC' model engine and Allison EVS-3000 transmission	\$8,121.31	\$0.00
<u>0</u>	P17	Upgrade <u>Freightliner M2 chassis</u> to extended cab with 240 ISB engine and 2200 EVS transmission	\$4,722.72	\$0.00
<u>0</u>	P18	Upgrade <u>Freightliner M2 chassis</u> to 4 door crew cab with bench seat in rear	\$16,736.76	\$0.00
<u>0</u>	P19	Upgrade <u>Freightliner M2 chassis</u> to 4 door crew cab with 3 non-air suspension/SCBA seats in the rear	\$17,953.23	\$0.00
<u>0</u>	P20	Upgrade <u>Freightliner M2 chassis</u> to 4 door crew cab with 3 air suspension seats in the rear and passenger side air ride/SCBA seat	\$17,636.73	\$0.00
<u>0</u>	P21	Upgrade <u>Ford F-Series</u> or <u>Dodge 4500</u> Series wheels to aluminum alloy wheels	\$1,184.18	\$0.00
<u>0</u>	P22	Downgrade <u>Ford F-450 (165"WB) chassis</u> to <u>F-350 (165"WB) chassis</u> on select models	(\$3,131.00)	\$0.00
<u>0</u>	P23	Upgrade <u>Ford F-350 (165"WB) chassis</u> to <u>F-450 (165"WB) chassis</u> on select models	\$3,131.00	\$0.00
<u>0</u>	P24	Delete air ride from Ford <u>F or Dodge 4500/5500</u> Series chassis on select models	(\$8,463.00)	\$0.00
<u>0</u>	P25	Add Liquid Spring suspension or Monroe air ride suspension on select models	\$8,884.14	\$0.00
<u>0</u>	P26	Delete air ride from Navistar 4300 Series or Terrastar chassis	(\$1,476.99)	\$0.00
<u>0</u>	P27	Substitute Liquid Spring suspension for air ride suspension on <u>Ford F or Dodge 4500/5500</u> manufactured chassis on select models that include air ride	\$453.22	\$0.00
<u>0</u>	P28	Upgrade <u>Ford F-450/F-550 or Dodge 4500</u> to four wheel drive (4X4)	\$3,148.84	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>CHASSIS OPTIONS (P) (Cont.)</u>				
<u>0</u>	P29	Upgrade <u>Ford F-450 to F-550 cab chassis</u>	\$1,152.00	\$0.00
<u>0</u>	P30	Upgrade <u>Dodge 4500HD to 5500HD cab chassis</u>	\$1,962.00	\$0.00
<u>0</u>	P31	Provide 'Cold Climate Option' for <u>Chevrolet/GMC G-4500</u> chassis	\$807.39	\$0.00
<u>0</u>	P32	Add Mud & Snow tires to <u>International, Freightliner or Kenworth</u> medium duty chassis	\$484.44	\$0.00
<u>0</u>	P33	Add IPD rear sway bar to any Medium chassis (POSSIBLY NOT AVAILABLE WITH AIR BRAKES) or <u>Dodge 4500</u> chassis or <u>Ford F</u> Series chassis (If available on selected chassis)	\$699.74	\$0.00
<u>0</u>	P34	Add IPD front sway bar to <u>International 4300 LP</u> or medium duty chassis or <u>Dodge 4500</u> chassis or <u>Ford F</u> Series chassis (If available on selected chassis)	\$775.10	\$0.00
<u>0</u>	P35	Add PING TANKS to <u>International 4300 LP</u> or medium duty chassis air supply system	\$430.61	\$0.00
<u>0</u>	P36	Upgrade <u>International chassis</u> (4300LP only) DT 466 engine to a Cummins ISB 300	\$1,076.53	\$0.00
<u>0</u>	P37	Move batteries in separate compartment in curbs side forward portion of body (mount on sliding tray)	\$915.05	\$0.00
<u>0</u>	P38	Install lockable fill cover on 'urea' fill when available	\$99.04	<u>\$0.00</u>
<u>0</u>	P100	Chassis manufacturer rebate or discount <u>and/or</u> customer provided chassis cost deduction		
<u>0</u>	P102	Discount for in-stock prior model year chassis		
<u>0</u>	P103	Chassis cost difference between 2014, 2015 or 2016 model year chassis or for engine emission changes		
<u>0</u>	P200	Allowance for Trade-In Vehicle (Vehicle to be mechanically sound, operational and undamaged, unless otherwise noted below)		
Manufacturer: _____		Year: _____		
Model: _____		Mileage: _____		
Miscellaneous Condition Note: _____				

TOTAL AMBULANCE OPTIONS SELECTED :**\$23,767.55**



**AMBULANCE REMOUNT OPTIONS APPLICABLE TO THIS PROJECT ARE SHOWN
AS A SELECTED QUANTITY, WITH PRICE NOTED IN EXTENDED COLUMN**

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
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PACKAGED OPTION GROUPS FOR REMOUNTS ONLY

INTERIOR REMOUNT TRIM PACKAGE FOR REMOUNTS

0	X01	<u>INTERIOR UPGRADE PACKAGE</u> REPLACE ALL CUSHIONS (Price does not include new high back seat if needed) REPLACE FLOOR	\$2,860.33	\$0.00
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EXTERIOR REMOUNT TRIM PACKAGE FOR REMOUNTS

0	X02	<u>EXTERIOR UPGRADE PACKAGE</u> RE- PAINT ENTIRE MODULE (Includes paint prep and prime) NEW FENDERS NEW RUB RAILS NEW DIAMOND PLATE CORNERS AND RISERS	\$12,721.31	\$0.00
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BODY and Chassis MODIFICATION OPTIONS FOR REMOUNTS (XA)

(May be applicable to remounts involving same chassis or remounting to different chassis)

0	XA01	<u>MODIFY BACK OF CAB TO "CRAWL THROUGH" or "WALK-THROUGH WHEN CHANGING TO DIFFERENT STYLE CHASSIS"</u>	\$2,603.04	\$0.00
0	XA02	<u>EXTERIOR FRONT MODIFICATION; MODIFY BODY FRONT TO ACCOMMODATE NEW CHASSIS</u> The front face of the module body is to be modified to accommodate new chassis if required on remount. (does not include paint on front body that may need to be added or interior front wall work that may need to be added, as noted below)	\$1,614.79	\$0.00
0	XA03	<u>MODIFY UNDER BODY FLOOR STRUCTURE TO ACCOMMODATE NEW MOUNTING SYSTEM</u> The underside mounting structure of the body to chassis mounting system shall be modified to accommodate new chassis if required on the remount (utilizing same mounting system as applied to old chassis) (DOES NOT INCLUDE INTERIOR FLOOR OR SUBFLOOR MODIFICATIONS WHEN NEEDED)	\$2,100.00	\$0.00
0	XA04	<u>MODIFY NAVISTAR or TERRASTAR CHASSIS FRAME RAIL LENGTH TO ACCOMMODATE BODY</u> The chassis frame rail shall be modified to accommodate the remount body.	\$1,325.00	\$0.00
0	XA05	<u>ADD UREA or FUEL FILL TO MODULE BODY</u> A urea fill or fuel fill with Cast products housing shall be added to the body side where applicable. (DOES NOT INCLUDE ANY REQUIRED PAINT WORK)	\$161.48	\$0.00
0	XA06	<u>INSTALL A STAINLESS PLATE OVER OLD FUEL FILL OR UREA FILL LOCATION</u>	\$80.74	\$0.00
0	XA07	<u>MODIFY EXTERIOR COMPARTMENT FOR PROPER LOCATION OF FUEL FILL</u> A urea fill with Cast products housing shall be added to the body side where applicable.	\$511.35	\$0.00

PAINT AND STRIPE OPTIONS FOR REMOUNTS (XB)

0	XB01	<u>COMPLETE REPAINT OF MODULE BODY ONLY (Not Including Striping)</u> The modular body shall be painted with the following special paint with color and paint code to be determined. (Price does not include any trim changes)	\$11,411.18	\$0.00
0	XB02	<u>REPAINT OF MODULE BODY FRONT FOR PASS-THROUGH/WALK-THROUGH MODIFICATION</u> The front of the module body shall be repainted due to chassis model change and walk-through/pass through modifications. Paint work to be single color and to be applied inboard of the corner extrusions and below the upper body drip rail.	\$807.39	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>INTERIOR COLOR AND MATERIALS OPTIONS FOR REMOUNTS (XD)</u>				
0	XD01	INSTALL NEW FLOOR and SUB-FLOOR MATERIAL (Requires new cot mount to be selected)	\$2,126.14	\$0.00
0	XD02	INSTALL NEW SIDE and REAR ACCESS DOOR SILL PLATES:	\$237.91	\$0.00
0	XD03	INSTALL NEW INTERIOR UPHOLSTERY (Does not include hi-back seats of any type)	\$1,049.61	\$0.00
0	XD04	INSTALL NEW FORMICA COVERED DOOR PANELS (Price is each panel)	\$207.77	\$0.00
0	XD05	INSTALL CEILING MATERIAL	\$871.99	\$0.00
0	XD06	INSTALL NEW SIDE WALLS	\$1,104.52	\$0.00
0	XD07	INSTALL NEW FORMICA COVERED STREET SIDE OR CURB SIDE WALL RISER (Each)	\$199.16	\$0.00
0	XD08	INSTALL NEW SQUAD BENCH SCAB	\$87.20	\$0.00
0	XD09	INSTALL NEW CUSHION EDGE TRIM (Price is for each side of patient area where needed)	\$93.66	\$0.00
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS FOR REMOUNTS (XE)</u>				
0	XE01	PROVIDE and INSTALL NEW NON-POWERED FERNO (not including Stat Tree) OR STRYKER COT MOUNT Note: Typically requires new floor and sub floor installation from above	\$856.91	\$0.00
0	XE02	PROVIDE and INSTALL NEW FERNO WASHINGTON STAT TRAC COT MOUNT SYSTEM Note: Typically requires new floor and sub floor installation from above	\$1,581.42	\$0.00
0	XE03	INSTALL NEW DOOR HANDLE REZELS (Each)	\$87.20	\$0.00
0	XE04	INSTALL NEW HIGH BACK SEAT WITH 2-POINT BELT	\$255.14	\$0.00
0	XE05	INSTALL NEW HIGH BACK SEAT WITH 3-POINT HARNESS	\$800.94	\$0.00
0	XE06	INSTALL NEW HIGH BACK CHILD SAFETY SEAT WITH 3-POINT HARNESS	\$1,133.58	\$0.00
0	XE07	INSTALL NEW BOXED BASE FOR HIGH BACK SEAT	\$416.62	\$0.00
0	XE08	INSTALL NEW SWIVEL MOUNT BASE FOR HIGH BACK SEAT	\$191.62	\$0.00
0	XE09	INSTALL NEW GAS HOLD OPEN FOR INTERIOR CUSHIONS OR DOORS	\$113.04	\$0.00
0	XE10	INSTALL NEW GAS HOLD OPEN FOR INTERIOR RESTOCKING CABINET FRAMES	\$43.06	\$0.00
0	XE11	INSTALL NEW HOLD DOWN LATCHES (Paddle Style)	\$118.42	\$0.00
0	XE12	INTERIOR FRONT MODIFICATION: MODIFY FRONT INTERIOR WALL TO ACCOMMODATE NEW CHASSIS	\$841.84	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>EXTERIOR ACCESSORY AND TRIM OPTIONS FOR REMOUNTS (XF)</u>				
0	XF01	<u>INSTALL NEW EXTERIOR TRIM PACKAGE</u> The following items shall be installed on the module body: <i>Wheel well fenders, rub rails, diamond plate corner protectors, mirrorized stainless steel splash shields and rear kick plate</i>	\$1,937.75	\$0.00
0	XF02	<u>INSTALL NEW STAINLESS STEEL FENDERS (Price is for each fender)</u>	\$486.59	\$0.00
0	XF03	<u>INSTALL NEW STAINLESS STEEL or DIAMOND PLATE RUB RAILS (Price is for each rub rail)</u>	\$163.63	\$0.00
0	XF04	<u>INSTALL NEW MIRRORIZED STAINLESS STEEL FRONT SPLASH GUARDS (Price is for each plate)</u>	\$74.28	\$0.00
0	XF05	<u>INSTALL NEW DIAMOND PLATE CORNER GUARDS (Price is for each corner)</u>	\$54.90	\$0.00
0	XF06	<u>INSTALL NEW REAR DIAMOND PLATE STEP RISER</u>	\$249.75	\$0.00
0	XF07	<u>INSTALL NEW REAR STEP ASSEMBLY</u> A new hinged rear step with diamond plate corner guards shall be installed	\$968.87	\$0.00
0	XF08	<u>INSTALL NEW REAR DOOR HOLD OPENS</u> new 'Grabber' hold opens shall be installed on the rear of the vehicle.	\$102.27	\$0.00
0	XF09	<u>INSTALL NEW GAS SHOCK HOLD OPENS FOR DOORS (Each)</u> New gas shocks shall be installed where applicable on either exterior compartment or access doors	\$91.50	\$0.00
0	XF10	<u>INSTALL NEW COMPARTMENT AND ACCESS DOOR DRIP RAILS</u>	\$338.03	\$0.00
0	XF11	<u>COMPARTMENT OR ACCESS DOOR HARDWARE SERVICE (Each)</u> Module door hardware where needed shall be serviced	\$113.04	\$0.00
0	XF12	<u>INSTALL POWER VENT SYSTEM</u>	\$216.38	\$0.00
0	XF13	<u>INSTALL POWER VENT SYSTEM</u>	\$134.57	\$0.00
<u>RADIOS AND CONSOLES FOR REMOUNTS (XG)</u>				
0	XG01	<u>INSTALL NEW 3-STUD RADIO POWER AND GROUND STUD GROUP (price per group)</u>	\$135.64	\$0.00
<u>INTERIOR CABINET OPTIONS FOR REMOUNTS (H)</u>				
0	XH01	<u>REPLACE SLIDING PLEXIGLAS DOOR HANDLES (Each)</u> Interior sliding door handles shall be replaced where necessary.	\$12.92	\$0.00
0	XH02	<u>REPLACE STAINLESS STEEL SOUTHC0 LATCHES (Each)</u> Interior hinged doors handles shall be replaced where necessary with non-locking Southco paddle latches	\$43.06	\$0.00
0	XH03	<u>REPLACE STAINLESS STEEL SOUTHC0 HD LOCKING LATCHES (Each)</u> Interior hinged doors handles shall be replaced where necessary with locking Southco paddle latches	\$49.52	\$0.00
0	XH04	<u>REPLACE SLIDING PLEXIGLAS DOORS (Each)</u>	\$77.51	\$0.00
0	XH05	<u>REPLACE HINGED PLEXIGLAS DOORS (Each)</u>	\$118.42	\$0.00
0	XH06	<u>REPLACE COMBINATION FRAMED PLEXIGLAS DOORS (Each)</u>	\$227.15	\$0.00
0	XH07	<u>REMOVE COUNTER TOP FOR REPLACEMENT</u>	\$58.13	\$0.00
0	XH08	<u>INSTALL NEW STAINLESS STEEL COUNTER TOP (Each)</u>	\$150.71	\$0.00
0	XH09	<u>INSTALL NEW FORMICA COVERED INHALATION PANEL</u>	\$290.66	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) FOR REMOUNTS (XI)</u>				
0	XI01	<u>REMOVE OLD ELECTRICAL SYSTEM AND INSTALL NEW INTELLIPLEX SYSTEM</u> Note: Includes new front and rear switch panels, new input/output modules and computer system	\$4,306.11	\$0.00
0	XI02	<u>REMOVE OLD MODULE BODY WIRING HARNESS AND INSTALL NEW WIRING HARNESS</u>	\$2,798.97	\$0.00
0	XI03	<u>INSTALL NEW 45 AMP BATTERY CHARGER</u>	\$461.83	\$0.00
0	XI04	<u>INSTALL NEW FLORESCENT LIGHTS, 24 INCH, EACH</u> Install 24 inch, 12 volt fluorescent ceiling light fixtures.	\$203.46	\$0.00
0	XI05	<u>UPGRADE INTERIOR LIGHTING TO WHELEN LED FIXTURES (WHELEN or WELDON) (Price is Each)</u>	\$296.04	\$0.00
0	XI06	<u>CHANGE SHORELINE TO: STRAIGHT 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)</u>	\$227.15	\$0.00
0	XI07	<u>CHANGE SHORELINE TO: KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET</u> Install a Kusssmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	\$585.63	\$0.00
0	XI08	<u>ADD POWER ON INDICATOR LIGHT FOR SHORELINE</u> Install a pilot light to indicate presence of AC power at shoreline Inlet.	\$59.21	\$0.00
0	XI09	<u>INSTALL NEW SHORELINE COVER</u>	\$59.21	\$0.00
0	XI10	<u>INSTALL NEW REVERSE ALARM</u>	\$107.65	\$0.00
0	XI11	<u>INSTALL NEW STEP-WELL LIGHT</u>	\$152.00	\$0.00
<u>VISUAL WARNING SYSTEM OPTIONS FOR REMOUNTS (XJ)</u>				
0	XJ01	<u>INSTALL NEW WHELEN "FREEDOM" LINEAR SUPER LED LIGHT BAR WITH 8 LED MODULES</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$2,637.49	\$0.00
0	XJ02	<u>INSTALLATION CHARGE FOR FRONT LIGHT BAR ON CAB ROOF</u>	\$171.17	\$0.00
0	XJ03	<u>INSTALLATION CHARGE FOR FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY</u>	\$171.17	\$0.00
0	XJ04	<u>INSTALL NEW WHELEN 900 SERIES HALOGEN LIGHT (Price is each)</u>	\$173.32	\$0.00
0	XJ05	<u>INSTALL NEW WHELEN 900 SERIES LINEAR SUPER LED or 'MV' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	\$377.86	\$0.00
<u>VISUAL NON- WARNING SYSTEM OPTIONS FOR REMOUNTS (XK)</u>				
0	XK01	<u>INSTALL NEW TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: includes 600/700 SERIES FLANGE mounting flange, with arrow turn signal	\$1,063.61	\$0.00
0	XK02	<u>REPLACE INDIVIDUAL RED OR AMBER BODY ICC LIGHTS (Price is each light)</u>	\$47.37	\$0.00
0	XK03	<u>INSTALL NEW WHELEN HALOGEN SIDE SCENE LIGHTS (Price is each light)</u>	\$204.54	\$0.00
0	XK04	<u>INSTALL NEW REAR WHELEN 900/700 HALOGEN SERIES LOADING LIGHTS (Price is each light)</u>	\$213.15	\$0.00
0	XK05	<u>INSTALL NEW LED TYPE ICC REQUIRED RUNNING LIGHTS (Price is per pair)</u>	\$435.99	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>AUDIBLE WARNING SYSTEM OPTIONS FOR REMOUNTS (XL)</u>				
<i>Note: sirens below do not include installation charges.</i>				
<u>0</u>	<u>XL01</u>	<u>INSTALL NEW WHELEN 295SLSA1</u>	<u>\$410.16</u>	<u>\$0.00</u>
<u>0</u>	<u>XL02</u>	<u>INSTALLATION CHARGE FOR NEW SIREN</u>	<u>\$184.09</u>	<u>\$0.00</u>
<u>OXYGEN SYSTEM OPTIONS (XM)</u>				
<u>0</u>	<u>XM01</u>	<u>PROVIDE AND INSTALL NEW ONBOARD SSCOR SUCTION UNIT</u>	<u>\$497.36</u>	<u>\$0.00</u>
<u>TOTAL AMBULANCE REMOUNT OPTIONS SELECTED :</u>				<u>\$0.00</u>

**SCHEDULE B: UNLISTED OPTIONS***(Applicable Options not listed on the Horton, State of Ohio Term Schedule)***CUSTOMER:** _____

Unlisted option	Description	Price
1	SEE SPEC FOR 2013 CHASSIS SPECIFICATIONS	\$0.00
2	OLD STYLE BELLOW WITH TRIM RING	\$50.00
3	WIDE REAR DOCK BUMPERS	\$83.00
4	CUSTOM ESCAMBIA COUNTY STYLE REAR STEP/BUMPER	\$300.00
5	FUEL TANK COVERS	\$1,846.00
6	SAFETY VISION MINI DVR	\$1,563.00
7	PULL-OUT TRAY IN #2 COMPARTMENT	\$410.00
8	CUSTOM CURBSIDE REAR COMPARTMENT CONFIGURATION	\$250.00
9	CRASH BARRIER COMPARTMENT WITH (2) SHELVES, CREDIT STD COMPT.	\$139.00
10	6" DOUBLE STEP ENTRY	\$626.00
11	LATCH ACCESS HOLES	\$200.00
12	SCORPION IN LIEU OF TAPE ON THRESHOLDS	\$100.00
13	ESCAMBIA COUNTY PAINT DESIGN	\$2,350.00
14	CONTINUOUS HINGE ON CABINETS IN LIEU OF STANDARD	\$0.00
15	CUSTOM LINEN CABINET DESIGN PER SPECIFICATIONS	\$1,789.00
16	DELETE STRETCHER CUPS/WELL ON BENCH CUSHION	(\$50.00)
17	BAR STYLE BACKREST CUSHIONS IN LIEU OF STANDARD	\$0.00
18	S/S CUSHION BOTTOM IN LIEU OF STANDARD	\$100.00
19	ROBINSON ROLL-UP ON FORWARD BENCH SIDE CABINET	\$1,127.00
20	ADDITIONAL GRAB RAIL, 6', PATIENT AREA CEILING	\$130.00
21	(2) 10# EXTINGUISHERS LOCATED PER SPEC.	\$207.00
22	PREPARE FOR TRANSFIRE WINCH SYSTEM PER SPEC	\$300.00
23	WHELEN ULTRA FREEDOM LIGHTBAR PER SPEC	\$2,820.00
24	WHELEN M SERIES LIGHTING PACKAGE PER SPEC DETAIL	\$6,978.00
25	WHELEN 295SLSC1 SIREN PLUS INSTALL	\$441.00
26	M6 SIDE MARKER LIGHTS IN LIEU OF STANDARD	\$412.00
27	SCENE AND LOAD LIGHT PROGRAMMING PER SPEC	\$298.00
28	MODULE DISCONNECT TIMER	\$94.00
29	WHELEN REPORT LIGHT IN LIEU OF STANDARD	\$135.00
30	CLOCK	\$194.00
31	LED STEPWELL LIGHT IN LIEU OF STANDARD	\$73.00
32	CAB CEILING LIGHTS	\$198.00
33	LIGHT TIMER AND 3-SWITCH PANELS	\$450.00
34	LED DOME LIGHTS IN LIEU OF STANDARD	\$2,608.00
35	CAB LIGHTING CONTROL PROGRAMMING	\$64.00
36	(3) ROM DUROLUMEN LIGHTS	\$660.00
37	CUSTOM HVAC UNIT IN LINEN CABINET	\$301.00
38	PERKO STATIC AND POWERED EXHAUST VENTS IN LIEU OF STANDARD	\$438.00
39	110V ELECTRIC HEATER	\$429.00
40	EXTRA RADIO POWER/GROUND	\$86.00
41	RADIO INSTALL TO SPEC	\$198.00
42	(1) ADDITIONAL O2 OUTLET	\$225.00
43	LETTERING AND GRAPHICS TO MATCH ESCAMBIA COUNTY FLEET	\$1,491.00
44	MULTIPLE UNIT DISCOUNT	(\$1,000.00)
45	DELIVERY	\$1,500.00
46	FUEL/TAG SURCHARGE	\$304.00
47	ESCAMBIA COUNTY DISCOUNT	(\$27,400.55)
48		\$0.00
49		\$0.00
50		\$0.00
UNLISTED OPTIONS TOTAL :		\$3,516.45



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8588

County Administrator's Report 9. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: Purchase of Four Ambulance Re-Mounts for the Public Safety
Department VE 14-15.023

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Four Ambulance Re-Mounts for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of the four ambulances:

A. Authorize the County to piggyback off the State of Ohio State Term Contract STS233, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for four new, unused 2015 or current year model Navistar 4300 Series Chassis, for the Public Safety Department, to Halcore Group, Inc. (d/b/a Horton Emergency Vehicles), in the amount of \$719,992, according to the Specification Number VE 14-15.023.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 14-15.023 Public Safety Department Vehicle Purchase #3 was posted on May 29, 2015 for a period of 30 days. A quote was obtained by Horton Emergency Vehicles Company for the purchases based on the specifications in VE 14-15.023. No other quotes were received.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

VE 14-15.023

Horton Quote



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: Four (4) ea.

Base Description:

Year: New, unused 2015 or current year model -

Model: EMERGENCY MEDICAL MODULE, supplied by customer, to be re-mounted/installed on New, unused, Manufacturer model chassis, Navistar 4300 or direct equivalent, as per specifications listed.

Color: See Specification page(s)

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120 days

Maximum Budgeted Purchase Amount:

\$ 179,998.00 per unit

VE14-15.023 Vehicle Purchase #3 – Public Safety Department - EMERGENCY MEDICAL MODULE,
supplied by customer, to be re-mounted/installed on
New, unused, Manufacturer model chassis, Navistar 4300 or direct equivalent, as per
specifications listed.

**SPECIFICATION FOR A NEW EMERGENCY MEDICAL VEHICLE
FOR ESCAMBIA COUNTY EMS**

Ambulance Manufacturing Requirements of Escambia County, Florida:

Ambulance manufacturer will provide ambulance crash testing results to Escambia County upon request.

Construction of the ambulance will be Dealer Direct

CHASSIS, NEW 2015 NAVISTAR 4300LP, 102" C/A

The chassis required to complete the new ambulance shall be supplied by manufacturer. All chassis ordered with OEM air rides will include a manufacturer installed air tank drain line, running from the tank(s) to the bottom side of the rub rail.

SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS

!!! Chassis to include engine hour meter.

SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS

!!! Install a trim ring around the cab side of the pass-through to duplicate previous vehicles. Trim lock must be glued in place or bolted

**CHASSIS INTERIOR COLOR SHALL BE
GRAY**

CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES

HUB & LUG NUT COVERS, STAINLESS FOR NAVISTAR 19.5"

Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.

TIRE SIZE, 19.5", MEDIUM DUTY:

This vehicle is specified to have 19.5" tires.

CHASSIS IS EQUIPPED WITH AIR BRAKES:

This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.

CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST

The chassis specified above is to include a horizontal exhaust.

CHASSIS HORSEPOWER RATING IS UP TO 300 HP

The chassis specified above will have the standard cab height.

Note: Engines with less than 260 hp may have raised cab due to cooling package and larger radiator.

WIDE DOCK BUMPERS

Install wide style rear dock bumpers. Not applicable with bumper option BH11E000.

REINFORCE REAR BUMPER END CAPS

Reinforce end caps of rear bumper for greater impact resistance. This option is not compatible with a shock absorbing rear step.

REAR STEP/ BUMPER ASSEMBLY

The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling.

!!! This step to be installed 3.00" from the rear diamond plate riser to the back of the step.

!!! Install a custom lift up center section with a 1.00" high notch in the lower edge of the rear vertical diamond plate edge to prevent cot runners from dragging on the step when it is in the up position. Reinforce lift up section with flat stock.

!!! Step reinforcement must be 1.5" box tubing with (2) equally spaced dividers for support. Duplicate of previous vehicles.

FUEL TANK COVERS, DIAMOND PLATE, FOR NAVISTAR 4300 CHASSIS

diamond plate step well covers shall be installed on both the curb and street side cab step wells. the covers shall be made of .125" thick polished diamond tread plate with a minimum 3003-h14 alloy. The cover shall include a pull out tray for chassis batteries.

AIR SUSPENSION SWITCH: dump override

A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door. Switch Locate: rear curbside riser, near right rear door, above riser trim. Note: Use new 3-switch panels. Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.

!!! Recessed approximately 1" installed so as not to interfere with backboard depth. Minimize the depth of the closeout. Install a closeout around all wiring and cover closeout with rubber matting to match remainder of compartment. wiring to exit out the top of the panel closeout and travel up the left rear corner so as not to interfere with storage in this area.

MIRROR: OEM

The mirror set shall be OEM supplied, and installed by the chassis manufacturer.

BACKUP ALARM RESET

Backup alarm to automatically reset to on if alarm was manually canceled using the control panel alarm cut-off switch (FL25) during previous use.

DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VIEWING

Install a Voyager VCCS150 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below.

Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed into reverse. The second camera is to provide a view of the patient area when selected. Interior camera location: over rear doors
!!!!Install the exterior camera between the center icc light and the curbside loading light.

OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER

OEM AM/FM/CD player shall be provided by the OEM manufacturer on all supplied chassis.

Note: This option applies only to chassis supplied by manufacture. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.

SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES

!!! Install a safety vision mini dvr system on the front windshield just below "ambulance" lettering. Do not install any lower than necessary.

CONVERSIONS

PREVIOUS VEHICLE REFERENCE

This option is to be used for comparison purposes only.
Specifications are specific to each order.

CONVERSION MODEL: MEDIUM DUTY NAVISTAR 4300

MINIMUM BODY DIMENSIONS:

(Exterior)

-Height: 91"

-Width: 96"

-Length: 167"

(Interior)

-Height: 72"

-Aisle 20"

-Width: 20" (from edge of cot in wall position to squad bench riser)

-Length: 163"

OVERALL DIMENSIONS (Including Chassis, Module and Step):

-Height: 110" (to top of vent)

-Width: 100"

-Length: 290" Navistar

289" International

!!! Vehicle to include 72" headroom as standard.

!!! Do not install sliding plexiglass in the pass through.

!!! Install two access holes, one top and one bottom, of each compartment door to duplicate previous vehicles. cover with aluminum plates screwed into place with reflectors attached.

!!! Note: previous orders have experienced numerous door latch failures. Pay close attention to rods, clips and pins at point of install.

!!! All led compartment lighting is to be full length. Do not cut short.

STREETSIDE FORWARD:

Clear Door Opening: 16.2" wide x 80.6" high

Actual Compartment 18.9" wide x 83.6" high x 21.5"

This area shall be accessed through a single outside hinged door. The

compartment shall house the vehicle's primary O2 cylinder. The compartment shall be vented to the outside.
!!! Louvers to be stamped facing down ilos.

SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

A diamond plate adjustable shelf shall be installed in the following Location.

Locate: Approximately 60" from floor of compartment

STREETSIDE INTERMEDIATE:

Clear Door Opening: 48.2" wide x 27.8" high

Actual Dimensions: 51.9" wide x 31" high x 21.5"

This area shall be accessed through double, outside hinged doors.

Both doors shall have exterior door handles and latching devices.

!!! Louvers are to be stamped facing down ilos.

!!! Install all electrical equipment on ceiling of compartment and cover with an expanded metal guard. Make sure access holes are cut in the correct locations.

!!! Rotate occupant protection system closeout to maximize storage space.

!!! Install trim lock around all holes for wiring.

SHELF, PULL OUT TRAY FOR EXTERIOR COMPARTMENT

Diamond plate pull-out tray with Accuride slides installed as noted below:

Locate: 4" down from electrical equipment. track to be full height.

!!! Tray to lock in the 'in' and 'out' position and be adjustable.

STREETSIDE REAR:

Clear Door Opening: 32" wide x 80.6" high

Actual Dimensions: 37.4" wide x 83.6" high x 21.5"

This area shall be accessed through double, outside hinged doors.

Both doors shall have exterior door handles and latching devices:

!!! Louvers are to be stamped facing down ilos.

COMPARTMENT HEIGHT Modify: First, street side

The height of the standard compartment for this model shall be modified. This is the first street side compartment height modification and shall include affected modifications to the interior cabinet.

Height Modification: Decrease by 22"

SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

A diamond plate adjustable shelf shall be installed in the following location.

!!! Note location of extinguisher. leave room to allow adjustment in shelf.

CURBSIDE REAR:

Clear Door Opening: 25" wide x 80.6" high

Actual Dimensions: 29.6" wide x 83.6" high x 21.5"

This area shall be accessed through a single outside hinged door

!!! Louvers to be stamped facing down ilos.

!!! In addition to decreasing width of compartment 4" add a 3" offset in right hand side of compartment that protrudes into the door opening for 75" of usable length in bench.

!!! Install an aluminum angle 60" from floor of this compartment to prevent 72" long backboards from falling out if the vehicle is parked on an incline. cover the angle with gray stick-on rubber matting. it will be necessary to load the backboards top first in behind the angle.

!!! Install an angled trim piece in the left rear corner of the compartment and cover with rubber matting. this piece is to close off the wiring from the recessed switch panel in the riser.

COMPARTMENT WIDTH Modify: first, curbside

The width of the standard compartment for this model shall be modified. This is the first curbside compartment width modification and shall include affected modifications to the interior cabinet.

Width modification: Decrease 4"

SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

A diamond plate adjustable shelf shall be installed in the following location.

Locate: Right side of divider for inside outside access

DIVIDER FIXED, VERTICAL COMPARTMENT

Install a 16" deep fixed vertical divider shall be installed in the location listed below. (Divider material is to match the compartment material)

locate: 12" from right hand wall

KKK-A-1822F CERTIFICATION LABEL

The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

BODY MODIFICATIONS/OPTIONS

CRASH BARRIER SAFETY CONFIGURATION

The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment with three standard shelves .125" thickness. The bench must remain a minimum of 72" long.

!!! Note 'd' bottle storage. Storage housing to be welded into compartment.

!!! Louvers are to be stamped facing down ilos.

!!! Compartment to be 22" od wide to duplicate previous vehicles.

!!! Install only two (2) shelves in this compartment.

!!! Fabricate interior door panel as a two-piece panel. attach panels with hex head screws ilos.

SIDE DOOR: relocate

The side patient access door shall be relocated from its standard location.

!!! Crash barrier configuration.

DOUBLE STEP CURBSIDE ENTRY 6" DROP SKIRT

The curbside skirt, forward of the rear wheel well shall be dropped 6 inches. Two integral ALD steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.

PATIENT AREA SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE

Install standard sound control package.

WALK THROUGH MODIFICATION FOR CUSTOM HEAT/AC SYSTEM

Shift the bulkhead opening 2" toward the curbside of vehicle so it is compatible with the custom heat/ac unit.

!!! Pass through vehicle.

SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! Increase height of rear doors approximately 2" to match previous vehicles. see drawing.

SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! Extend the curbside wheelhouse to the rear compartment.

SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! Punch access holes in all interior door panels for access to latching mechanisms, top and bottom, as well as handle assemblies to duplicate previous vehicles. cover holes with cover plates and install reflectors per standard. compartment at head of bench to include a two piece panel ilos.

MODULE BODY HARDWARE

PRIVACY WINDOWS, REAR MODULE BODY ENTRY DOORS

The rear module entry doors shall have solid windows. The windows shall have dark privacy glass. The windows shall meet FMVSS glazing standards. No films are to be used.

!!! Side door window to be fixed ilos.

STAINLESS STEEL SPLASH SHIELDS

Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.

MODULE BODY FENDERS: stainless steel

Rear wheel housings shall have stainless steel flare skirts to protect the wheel house opening and side body finish.

DIAMOND PLATE LOWER BODY RUB RAILS

Aluminum diamond plate lower body rub rails are to be along the bottom of the body on each side.

Install chrome Cast Products "Grabber" style rear door hold opens.
(Note: hold opens must be relocated if telescopic lights are ordered)

ELECTRIC DOOR LOCKS: compartment

Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key. (wired to OEM locks).

ELECTRIC DOOR LOCKS: access doors

Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door, and controlled with the access door locks. Locks may be overridden by a

manual slide lever or by the door key. (wired to OEM locks).
!!! Install an additional door lock switch in the inhalation panel. This switch to operate all locks.

ELECTRIC DOOR SWITCH: programmable touch pad

The patient area power door locks will include an exterior programmable touch pad system located near the body side access door.

Locate: (1) each side of body per drawing and (1) on rear per drawing.
!!! program to '35791' to lock and '555' to lock.

ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES

The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.

RECESSED LICENSE PLATE BRACKET

A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include LED lighting in the top to illuminate the license plate.

REFLECTORS:

All patient compartment entry doors shall have red reflectors in the lower corner.

MATEFLEX IN EXTERIOR COMPARTMENTS

Mateflex will be installed on the floor and shelves of all exterior compartments.

Color: Black

RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT

The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area.

Color: Gray

SPECIAL INSTRUCTION, MODULE BODY HARDWARE

!!! Spray all thresholds normally covered with anti skid tape with black scorpion material. do not install anti skid tape.

PAINT AND STRIPING

CHASSIS PAINT: standard white

Chassis color to be standard white.

MODULE PAINT: standard white

Paint module standard white Sikkens #FLNA4002.

STRIPE: custom

Special paint stripe

See drawing

Paint Color: Red

Paint Number: FLNA3042

!!! Install an 8.00" wide bellline stripe with 1.125" sapphire blue vinyl spaced .250" above and below stripe with "qrs" going into top of stripe. see drawing.

!!! Add a lower skirt stripe with 1.125" blue vinyl starting at top of rear corner guard then a .250" gap then the painted stripe to the bottom of the body.

!!! Sapphire blue vinyl listed in #220-37 pn# 10001920

SPECIAL INSTRUCTION, PAINT & STRIPING

!!! Spray all thresholds normally covered with anti skid tape with black scorpion material. do not install anti skid tape.

F INTERIOR CABINET DOORS, HANDLES & HARDWARE

FULL HEIGHT PULL HANDLES ON SLIDING PLEXIGLAS DOORS
All sliding cabinet doors to have full length pull handles.

LATCH, HINGED DOOR: Southco flush stainless steel pull style
Install stainless flush mount Southco pull latches on the hinged interior cabinet doors.

PLEXIGLAS COLOR: light tint
All Plexiglas doors to be light tint.

AVONITE COUNTER TOP WITH COVED INTERIOR EDGES
An Avonite counter top shall be installed made from the material listed below. The inside vertical and horizontal shall have a smooth rounded radius instead of a 90 degree mated surface.
Color: Brazilian Blue

INHALATION PANEL (STANDARD):
The inhalation panel is to be fabricated from composite material and covered with Formica to match to color selected.
!!! Panel to be angled and shortened per standard.

SPECIAL INSTRUCTION, CABINET DOORS, HANDLES & HARDWARE
!!! All interior hinged cabinet doors (plex and solid) are to be installed using stainless steel continuous hinge. Install nuts and bolts in all holes. Do not mix dissimilar metals.

INTERIOR COLORS, UPHOLSTERY AND SEATING

INTERIOR COLOR SCHEME: Custom
Interior colors are as follows:
Floor: Loncoin Fleckstone sapphire #152
Riser: Indigo blue with port accent stripe
Wall: Fashion gray glossie
Cabinet: Fashion gray aluminum
Upholstery: Flint gray

INSIDE CABINET FINISH: paint
The interior of all aluminum cabinets shall have a durable paint finish. The painted surface shall be washable and non-absorbent.

RISERS:
The interior of this vehicle is to contain no wood or wood products. The risers are to be made of reinforced structural composite board covered with Formica per the color description. Formica will not be installed on the risers if stainless steel riser options are selected.

EVS CHILD SAFETY SEAT WITH 3-POINT SEAT BELT
Install a high back bucket seat with built in child seat restraints and 3-point occupant restraint. The seat to be adjustable front to rear. Standard seatbase. Heat/ac will still be located in the bottom of the linen cabinet. Include door on seat base to access storage area. Door is to be

perforated design.

SEAT BELTS:

Install standard seat belt package for use with airbag system

Note: Requires option for occupant protection system.

INTERIOR CABINETRY, STREET SIDE

LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM

A vertical storage cabinet shall be located behind the attendant seat. The upper storage area shall house the primary electrical distribution area. The lower section shall be used to house the vehicle heat/ac unit. The outer surface of this area will be covered with perforated stainless steel providing intake air to the heat/ac unit. The center section can be utilized for miscellaneous storage. The electrical distribution area and the center storage area shall be accessed through hinged doors.

The electrical distribution area shall include a Southco key lock/latching device. The entire cabinet shall be fabricated from aluminum and shall then be painted, unless otherwise specified. option must also be selected when this option is used.

!!! See existing fleet for installation of refrigerator in this area.

!!! Note doors to be designed differently for use with EMS supplied locks. Prepunch holes for locks making sure that the arms on the locks will reach to secure the door.

!!! Add large bumper pads to door to protect wall when opened.

!!! Upper electronics door to include a square vent in door to duplicate previous.

!!! Install large rubber bumpers on all doors to keep them from hitting the front bulkhead.

!!! Trim refrigerator opening sufficiently to eliminate any existing sharp edge. install drain line on the refrigerator drain pan.

!!! Trim refrigerator door to eliminate sharp edges.

!!! Ship loose both keys that come with the two customer-supplied locks

Patient Compartment Air Bag System:

The unit is to be equipped with an air bag system in patient compartment.

STREETSIDE WALL WITH CPR SEAT

Street side wall to have CPR configuration.

See drawings

Configure: street side cabinets to be 18" deep.

!!! Cabinet wall per drawing.

!!!Note installation of special led light above o2 panel ilos bar light. light to be mounted flush without any angles and as far out toward the edge of the cabinet as possible.

!!! Install small oscillating fan in open area to rear of cpr seat.

LIFT UP CABINET FRAMES: street-side

Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.

Locate: both upper cabinets

PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL

Pull out drawer(s) shall be installed in the main cabinet wall at the locations listed below.

!!! Pull out writing tray only.

!!! Install below inhalation counter in cabinet so cabinet door must be opened to access pull out writing tray.

MONITOR BRACKET

The monitor bracket, as specified below, is to be installed as noted.

Manufacturer: ferno washington

Model number: fw m200

Location: rearward end of inhalation counter per drawing

!!! Install avonite spacers under bracket to allow it to swivel.

SPECIAL INSTRUCTION, STREETSIDE CABINETRY

!!! Fabricate an aluminum filler box of 3/16" material and weld to the top of the streetside rear compartment to fill the gap between the top of the compartment and the bottom of the upper interior cabinet.

I INTERIOR CABINETS AND SQUAD BENCH, CURB SIDE

SQUAD BENCH STORAGE:

Storage shall be provided under the bench cushions. The area shall run where possible under the bench. The storage pan shall be fabricated from aluminum and shall be accessed by raising the split cushions.

!!! Must have 75" bench length.

SQUAD BENCH: DELETE CUPS AND WELLS

A 22" wide x 72" long bench cushion shall be provided on the curb side of the patient area. The cushion shall be split. No provisions for stretcher cups and wells are provided.

!!! Cushions to include 1" overhang.

!!! Must have 75" bench length.

BENCH HOLD OPENS: gas

Install gas spring hold opens on squad bench lid.

BENCH HOLD-DOWN: paddle latches (Pair)

Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.

BENCH CUSHION EDGE TRIM:

Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears..

Install stainless steel plate on bottom of cushion.

BENCH BACK CUSHION: full size

Delete individual squad bench back cushions. Install full size cushion.

SHARPS/WASTE STORAGE IN A PULL OUT DRAWER IN SQUAD BENCH

Install a drawer in the face of the squad bench in the specific location noted below. This drawer will house both sharps and waste containers.

Locate: head of bench to open into aisle

CURBSIDE OVERHEAD CABINET: hinged doors

Storage shall be provided above the squad bench. The storage shall run the full length of the squad bench and shall be accessed through hinged Plexiglas doors that are held in the open position with gas activated rods. The entire cabinet shall be fabricated from aluminum. The cabinet is to be 9" H to meet current K requirements.

!!! Note location of O2 outlet.

!!! Install a painted divider in the center of cabinet.

PASS THROUGH ACCESS TO THE CURBSIDE REAR COMPARTMENT

Inside/outside access to the curbside rear compartment shall be provided as described. Width is to be determined by the location of any exterior divider and the height shall start 41" from the exterior compartment floor to interior closeout unless noted otherwise below.

!!! Upper portion on aisle side

Door style: hinged plexiglas

Note: Install a magnetic door switch to activate lighting inside compartment.

SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! Install a storage area for three 'D' bottles in the cabinet at the head of the bench. the bottles are to be accessible from the stepwell with an exterior style door with trimark handle. This will create a 'floor' inside the compartment at about interior floor level. Bottom will only be accessible from the exterior. this will pass through cabinet at head of bench and protrude into end of bench pan to include rubber strips along the bottom to hold the bottles *in place*. Bottle storage housing to be welded into compartment.

SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! Use old style bar type cushions. behind the upper cushion install an access plate, to be covered by the cushion, to access the nuts on the back sides of the shoulder belts.

INTERIOR CABINETS, FRONT**ROBINSON ROLL UP DOOR, FULL HEIGHT**

A full height Robinson roll up door shall be provided. The door is to include a lift bar latch with key lock.

!!! Install a full height front roll style.

!!! This option applies to the compartment at the head of the bench.

!!! Note width of compartment/cabinet.

MODULE INTERIOR ACCESSORIES AND TRIM**I.V. HOOKS: Perko**

Install Perko I.V. hook where indicated.

Locate: foot of cot

Chest of bench

Foot of bench

Chest of cot

IV HANGER, CAST PRODUCTS WITH RUBBER ARM

Cast products recessed IV hangers with rubber arms for attaching solution bags shall be installed in the designated locations.

Locate: over foot of cot

CEILING GRAB RAIL: standard (2) 2ft rails or (1) 6ft rail anti-microbial
Cabinet wall "A" will have (1) 6' rail over cot as standard.
Cabinet wall "B" will have (2) 2' rails, 1-forward and 1-to rear of
CPR seat.

GRAB RAIL: additional 6ft with anti-microbial coating
Additional (6)ft long ceiling mounted stainless steel grab rail with
anti-microbial coating.
Locate: curbside of ceiling per drawing

VERTICAL GRAB RAIL INSTALLATION, 2 FT. ANTI-MICROBIAL
Install 2' stainless steel grab rail with anti-microbial coating.
Locate: on angle at end of bench wall to assist with entry through side
door

PATIENT DOOR GRAB RAILS: angled with anti-microbial coating
All patient access doors to have heavy duty angled stainless steel
grab rails with smooth radius corners and flange mounting and
anti-microbial coating.

FLOOR TRIM
Trim floor with cove molding at non rolled areas of floor.

CABINET TRIM
Trim all vertical and horizontal edges.

CEILING MATERIAL, PLATINUM WHITE ALUMINUM COMPOSITE
The standard module ceiling material shall be platinum white aluminum
composite.

REAR RADIO SPEAKERS
Install two rear speakers in patient compartment.
Volume control to be integral to the rear switch panel and controlled
by individual up/down momentary switches.
Locate: over rear doors

SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM
!!! Install (2) 10# abc fire extinguishers #10007995 with #10007996 vehicle
mounts at final inspection. general locations are as follows:
bulkhead wall flush with floor far enough toward the stepwell so as not to
interfere with the linen cabinet doors.
ss rear compartment left hand wall just above shelf to be accessible.

COT MOUNTS AND ACCESSORIES

COT MOUNT, DUAL: Stryker
Install Stryker cot mount for dual locations
Cot: styker power pro
Position: dual

SPECIAL INSTRUCTIONS, COT MOUNTS & PATIENT HANDLING
!!! Install floor mount plates for winch next to attendant's seat and
provide power for transafe winch system at this location.

LIGHTBARS FRONT AND REAR

FRONT LIGHTBARS FOR 96" BODIES

LIGHT BAR: custom front

Install special front light bar.

Model: Whelen ultra freedom 55" bar with clear lens.

configure:[red rear corner][r][w][r][w][r][w][r][red rear corner]
all led

LIGHT BAR MOUNT: cab roof

Mount light bar on cab roof.

Model: selected above

ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS

WIG WAG HEADLIGHTS:

Install wig wag headlight flasher.

WHELEN M SERIES LIGHTING OPTIONS:

M4 SERIES LED, RED

whelen m4 series l.e.d. lights shall be installed in the designated locations.

Location: grille and intersection lights

Location: install (4) in grille with the lower lights inboard to form a 'v' pattern.

lens color: clear

!!! Install with appropriate housings.

M6 SERIES LED, RED

Two (2) at rear module door curb and streetside inline

M9 SERIES LED, AMBER

Whelen m 9 series l.e.d. lights shall be installed in the designated locations.

Location: over rear doors

Lens color: clear

M7 SERIES LED, RED/AMBER SIDE TO SIDE SPLIT

Whelen m7 series l.e.d. lights shall be installed in the designated locations.

Location: rear riser

Lens color: clear

!!! Lights to activate when the rear doors are opened with the ignition 'on' only.

M7 SERIES LED, RED/WHITE SIDE TO SIDE SPLIT

Whelen M7 series L.E.D. lights shall be installed in the designated locations.

Location: over rear wheelwells

Lens color: clear

M9 SERIES LED, AMBER

Whelen M9 series L.E.D. lights shall be installed in the designated locations.

Location: rear at window level

Lens color: clear

M9 SERIES LED, RED

Whelen M9 series L.E.D. lights shall be installed in the designated locations.

Location: curbside streetside
upper corners rear face
Lens color: clear

SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS

!!! Flash pattern to duplicate all units
!!! Program to allow flash patterns to be changed via wiring located in the electrical cabinet.
!!! Program the m7 lights in the rear riser to activate in primary and with the rear doors open and the ignition 'on'.
!!! Program so that the only lights to shut off in secondary are the white lights in the front lightbar.

AUDIBLE EMERGENCY WARNING SYSTEMS

AIR HORN: medium duty chassis

The chassis shall have air horns installed from the chassis manufacturer. The air horns shall use the chassis air system. The air horns can only be activated when the vehicle is in gear.
trumpet locate: sides of hood
activate: oem horn ring and button on passenger side of console,
!!! No pull lanyard.
!!! Disconnect and remove oem under body frame mounted horn.

SIREN: 295SLSC1

Specified siren to be:

WHELEN WS295SLSC1

SIREN INSTALL:

The siren listed above shall be supplied and mounted as defined.

SPEAKERS, SA3803

Install SA3803 siren speakers.

SPEAKER INSTALL: bumper

Speaker Selections (Bumper Installed)

LIGHTS

KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR)

Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.

LED EXTERIOR COMPARTMENT LIGHTING

All exterior compartments will be lighted with LED strip lighting. A vertical strip will be installed inside both sides of each compartment. The lights shall be directed toward the back of the compartment.

Note: All strips to be full length of compartment.

ICC MARKER LIGHTS

LED ICC marker lights shall be installed.

M9 SERIES LED SCENE LIGHT

Install Whelen M9 series LED side scene lights.

Locate: (2) per side

(2) over rear doors

TAIL LIGHTS, M6 SERIES

Whelen M6 series brake/tail, amber arrow turn and backup lights to be installed in the selected location.

Locate: vertical stack above riser per drawing

ELECTRICAL POWER GROUP

MULTIPLEX ELECTRICAL SYSTEM:

Install the Multiplex / Solid State electrical system.

BATTERY SWITCH: std. operation

The "Master" battery switch shall switch battery power "on" and "off" to the ambulance body and conversion added electrical circuits only. All OEM chassis electric's, (headlights, ignition, keep alive) shall remain wired "hot" and have no ability to be switched "off", and provide circuit function as provided by the chassis manufacturer.

Note: do not modify oem battery switch unless stated below.

!!! switch to not cut power to the chassis.

INVERTER INSTALL OPTIONS:

INVERTER: 20-1000TUL interface

Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.

!!! Include switch and install status panel in the inhalation area per drawing.

CHARGER/POWER SUPPLY: 45 AMP

Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the standard shoreline inlet.

110V INTERIOR OUTLET

Two 110V interior outlets are provided as standard on all models. The standard locations are in the inhalation area and the wall over the squad bench. Additional outlets are to be specified as to their location.

Locate: inhalation area

Locate: crash restraint cabinet at head of bench
(surface mount)

Locate: passenger side of rear extension of console

Locate: wall over bench

Locate: rearward end of cabinet below inhalation

!!! Install a 1" diameter hole in rearward end of inhalation counter/cabinet through the avonite tray to access outlet in cabinet below counter.

!!! See drawing

INTERIOR 12VDC OUTLETS: cigarette lighter type

12 volt outlets to use cigarette lighter style connectors.

Locate: inhalation area

Locate: crash restraint cabinet at head of bench
(surface mount)

Locate: passenger's side of console, forward end 3" up from floor

Configure: "hot" at all times.

SHORELINE: 20 amp eject

Install a 20 amp Kussmaul auto ejection shoreline receptacle.

Include a dynamic disconnect.

Locate: streetside module body

!!! Wire (1) to interior 110v heater

!!! Wire (1) to all other 110v requirements inside vehicle plus block heater.

!!! Label battery charger & heater

!!! Note: inspection to check 110v heater dedicated shoreline with heater on. check with amp clamp and record results for customer inspection.

WIRE ENGINE BLOCK HEATER:

Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.

EXTRA 12VDC CIRCUIT BREAKER:

An extra circuit breaker shall be installed.

!!! 15 amp breaker.

SWITCH PANEL MOUNT:

Switch panel to be flush mounted in upper face of console.

LIGHT PROGRAMMING: side rear scene

The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.

LIGHT PROGRAMMING: right side scene

The right side scene lights shall come "on" when the side patient door is opened.

LIGHT PROGRAMMING: load light

The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.

LIGHT PROGRAMMING: modular disconnect timer

The module disconnect shall be wired to automatically shut-down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.

Time out: 5 min.

Configure: Do not time out if shoreline is plugged in

PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM

Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.

LIGHT PROGRAMMING: park brake

A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.

Configure: wire alarm to activate with red flasher circuit

REPORT LIGHT:

A report light shall be located at the action wall to light the counter area

!!! Ilos install whelen psc0cder led strip-lite. Do not install at an angle. mount flush and as far out toward the edge of the cabinet as possible.

CLOCK: aircraft

An aircraft style back lighted clock with sweep second hand shall be installed. The clock shall include a hinge for easy access to changing the time or battery.

Locate: over rear doors

STEP WELL LIGHT:

Install one step well light for the right side patient door. Light to come on when door is opened.

!!! Right side of stepwell ilos. use tecniq led ilos.

LAMP TIMER: programmable

Install an electronic momentary touch timer switch where specified.

The switch will enable time limited operation of the below listed lights, with the battery switch in the off position.

Locate: bulkhead wall inside side access door

curbside riser in panel with dump switch

light(s) controlled: durolumens

set elapsed time for 5 minutes

Note: Use new 3-switch panels. Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.

NORCOLD REFRIGERATOR

Install a Norcold NR740BB-H 12V refrigerator in the location noted below.

Locate: linen cabinet below electronics.

Note: install behind a perforated aluminum door. door to have welded corners. install two customer-supplied locks. note that holes for locks to be prepunched and located so as to allow the arms to reach to latch. ship loose the two keys that come with the two customer-supplied locks.

!!! Install a drain line for the refrigerator.

!!! Install dedicated battery hot power to refrigerator inside cabinet where it is installed.

PATIENT CEILING DOME LIGHT LENS: Concept Style

Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling.

Note: light over head of bench and light over the attendant's seat to be on separate switch

LIGHT PROGRAMMING: cab light control

The following lights shall be controlled as followed in addition to the standard modes of operation;

A switch on the front control panel can be toggled to turn off the defined lights, should they be on.

The switch can also be toggled to turn on the defined lights, should they be off.

The defined lights shall reset to normal operational programming should a patient access door be opened, or if the master battery switch is switched off, than on again.

Lights: patient dome lights

Lights: led patient ceiling lights

SPOT LIGHT: hand held

Install an Optronics 400,000 CP hand held spotlight with momentary switch in the location noted below.
Locate: install in a carpet covered aluminum pocket attached to the rear of the radio console. use 12v plug-in style.

SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING

!!! Install (3) rom durolumen led lights in place of fluorescents. space evenly in patient compartment ceiling.

HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT

CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT

The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. requires vertical mounting of a custom combo unit. unit will use (1) #10008973, 3-ply filter.

Note: unit to have standard seatbase. heat/ac will still be located in the bottom of the linen cabinet.

HEAT/AC SYSTEM-COMPRESSOR & CONDENSOR, NAVISTAR, FACE

Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the Navistar 4300. Unit is to include 3-ply replaceable carbon filters at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466.

Install an external condenser on a 16" wedge mount on the front face of the body.

previous vehicle had the condenser fans wired through the high pressure switch. Do not wire these vehicles in that manner. Wire to duplicate the escambia vehicles

All hoses are to have standard 'easy clip' fittings and are to be installed in protective loom.

AC hoses are to run from the lower left portion of the #2 compartment, up and over the top of the vertical cabinet behind the attendant's seat, to the front condenser.

Install an access panel on the front wall of the vehicle to service fittings.

Reduce the use of fittings as much as possible.

Install an auxiliary receiver-dryer in this system.

System is to include a second compressor.

!!! Leave some slack in the ac lines. do not pull too tight. Also note pressure switch to receiver/dryer.

PERKO POWER VENT

Install a Perko power vent. Use existing ceiling plate and vent to outside of modular body.

PERKO STATIC VENT

Install a Perko static vent. Use existing ceiling plate and vent to outside of modular body.

ELECTRIC HEATER:

A Dayton 110 volt electrical heater shall be installed in the patient area and shall be wired to the vehicle shoreline.

!!! Install in the rear face of the bench pan. install a closeout over the

back of the heater inside bench.

CAB CONSOLE AND COMMUNICATIONS

ANTENNA COAX 1:

An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled.

Exterior termination: front center of module roof

Interior termination: attendant seat base

!!! Install customer supplied cable, mount, and "vhf" antenna

RADIO CABLE PULL WIRE

A standard pull wire for radio installation shall be installed from behind the driver's seat to behind the inhalation panel. Wire is to run in a 3" conduit.

FRONT CONSOLE:

A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls.

!!! Install custom console per attached drawing.

!!! Rear portion to be open with no slots or dividers.

!!! Install (2) cup holders per drawing and seal bottoms against leakage.

!!! Install a .250" aluminum reinforcement plate on the inside of console per drawing for attachment of laptop mounting bracket. this is located on the curbside forward area. install a customer-supplied computer bracket in this location.

!!! Duplicate of previous vehicles. Bolt down and secure to the floor for no movement.

RADIO HEAD PRE-CUT: front

Cut out control console for radio head(s).

Customer supplied

RADIO HEAD PRE-CUT: rear

Cut out rear action panel for radio head(s).

Customer supplied

RADIO CABLE INSTALL: customer supplied

Customer supplied radio cables will be installed during the vehicle construction. Cables to be tagged and marked at each end to identify their installed location. All cables shipped to manufacturer must have the vehicle production number clearly marked on the shipping package, and delivered prior to or at time of modular pre-wire.

!!! (1) From front console to below the attendant's seat.

(1) From inhalation area to below attendant's seat.

RADIO POWER/GROUND:

Install 6 gauge cable to positive and ground studs for radio power.

!!! Install (1) battery hot and (1) battery switched in attendant seat base

!!! Install (1) battery switched power and ground inside of front console *and one continuous "hot" 12 volt*

SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS

!!! Install (1) customer supplied speaker and 1-hand set. speaker to go above passthrough window as high up as possible. handset is to mount on the right hand wall of action area per previous units.

!!! Install remainder of radio equipment under the attendant's seat and provide vented access door per previous units.

OXYGEN AND SUCTION

OXYGEN BOTTLE MOUNT, VERTICAL TRACK FOR QRM-V

Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the compartment in the right hand corner. The O2 bottle mount is adjustable for "M" or "H" size tanks.

OXYGEN BOTTLE, CYLINDER BRACKET: Zico

zico qrm-v oxygen bracket shall be installed.
locate: standard location
tank size: "m" or 'h'

OXYGEN OUTLETS, STANDARD

Two oxygen outlets shall be provided as standard and shall be located in the inhalation panel.

OXYGEN OUTLET: additional

Install additional oxygen outlet(s).
locate: Forward end of bench cabinet

ADAPTER TYPE: Ohio Diamond II

Oxygen outlets to be Ohio Diamond II.

FLOWMETER:

Supply dial type flowmeter

OXYGEN WRENCH:

Install oxygen wrench in oxygen compartment. Mount secure so not left hanging. Mount with length of chain or cable so not removable

VACUUM OUTLET: inhalation wall

A single vacuum panel shall be installed in the inhalation area. The outlet shall be of the same style as the oxygen system and hooked to the onboard vacuum pump.

ASPIRATOR: RS-4X disposable

Install Rico RS-4X aspirator

VACUUM PUMP:

Install 12vdc electric suction pump

LETTERING:

4" SHADED SCOTCHLITE LETTERING

Lettering to be included.

Color: Gold Scotchlite with black outline/shade

style: Helvetica

!!! Unit id number is 'XX' (do not install on plates)

LETTERING REQUIRED ON CURBSIDE OF BODY

Lettering shall be installed on the curbside of the body. This lettering shall meet the requirements listed below.

"Escambia County" (new artwork)

"EMS" (upper portion of side entry door)
!!! Unit id numbers are 'XX' (do not install on plates)

LETTERING REQUIRED ON FRONT OF VEHICLE

Lettering shall be installed on the front of the vehicle. This lettering shall meet the requirements listed below.

"Ambulance" (mirror image on windshield)

"EMS" sized to fit, upper drivers side

!!! Unit id numbers are 'XX' (do not install on plates)

LETTERING REQUIRED ON REAR OF VEHICLE

Lettering shall be installed on the rear of the vehicle. This lettering shall meet the requirements listed below.

"Dial 911" (on rear doors above windows)

"Buckle Up" (on rear doors below windows)

"Keep Back" (bottom of rear doors below stripe)

"300 feet" (size to fit)

"EMS" (upper left rear corner of vehicle)

!!! Unit id numbers are 'XX' (do not install on plates)

STAR OF LIFE 36: (each)

Install 36" star of life.

Locate: ROOF

DOOR REFLECTORS

Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally

LETTERING REQUIRED ON STREET SIDE OF BODY

Lettering shall be installed on the street side of the body. This lettering shall meet the requirements listed below.

"Escambia County" (new artwork)

"EMS" (upper portion of forward compartment door)

!!! Unit id numbers are 'XX' (do not install on plates)

Factory Pickup and Transportation

Allowance for vehicle pickup, transportation and drivers fee.

Fuel, Tags, Etc.

Allowance for fuel, tags and administrative.

Posting Date	Friday, May 29, 2015
Due Date for Offers	Monday, June 29, 2015
Depart. Contact	Mike Weaver, Director Public Safety
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.023 Public Safety Department Vehicle Purchase - #3 – Four (4) EMERGENCY MEDICAL MODULE, supplied by customer, to be re-mounted/installed on New, unused, Manufacturer model chassis, Navistar 4300 or direct equivalent, as per specifications listed.

Offers for the sale of vehicle meeting the specifications for VE14-15.023 Public Safety Department Vehicle Purchase #3 as listed will be accepted until 5:00 pm on Monday, June 29, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number VE14-15.023 Public Safety Department Vehicle Purchase #3 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



State of Ohio STS 233 Ambulance Pricing - Horton Emergency Vehicles

	DATE: <u>July 10, 2015</u>
Customer: ESCAMBIA COUNTY EMS	
Address: 6575 NORTH 'W' ST	
City: PENSACOLA	
State: FL	
Zip: 32506	
Contact: PAT KOSTIC	
Phone: _____	
Fax: _____	
Email: _____	

CONSOLIDATED PRICING SUMMARY

SCHEDULE "A" PRICING

Base Model Selected:	\$136,343.00
Total AMBULANCE Options Selected from Listed Horton Ambulance Option Group:	\$0.00
Total REMOUNT Options Selected from Listed Horton Remount Option Group:	\$19,822.08
Chassis rebate/discount or customer provided chassis, if applicable (Option #P100/P101):	\$0.00
Chassis change cost difference (Option #P102):	\$0.00
Trade-In Allowance (Option #P200):	\$0.00
Total for above <u>Listed Base Model</u> and <u>Listed OHIO STS options</u> - Schedule 'A' Purchase order #1:	\$156,165.08

SCHEDULE "B" PRICING

Total for <u>Unlisted options</u> per attached pricing breakdown - Schedule 'B' Purchase order #2:	\$23,832.92
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GRAND TOTAL - VEHICLE PRICE (A&B Pricing Schedules): **\$179,998.00**

CONSOLIDATED PRICING SUMMARY AND OPTION SELECTION IS VERIFIED AND AGREED TO BY:

Customer Representative (signature) _____

Horton Sales Representative (signature) _____

Printed Customer Name _____

Printed Sales Representatives Name _____

Date: _____

Date: _____

Delivery: Approximately 210-240 Days after receipt of order at Horton Emergency Vehicles Company

NOTE: PLEASE ATTACH ORIGINALS OR COPIES OF PURCHASE ORDER(S) TO THIS FORM TO VALIDATE ORDER

Contract Type: Ambulances & Related Accessories
 Index #: STS233
 Schedule Number: 800330
 Expiration Date: 12/31/2018
 Manufacturer: Horton Emergency Vehicles Company

AVAILABLE HORTON MODELS (Custom Models Page 2, Packaged & Pre-Engineered Models Page 3 and Remount Projects Page 4&5)



CUSTOM AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
0	2015	453 Type I	Ambulance, <u>Ford</u> 194.6" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>146"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u> , with air ride	\$152,992.00	\$0.00
0	2015	453 Type 3	Ambulance, <u>Ford</u> 139" wheel base E-350 Super Duty (<u>Gasoline Engine</u>), <u>146"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$126,920.00	\$0.00
0	2015	457 Type I	Ambulance, <u>Ford</u> 164.8" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$154,940.00	\$0.00
0	2015	603 Type I	Ambulance, <u>Ford</u> 169" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$167,061.00	\$0.00
0	2015	623 Type I	Ambulance, <u>Ford</u> 189" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$160,107.00	\$0.00
0	2015	533 Type 3	Ambulance, <u>Ford</u> 169" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>163"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$133,991.00	\$0.00
0	2015	553 Type 3	Ambulance, <u>Ford</u> 169" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u>	\$139,508.00	\$0.00
0	2015	623 Type I	Ambulance, <u>Ford</u> 192" wheel base F-550 (4x2) Super Duty (<u>Diesel Engine</u>), <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$177,297.00	\$0.00
0	2014	553 Type 3	Ambulance, <u>Chvrolet/GMC</u> 159" wheel base G-4500 Cutaway, <u>159"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (Model includes heated Volvo mirrors)	\$145,765.00	\$0.00
0	2015	603 Type I	Ambulance, <u>International</u> 169" wheel base 4300LP (4x2) cab/chassis, <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$186,720.00	\$0.00
0	2015	623 Type I	Ambulance, <u>International</u> 175" wheel base 4300LP (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$186,316.00	\$0.00
0	2015	623 Type I	Ambulance, <u>International TerraStar (4x2)</u> 163" wheel base SFA cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$174,443.00	\$0.00
0	2014	623 Type I	Ambulance, <u>Kenworth (4x2)</u> 176" wheel base T300 cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$191,528.00	\$0.00
0	2014	603 Type I	Ambulance, <u>Freightliner</u> 169" wheel base M2 (4x2) cab/chassis, <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$181,902.00	\$0.00
0	2014	623 Type I	Ambulance, <u>Freightliner</u> 175" wheel base M2 (4x2) cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>WALK THROUGH</u> (with 2010 emissions)	\$181,916.00	\$0.00
0	2015	457 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 168.6" wheel base cab/chassis, <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$165,475.00	\$0.00
0	2015	623 Type I	Ambulance, <u>Dodge 4800 (4x2)</u> , 192" wheel base cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <u>CRAWL THROUGH</u>	\$162,632.00	\$0.00
BASE MODEL PRICE OF <u>CUSTOM AMBULANCE</u> AS SELECTED ABOVE:					<u>\$0.00</u>



PACKAGED AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
0	2015	300S SERIES	Ambulance, Ford, 165" wheel base F-350 (4x2) Super Duty (<u>Diesel Engine</u>), 149" modular body, Horton Packaged LE Series (4 Exterior Compartments) NON-WALK THROUGH	\$135,953.00	\$0.00
0	2015	300S SERIES	Ambulance, Ford, 138" wheel base E-350 Super Duty (<u>Gasoline Engine</u>), 149" modular body, Horton Packaged LE Series (4 Exterior Compartments) WALK THROUGH	\$125,190.00	\$0.00
0	2014	300S SERIES	Ambulance, Chevrolet/GMC, 139" wheel base 3500 cut-a-way chassis (<u>Diesel Engine</u>), 149" modular body, Horton Packaged LE Series (4 Exterior Compartments) WALK THROUGH	\$134,066.00	\$0.00
0	2015	300L SERIES	Ambulance, Ford, 158" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), 189" modular body, Horton Packaged LE Series (6 Exterior Compartments) WALK THROUGH	\$134,673.00	\$0.00
0	2014	300L SERIES	Ambulance, Chevrolet/GMC, 159" wheel base 4500 cut-a-way chassis (<u>Diesel Engine</u>), 189" modular body, Horton Packaged LE Series (6 Exterior Compartments) WALK THROUGH (Model includes heated Velvee mirrors)	\$143,238.00	\$0.00

BASE MODEL PRICE OF 'PACKAGED AMBULANCE' AS SELECTED ABOVE:

\$0.00

(Note that only a select few options from AMBULANCE OPTIONS found in the Custom Group are available with models found in the 300 Series Packaged Group)

(The above 300 Series includes the following standardized features and no changes to these features are allowed on this model):

Interior cabinet and exterior compartment designs
2-bolt mounting system between body and chassis
Basic sound deadening package on module body (tubes not spray foamed or no interior Dolphin spray
Aluminum Composite interior cabinets, risers and walls, rather than all-aluminum fabricated

See Sales Representative For Limited Options Available On This Series

PRE-ENGINEERED (PE) AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
0	2015	663-PE	Ambulance, Ford, 169" wheel base E-450 Super Duty (<u>Gasoline Engine</u>), with wheel simulators, 169" modular body, Horton Pre-Engineered LE Series (6 Exterior Compartments) WALK THROUGH	\$139,659.00	\$0.00
0	2015	603-PE	Ambulance, Ford, 169" wheel base F-450 (4x2) Super Duty (<u>Diesel Engine</u>), with OEM steel wheels, 169" modular body, Horton Pre-Engineered LE Series (6 Exterior Compartments) NON-WALK THROUGH and with Liquid Spring Suspension	\$158,075.00	\$0.00

BASE MODEL PRICE OF 'PRE-ENGINEERED AMBULANCE' AS SELECTED ABOVE:

\$0.00

(Note that only a select few options from AMBULANCE OPTIONS found in the Custom Group are available with models found in the Pre-Engineered Group)

(The above PE Series includes the following standardized features and no changes to these features are allowed on this model):

Interior cabinet and exterior compartment designs
2-bolt mounting system between body and chassis
Basic sound deadening package on module body (tubes not spray foamed or no interior Dolphin spray
Aluminum Composite interior cabinets, risers and walls, rather than all-aluminum fabricated

See Sales Representative For Limited Options Available On This Series



REMOUNTED AMBULANCE GROUP BASE MODELS

Quantity	Year	Model	Description	Price	Extended
0	2015	Remount 1	Ambulance, <i>Ford E-450 Super Duty (Gasoline Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (600 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HEAT/AC SYSTEM ON MODULE INCLUDES SINGLE PAINT STRIPE ON CAB INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$88,994.00	\$0.00
0	2014	Remount 2	Ambulance, <i>Chevy/GMC G-4600 cutaway (Duramax Diesel Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (600 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HEAT/AC SYSTEM ON MODULE INCLUDES SINGLE PAINT STRIPE ON CAB NEW VELVAC HEATED MIRRORS INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$94,498.00	\$0.00
0	2015	Remount 3	Ambulance, <i>Ford F-450 Super Duty (Diesel Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification. <u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (600 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR INCLUDES SINGLE PAINT STRIPE ON CAB NEW MONROE AIR RIDE SYSTEM NEW UREA FILL SYSTEM (If Required) INCLUDES NEW CONSOLE AND CONSOLE EXTENSION	\$112,516.00	\$0.00



REMOUNTED AMBULANCE GROUP (Cont.)

0	2014	Remount 4	Ambulance, <i>Dodge 4500 cab/chassis (Diesel Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$112,852.00	\$0.00
<u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (600 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR INCLUDES SINGLE PAINT STRIPE ON CAB NEW MONROE AIR RIDE SYSTEM NEW UREA FILL SYSTEM (If Required) INCLUDES NEW CONSOLE AND CONSOLE EXTENSION					
1	2015	Remount 5	Ambulance, <i>Heister 4300LE (Diesel Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$136,343.00	\$136,343.00
<u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (600 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location) INCLUDES SINGLE PAINT STRIPE ON CAB EXHAUST ROUTING PER EXISTING UNIT INCLUDES NEW CONSOLE AND CONSOLE EXTENSION					
0	2015	Remount 6	Ambulance, <i>International Torostar (Diesel Engine)</i> , remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.	\$122,151.16	\$0.00
<u>Remount Includes:</u> NEW BODY MOUNTS NEW CAB TO BODY SEAL NEW LED GRILL LIGHTS (600 SERIES) NEW LED INTERSECTION LIGHTS (700 SERIES) SWAP LIGHT BAR IF NEEDED NEW CAB RUNNING BOARDS NEW CAB WIRING HARNESS NEW SIREN SPEAKERS NEW WHEEL SIMULATORS NEW MUD FLAPS NEW EXTERIOR COMPARTMENT DOOR SEALS NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location) INCLUDES SINGLE PAINT STRIPE ON CAB EXHAUST ROUTING PER EXISTING UNIT INCLUDES NEW CONSOLE AND CONSOLE EXTENSION					

BASE MODEL PRICE OF REMOVED AMBULANCE AS SELECTED ABOVE:

\$136,343.00



AMBULANCE REMOUNT OPTIONS APPLICABLE TO THIS PROJECT ARE SHOWN
AS A SELECTED QUANTITY, WITH PRICE NOTED IN EXTENDED COLUMN

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>PACKAGED OPTION GROUPS FOR REMOUNTS ONLY</u>				
<u>INTERIOR REMOUNT TRIM PACKAGE FOR REMOUNTS</u>				
1	X01	<u>INTERIOR UPGRADE PACKAGE</u> REPLACE ALL CUSHIONS (Price does not include new high back seat if needed) REPLACE FLOOR	\$2,860.33	\$2,860.33
<u>EXTERIOR REMOUNT TRIM PACKAGE FOR REMOUNTS</u>				
1	X02	<u>EXTERIOR UPGRADE PACKAGE</u> RE- PAINT ENTIRE MODULE (Includes paint prep and prime) NEW FENDERS NEW RUB RAILS NEW DIAMOND PLATE CORNERS AND RISERS	\$12,721.31	\$12,721.31
<u>BODY and Chassis MODIFICATION OPTIONS FOR REMOUNTS (XA)</u>				
(May be applicable to remounts involving same chassis or remounting to different chassis)				
0	XA01	<u>MODIFY BACK OF CAB TO 'CRAWL THROUGH' or 'WALK-THROUGH' WHEN CHANGING TO DIFFERENT STYLE CHASSIS</u>	\$2,603.04	\$0.00
0	XA02	<u>EXTERIOR FRONT MODIFICATION; ... MODIFY BODY FRONT TO ACCOMMODATE NEW CHASSIS</u> The front face of the module body is to be modified to accommodate new chassis if required on remount. (does not include paint on front body that may need to be added or interior front wall work that may need to be added, as noted below)	\$1,614.79	\$0.00
0	XA03	<u>MODIFY UNDER BODY FLOOR STRUCTURE TO ACCOMMODATE NEW MOUNTING SYSTEM</u> The underside mounting structure of the body to chassis mounting system shall be modified to accommodate new chassis if required on the remount (utilizing same mounting system as applied to old chassis) (DOES NOT INCLUDE INTERIOR FLOOR OR SUBFLOOR MODIFICATIONS WHEN NEEDED)	\$2,100.00	\$0.00
0	XA04	<u>MODIFY NAVISTAR or TERRASTAR CHASSIS FRAME RAIL LENGTH TO ACCOMMODATE BODY</u> The chassis frame rail shall be modified to accommodate the remount body.	\$1,325.00	\$0.00
0	XA05	<u>ADD UREA or FUEL FILL TO MODULE BODY</u> A urea fill or fuel fill with Cast products housing shall be added to the body side where applicable. (DOES NOT INCLUDE ANY REQUIRED PAINT WORK)	\$161.48	\$0.00
0	XA06	<u>INSTALL A STAINLESS PLATE OVER OLD FUEL FILL OR UREA FILL LOCATION</u>	\$80.74	\$0.00
0	XA07	<u>MODIFY EXTERIOR COMPARTMENT FOR PROPER LOCATION OF FUEL FILL</u> A urea fill with Cast products housing shall be added to the body side where applicable.	\$511.35	\$0.00
<u>PAINT AND STRIPE OPTIONS FOR REMOUNTS (XB)</u>				
0	XB01	<u>COMPLETE REPAINT OF MODULE BODY ONLY (Not including Striping)</u> The modular body shall be painted with the following special paint with color and paint code to be determined. (Price does not include any trim changes)	\$11,411.18	\$0.00
0	XB02	<u>REPAINT OF MODULE BODY FRONT FOR PASS-THROUGH/WALK-THROUGH MODIFICATION</u> The front of the module body shall be repainted due to chassis model change and walk-through/pass through modifications. Paint work to be single color and to be applied inboard of the corner extrusions and below the upper body drip rail.	\$807.39	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>INTERIOR COLOR AND MATERIALS OPTIONS FOR REMOUNTS (XD)</u>				
0	XD01	INSTALL NEW FLOOR and SUB-FLOOR MATERIAL (Requires new cot mount to be selected)	\$2,126.14	\$0.00
0	XD02	INSTALL NEW SIDE and REAR ACCESS DOOR SILL PLATES:	\$237.91	\$0.00
0	XD03	INSTALL NEW INTERIOR UPHOLSTERY (Does not include hi-back seats of any type)	\$1,049.61	\$0.00
0	XD04	INSTALL NEW FORMICA COVERED DOOR PANELS (Price is each panel)	\$207.77	\$0.00
0	XD05	INSTALL CEILING MATERIAL	\$871.99	\$0.00
0	XD06	INSTALL NEW SIDE WALLS	\$1,104.52	\$0.00
0	XD07	INSTALL NEW FORMICA COVERED STREET SIDE OR CURB SIDE WALL RISER (Each)	\$199.16	\$0.00
1	XD08	INSTALL NEW SQUAD BENCH SCAB	\$87.20	\$87.20
0	XD09	INSTALL NEW CUSHION EDGE TRIM (Price is for each side of patient area where needed)	\$93.66	\$0.00
<u>INTERIOR ACCESSORIES AND TRIM OPTIONS FOR REMOUNTS (XE)</u>				
1	XE01	PROVIDE and INSTALL NEW NON-POWERED FERNO (not including Stat Trac) OR STRYKER COT MOUNT Note: Typically requires new floor and sub floor installation from above	\$856.91	\$856.91
0	XE02	PROVIDE and INSTALL NEW FERNO WASHINGTON STAT TRAC COT MOUNT SYSTEM Note: Typically requires new floor and sub floor installation from above	\$1,581.42	\$0.00
0	XE03	INSTALL NEW DOOR HANDLE BEZELS (Each)	\$87.20	\$0.00
0	XE04	INSTALL NEW HIGH BACK SEAT WITH 2-POINT BELT	\$255.14	\$0.00
0	XE05	INSTALL NEW HIGH BACK SEAT WITH 3-POINT HARNESS	\$800.94	\$0.00
1	XE06	INSTALL NEW HIGH BACK CHILD SAFETY SEAT WITH 3-POINT HARNESS	\$1,133.58	\$1,133.58
1	XE07	INSTALL NEW BOXED BASE FOR HIGH BACK SEAT	\$416.62	\$416.62
0	XE08	INSTALL NEW SWIVEL MOUNT BASE FOR HIGH BACK SEAT	\$191.62	\$0.00
0	XE09	INSTALL NEW GAS HOLD OPEN FOR INTERIOR CUSHIONS OR DOORS	\$113.04	\$0.00
0	XE10	INSTALL NEW GAS HOLD OPEN FOR INTERIOR RESTOCKING CABINET FRAMES	\$43.06	\$0.00
0	XE11	INSTALL NEW HOLD DOWN LATCHES (Paddle Style)	\$118.42	\$0.00
0	XE12	INTERIOR FRONT MODIFICATION: MODIFY FRONT INTERIOR WALL TO ACCOMMODATE NEW CHASSIS	\$841.84	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>EXTERIOR ACCESSORY AND TRIM OPTIONS FOR REMOUNTS (XF)</u>				
<u>0</u>	<u>XF01</u>	<u>INSTALL NEW EXTERIOR TRIM PACKAGE</u> The following items shall be installed on the module body: <i>Wheel well fenders, rub rails, diamond plate corner protectors, mirrorized stainless steel splash shields and rear kick plate</i>	\$1,937.75	\$0.00
<u>0</u>	<u>XF02</u>	<u>INSTALL NEW STAINLESS STEEL FENDERS (Price is for each fender)</u>	\$486.59	\$0.00
<u>0</u>	<u>XF03</u>	<u>INSTALL NEW STAINLESS STEEL or DIAMOND PLATE RUB RAILS (Price is for each rub rail)</u>	\$163.63	\$0.00
<u>2</u>	<u>XF04</u>	<u>INSTALL NEW MIRRORIZED STAINLESS STEEL FRONT SPLASH GUARDS (Price is for each plate)</u>	\$74.28	\$148.56
<u>0</u>	<u>XF05</u>	<u>INSTALL NEW DIAMOND PLATE CORNER GUARDS (Price is for each corner)</u>	\$54.90	\$0.00
<u>0</u>	<u>XF06</u>	<u>INSTALL NEW REAR DIAMOND PLATE STEP RISER</u>	\$249.75	\$0.00
<u>0</u>	<u>XF07</u>	<u>INSTALL NEW REAR STEP ASSEMBLY</u> A new hinged rear step with diamond plate corner guards shall be installed	\$968.87	\$0.00
<u>0</u>	<u>XF08</u>	<u>INSTALL NEW REAR DOOR HOLD OPENS</u> new 'Grabber' hold opens shall be installed on the rear of the vehicle.	\$102.27	\$0.00
<u>0</u>	<u>XF09</u>	<u>INSTALL NEW GAS SHOCK HOLD OPENS FOR DOORS (Each)</u> New gas shocks shall be installed where applicable on either exterior compartment or access doors	\$91.50	\$0.00
<u>0</u>	<u>XF10</u>	<u>INSTALL NEW COMPARTMENT AND ACCESS DOOR DRIP RAILS</u>	\$338.03	\$0.00
<u>0</u>	<u>XF11</u>	<u>COMPARTMENT OR ACCESS DOOR HARDWARE SERVICE (Each)</u> Module door hardware where needed shall be serviced	\$113.04	\$0.00
<u>0</u>	<u>XF12</u>	<u>INSTALL POWER VENT SYSTEM</u>	\$216.38	\$0.00
<u>0</u>	<u>XF13</u>	<u>INSTALL POWER VENT SYSTEM</u>	\$134.57	\$0.00
<u>RADIOS AND CONSOLES FOR REMOUNTS (XG)</u>				
<u>1</u>	<u>XG01</u>	<u>INSTALL NEW 3-STUD RADIO POWER AND GROUND STUD GROUP (price per group)</u>	\$135.64	\$135.64
<u>INTERIOR CABINET OPTIONS FOR REMOUNTS (H)</u>				
<u>0</u>	<u>XH01</u>	<u>REPLACE SLIDING PLEXIGLAS DOOR HANDLES (Each)</u> Interior sliding door handles shall be replaced where necessary.	\$12.92	\$0.00
<u>0</u>	<u>XH02</u>	<u>REPLACE STAINLESS STEEL SOUTHCO LATCHES (Each)</u> Interior hinged doors handles shall be replaced where necessary with non-locking Southco paddle latches	\$43.06	\$0.00
<u>0</u>	<u>XH03</u>	<u>REPLACE STAINLESS STEEL SOUTHCO HD LOCKING LATCHES (Each)</u> Interior hinged doors handles shall be replaced where necessary with locking Southco paddle latches	\$49.52	\$0.00
<u>0</u>	<u>XH04</u>	<u>REPLACE SLIDING PLEXIGLAS DOORS (Each)</u>	\$77.51	\$0.00
<u>0</u>	<u>XH05</u>	<u>REPLACE HINGED PLEXIGLAS DOORS (Each)</u>	\$118.42	\$0.00
<u>0</u>	<u>XH06</u>	<u>REPLACE COMBINATION FRAMED PLEXIGLAS DOORS (Each)</u>	\$227.15	\$0.00
<u>0</u>	<u>XH07</u>	<u>REMOVE COUNTER TOP FOR REPLACEMENT</u>	\$58.13	\$0.00
<u>0</u>	<u>XH08</u>	<u>INSTALL NEW STAINLESS STEEL COUNTER TOP (Each)</u>	\$150.71	\$0.00
<u>1</u>	<u>XH09</u>	<u>INSTALL NEW FORMICA COVERED INHALATION PANEL</u>	\$290.66	\$290.66

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) FOR REMOUNTS (XI)</u>				
0	XI01	<u>REMOVE OLD ELECTRICAL SYSTEM AND INSTALL NEW INTELLIPEX SYSTEM</u> Note: Includes new front and rear switch panels, new input/output modules and computer system	\$4,306.11	\$0.00
0	XI02	<u>REMOVE OLD MODULE BODY WIRING HARNESS AND INSTALL NEW WIRING HARNESS</u>	\$2,798.97	\$0.00
0	XI03	<u>INSTALL NEW 45 AMP BATTERY CHARGER</u>	\$461.83	\$0.00
0	XI04	<u>INSTALL NEW FLORESCENT LIGHTS, 24 INCH, EACH</u> Install 24 inch, 12 volt fluorescent ceiling light fixtures.	\$203.46	\$0.00
0	XI05	<u>UPGRADE INTERIOR LIGHTING TO WHELEN LED FIXTURES (WHELEN or WELDON) (Price is Each)</u>	\$296.04	\$0.00
0	XI06	<u>CHANGE SHORELINE TO: 3 STRAIGHT 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)</u>	\$227.15	\$0.00
2	XI07	<u>CHANGE SHORELINE TO: KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET</u> Install a Kussmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	\$585.63	\$1,171.26
0	XI08	<u>ADD POWER ON INDICATOR LIGHT FOR SHORELINE</u> Install a pilot light to indicate presence of AC power at shoreline inlet.	\$59.21	\$0.00
0	XI09	<u>INSTALL NEW SHORELINE COVER</u>	\$59.21	\$0.00
0	XI10	<u>INSTALL NEW REVERSE ALARM</u>	\$107.65	\$0.00
0	XI11	<u>INSTALL NEW STEP-WELL LIGHT</u>	\$152.00	\$0.00
<u>VISUAL WARNING SYSTEM OPTIONS FOR REMOUNTS (XJ)</u>				
0	XJ01	<u>INSTALL NEW WHELEN "FREEDOM" LINEAR SUPER LED LIGHT BAR WITH 8 LED MODULES</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$2,637.49	\$0.00
0	XJ02	<u>INSTALLATION CHARGE FOR FRONT LIGHT BAR ON CAB ROOF</u>	\$171.17	\$0.00
0	XJ03	<u>INSTALLATION CHARGE FOR FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY</u>	\$171.17	\$0.00
0	XJ04	<u>INSTALL NEW WHELEN 900 SERIES HALOGEN LIGHT (Price is each)</u>	\$173.32	\$0.00
0	XJ05	<u>INSTALL NEW WHELEN 900 SERIES LINEAR SUPER LED or "MS" SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	\$377.86	\$0.00
<u>VISUAL NON- WARNING SYSTEM OPTIONS FOR REMOUNTS (XK)</u>				
0	XK01	<u>INSTALL NEW TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: includes 600/700 SERIES FLANGE mounting flange, with arrow turn signal	\$1,063.61	\$0.00
0	XK02	<u>REPLACE INDIVIDUAL RED OR AMBER BODY ICC LIGHTS (Price is each light)</u>	\$47.37	\$0.00
0	XK03	<u>INSTALL NEW WHELEN HALOGEN SIDE SCENE LIGHTS (Price is each light)</u>	\$204.54	\$0.00
0	XK04	<u>INSTALL NEW REAR WHELEN 900/700 HALOGEN SERIES LOADING LIGHTS (Price is each light)</u>	\$213.15	\$0.00
0	XK05	<u>INSTALL NEW LED TYPE ICC REQUIRED RUNNING LIGHTS (Price is per pair)</u>	\$435.99	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<u>AUDIBLE WARNING SYSTEM OPTIONS FOR REMOUNTS (XL)</u>				
<i>Note: sirens below do not include installation charges.</i>				
<u>0</u>	<u>XL01</u>	<u>INSTALL NEW WHELEN 296SLSA1</u>	\$410.16	\$0.00
<u>0</u>	<u>XL02</u>	<u>INSTALLATION CHARGE FOR NEW SIREN</u>	\$184.09	\$0.00
-				
<u>0</u>	<u>XM01</u>	<u>PROVIDE AND INSTALL NEW ONBOARD SSCOR SUCTION UNIT</u>	\$497.36	\$0.00
<u>TOTAL AMBULANCE REMOUNT OPTIONS SELECTED:</u>				<u>\$19,822.08</u>

**SCHEDULE B: UNLISTED OPTIONS***(Applicable Options not listed on the Horton, State of Ohio Term Schedule)***CUSTOMER:** _____

Unlisted option	Description	Price
1	2015 INTERNATIONAL 4300 CHASSIS	INCLUDED
2	INSTALL NEW POLISH HUB/LUG COVERS	\$0.00
3	INSTALL NEW FUEL TANK COVERS FOR USE WITH CUMMINS ENGINE	\$1,846.00
4	RELOCATE BATTERIES TO BODY FOR CUMMINS APPLICATION	\$567.00
5	TRANSFER EXISTING REAR CAMERA AND CABLE, INSTALL NEW MONITOR	\$800.00
6	TRANSFER DRIVECAM SYSTEM TO NEW CHASSIS	\$100.00
7	INSTALL NEW TIE-DOWNS AND BELLOWS	\$0.00
8	REPLACE ALL THREE ENTRY DOOR HANDLES	\$565.00
9	REPLACE ALL COMPARTMENT AND ENTRY DOOR SEALS	\$276.00
10	REMOVE EXISTING SIDE STEP AND INSTALL NEW ZICO STEP	\$1,892.00
11	PAINT NEW STRIPE TO MATCH EXISTING FLEET	\$2,350.00
12	INSPECT CABINET DOORS AND HARDWARE, REPLACE WORN HINGES/LATCHES	\$100.00
13	SPRAY THRESHOLDS WITH SCORPION IN LIEU OF STANDARD	\$100.00
14	INSTALL MOUNTING PLATES FOR TRANSFIRE SYSTEM	\$200.00
15	TRANSFER LIGHTBAR AND REPLACE ALL LENSES	\$350.00
16	INSTALL WIGWAG HEADLIGHT FLASHER	\$143.00
17	REPLACE ALL WARNING LIGHTS PER OPTION #MMSP0010 IN SPECIFICATION	\$5,940.00
18	TRANSFER EXISTING SIREN	\$0.00
19	INSTALL NEW SA3803 SIREN SPEAKERS IN BUMPER	\$828.00
20	RECESS SPEAKERS THROUGH BUMPER	\$156.00
21	INSTALL NEW M6 SIDE MARKER LIGHTS WITH ADAPTOR BEZELS	\$442.00
22	CREDIT TRANSFER SPEAKERS	(\$142.00)
23	INSTALL (4) M9 SCENE LIGHTS WITH ADAPTOR BEZELS	\$2,284.00
24	INSTALL (2) M9 LOAD LIGHTS WITH ADAPTOR BEZELS	\$1,142.00
25	INSTALL NEW CHASSIS ELECTRICAL HARNESS	\$0.00
26	INSTALL NEW BATTERY SWITCH	\$0.00
27	TRANSFER EXISTING SPOTLIGHT	\$0.00
28	REPLACE ALL DOME LIGHTS WITH CONCEPT STYLE LED	\$0.00
29	INSTALL 12V POWER UNDER THE SEATBASE FOR WINCH SYSTEM	\$86.00
30	REPLACE HEAT/AC SYSTEM WITH FRONT MOUNT CONDENSER	\$1,992.00
31	TRANSFER EXISTING CAB CONSOLE	\$0.00
32	TRANSFER EXISTING RADIO CABLES	\$0.00
33	RELOCATE RADIO EQUIPMENT	\$150.00
34	TRANSFER AND RETEST O2 SYSTEM	\$0.00
35	REPLACE ALL LETTERING TO MATCH CURRENT FLEET	\$1,529.00
36	PICK-UP AND DELIVERY OF NEW UNIT	\$2,400.00
37	SHIP OLD CHASSIS BACK TO ESCAMBIA COUNTY	\$1,200.00
38	CHANGE AFTER CONTRACT: INSTALL NEW BATTERY TRAY.	\$350.00
39	ESCAMBIA COUNTY DISCOUNT	(\$3,813.08)
40		\$0.00
41		\$0.00
42		\$0.00
43		\$0.00
44		\$0.00
45		\$0.00
46		\$0.00
47		\$0.00
48		\$0.00
49		\$0.00
50		\$0.00
UNLISTED OPTIONS TOTAL :		\$23,832.92



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8589

County Administrator's Report 9. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: Change Order 1 to Purchase Order 141379 to Cameron-Cole, LLC

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Cameron-Cole, LLC, for the Public Safety Department, Fire Rescue Division - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1, adding funds for professional services through the balance of the Fiscal Year. This request is to prevent continued multiple Change Orders for additional environmental services at the Warrington Fire Station facility, located at 20 Navy Boulevard, Pensacola, Florida.

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	\$70,000
Vendor:	Cameron-Cole, LLC
Project Name:	N/A
Contract:	N/A
PO#	141376
CO#	1
Original Award Amount:	\$31,946
Cumulative Amount of Change Orders through this CO:	\$70,000
New PO Total:	\$101,946

[Funding Source: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Department Paid]

BACKGROUND:

A malfunction of the AST fuel pump at the Warrington Fire Department caused the system to pump approximately 300 to 400 gallons of diesel fuel onto the ground and driveway adjacent to the station. Based on the results of the soil investigation, interim source removal activities such as excavation and off-site disposal of the accessible contaminated soils were done.

Additional assessment activities were then initiated to determine the extent of contamination in the shallow groundwater. It was determined a "conditional" closure would be the most cost-effective method of obtaining regulatory closure for the reported release. The conditional closure would require a Restrictive Covenant on the property which limits the current and future uses of the property to commercial activities and prohibits the use of the groundwater beneath the site.

A Remedial Action Plan (RAP) was developed for the site which specifies the actions that will be undertaken to remove the remaining free product from the site. The RAP was approved by the FDEP in February 2015 and must be implemented no later than September 2015. Following implementation of the approved RAP, collection and analysis of groundwater samples on a quarterly basis for a period of one year will be required to confirm the site meets the requirements for conditional closure.

The continuing agreement PD 06-07.038 for Cameron-Cole LLC., was used for the emergency clean-up of a fuel spill at the Warrington Fire Station on March 19, 2013. Due to agreement PD 06-07.038 quotes and bids are not required.

BUDGETARY IMPACT:

Funding is available in Fund 143 Fire Protection Fund, Cost Center 330206, Account Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

There are no additional personnel impacts at this time.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Cameron Cole RAP

PO 141379

PD 06-07.038



June 18, 2015

Battalion Chief Adam Harrison
Escambia County Fire-Rescue
6575 North "W" Street
Pensacola, Florida 32505

**RE: Proposal for Remedial Action Implementation
Warrington Fire Department
20 North Navy Boulevard
Pensacola, Florida 32506
FDEP Site ID No. COM_319989**

Dear Mr. Harrison:

Cameron-Cole, LLC (Cameron-Cole) is pleased to present the following cost proposal to implement cleanup activities for the diesel fuel release that occurred at the above referenced facility. The cleanup activities will be conducted in accordance with Remedial Action Plan (RAP) prepared for the site and approved by the Florida Department of Environmental Protection (FDEP) on February 17, 2015 and the Bid Specifications dated April 28, 2015. Additional details regarding the proposed scope of services and estimated costs are presented below.

Health and Safety Plan

A Site-Specific Health and Safety Plan (SSHSP) will be prepared prior to initiation of any field work. The SSHSP will identify hazards applicable to the proposed scope of work and specify appropriate investigation worker safety precautions.

Baseline Groundwater Sampling and Analysis

As specified in the approved RAP, prior to conducting the active remediation activities, groundwater samples will be collected from the monitoring wells MW-2 through MW-8, plus the deep well DW-1. The groundwater samples will be submitted for laboratory analysis of benzene, toluene, ethyl benzene, total xylenes, and methyl tert-butyl ether (BTEX+MTBE) and polycyclic aromatic hydrocarbons (PAHs). Samples collected from monitoring wells MW-2, MW-3, and MW-8 will also be analyzed for sodium and chloride. Collection and analysis of quality assurance samples is not proposed. Field physical parameters including pH, temperature, conductivity, and dissolved oxygen (DO) will be recorded in all of the site monitoring wells in conjunction with the groundwater sampling event. All sampling activities will be

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

www.cameron-cole.com

S:\Completed Proposals\Prop\2015\482-2600



performed in accordance with the FDEP's Standard Operating Procedures (DEP-SOP-001/01). Based on previous sampling events, it is assumed purge water generated during the well sampling activities can be properly disposed on-site at the point of generation. This data will be used to establish a baseline of groundwater quality prior to implementation of the approved remedial activities. The data will be tabulated, along with the historical site data, and included in the Remedial Action Implementation Report.

Treatment Well Installation

Cameron-Cole will coordinate with the property owner and the selected drilling subcontractor to identify the locations of subsurface utilities and will clear nearby utilities through the Florida One-Call service. Competitive quotes were solicited from qualified drilling contractors and Singley Environmental and Remediation services was the lowest responsive bidder for this task. Following coordination of site access and clearance of underground utilities, Cameron-Cole personnel will mobilize to the site to install the 4-inch diameter vacuum extraction treatment well. The well will be installed using hollow stem augers by over-drilling and removing the existing monitoring well MW-1. The well will be installed to a total depth of 8 ft below land surface (bls) and will be completed with a 12-inch diameter, round bolt-down, traffic rated vault enclosed in a 5 ft x 8 ft x 6ft concrete pad. The treatment well will be fitted with a water-tight well seal, hose barb, and vacuum gauges as specified on the attached Figure 2. Additional details regarding the treatment well construction and surface seal requirements are included with the Bid Specifications. Potentially contaminated soil and well remnants generated during the over-drilling and installation of the treatment well will be containerized in Florida Department of Transportation (FDOT)-rated 55-gallon drums for proper off-site disposal. Cost associated with the proper off-site disposal of the investigation derived waste (IDW) generated during the installation of the treatment wells have been included in this proposal. This assumes the material will be determined suitable for disposal as a non-hazardous, petroleum contaminated media.

Episodic Vacuum Extraction Events

Cameron-Cole personnel will mobilize to the site to conduct weekly episodic vacuum extraction events for three consecutive weeks, then every two weeks for six additional weeks or until no measurable free product is detected for two weeks. The vacuum extraction events will be conducted in accordance with the vacuum product recovery procedure as detailed in the Bid Specifications. Depth to product/water measurements will be recorded in monitoring wells MW-2, MW-3, MW-4, MW-5, MW-8, and the treatment well at two intervals between each vacuum extraction event to confirm all free product has been removed. For the purposes of this cost estimate, it is assumed each vacuum extraction event will be completed in four hours on-site with a total of 1,500 gallons of product/water removed per event. Unit costs per gallon of product water disposal and vacuum truck standby time have been included should the volumes or time required to complete each event be more or less than estimated.

EN Rx Injection Event

Following completion of the episodic vacuum extraction events and removal of measurable free product, a one-time injection of the chemical oxidant, EN Rx will be conducted. The injection will be completed in accordance with the approved RAP and Underground Injection Control (UIC) Approval Order issued for the site. This includes injection of a 300-gallon solution comprised of 25% hydrogen peroxide, EN Rx Sustained Singlet Oxygen, EN Rx Synergist, and 236 gallons of water. The mixture will be slowly injected via a drop tube placed in the treatment well.

Upon completion of the field activities, Cameron-Cole will prepare a Remedial Action Implementation Report in accordance with Chapter 62-780, Florida Administrative Code (F.A.C.). The report will include a narrative description of the activities completed, tabulated field and analytical data, waste/disposal manifests for all contaminated media removed from the site, and figures necessary to present our findings and document proper implementation of the approved RAP. The report will be reviewed and certified by a professional engineer registered in the state of Florida and will include appropriate recommendations based on the groundwater analytical results.

The proposed scope of services is based upon the activities specified in the approved RAP and UIC Approval Order issued for this project. Optional services and tasks outside our standard courtesy responses such as additional meetings with clients, attorneys, insurance companies, etc.; lengthy follow-up discussions; major revisions to reports; or confirmation letters to outside parties will be billed on a time and materials basis in accordance with the current Cameron-Cole hourly rate schedule.

Cameron-Cole will perform the work on a time and materials basis in accordance with the terms and conditions specified in Master Services Agreement PD 06-07.038 between Escambia County, Florida and Cameron-Cole for Professional Consulting Services, executed April 9, 2008. The estimated costs to complete the described activities are detailed on the attached project spreadsheet. We are prepared to initiate the work upon receipt of a Purchase Order, Task Order, and Notice to Proceed. Cameron-Cole appreciates the opportunity to provide our services. Should you have any questions, please feel free to contact us at (850) 434-1011.

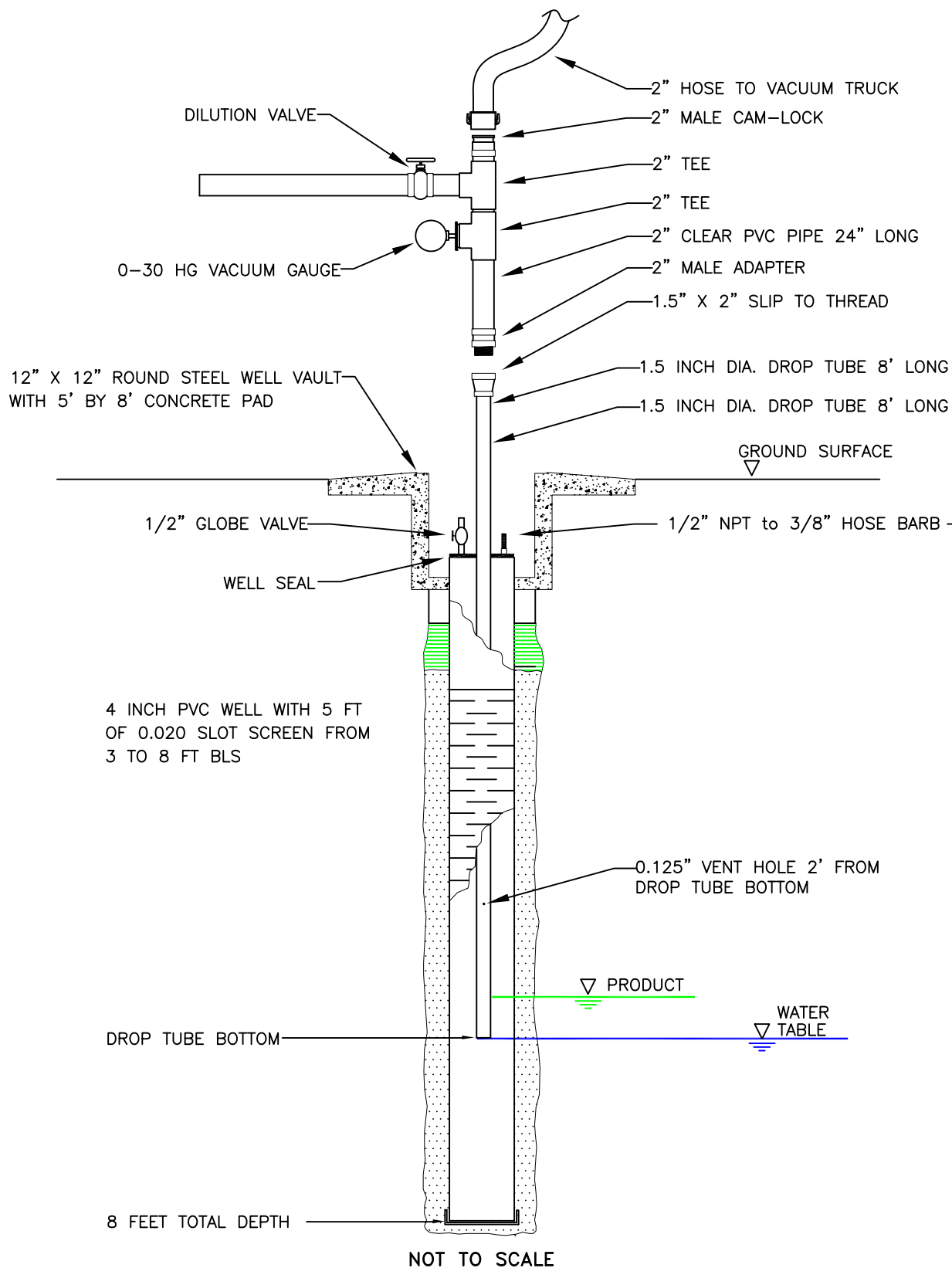
Sincerely,



Myles Wilkinson, P.E.
Senior Engineer



John H. Bondurant
Managing Partner



BY	DATE
DRAWN DLC	03/09/2015
CHECKED	
APPROVED	
APPROVED	
APPROVED	



Cameron-Cole
 200 E. GOVERNMENT STREET, SUITE 100
 PENSACOLA, FLORIDA 32502
 PHONE: 850-434-1011
 FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 2
TREATMENT WELL - RECOVERY CONFIGURATION
WARRINGTON FIRE DEPARTMENT
PENSACOLA, FLORIDA

SCALE:
AS NOTED

DWG. NO.:
40236 TREATMENT WELL-BID.dwg

PROJECT NO.
40236

Office Pensacola

Project Warrington FD

Project Location Pensacola, FL

Client Escambia County Fire-Rescue

Client Contact

Street
City, State, Zip
Telephone
FAX
e-mail

Battalion Chief Adam Harrison
6575 North "W" Street
Pensacola, Florida 32505
850 475-5597
ajharris@co.escambia.fl.us

C-C Project Manager

Street
City, State, Zip
Telephone
FAX
e-mail

Ben Fortson, P.G.
200 East Government St. Suite 100
Pensacola, Florida 32502
850-434-1011
850-434-2168
bfortson@cameron-cole.com

C-C Project Number 40236

Job Description

Remedial Action Implementation



Total Project Cost
\$37,067.00

C-C Personnel Discount 0%
C-C Billing Markup 0%
C-C Indirect 0%

	Task Keywords	Cost
Task 1	HASP/Baseline Groundwater Sampling	\$3,430.00
Task 2	Treatment Well Installation	\$3,056.00
Task 3	Episodic Vacuum Extraction Events	\$12,370.00
Task 4	EN Rx Injection	\$6,792.00
Task 5	Remedial Action Implementation Report	\$3,674.00
Task 6	Project Management and IDW Disposal	\$7,745
Task 7		\$0
Task 8		\$0
Task 9		\$0
Task 10		\$0

Project Total Cost \$37,067.00



Keyword

Task Description

Prepare a Site-Specific Health and Safety Plan including appropriate handling and storage of EN Rx oxidant.
Collect and analyze groundwater samples from eight monitoring wells for analysis of BTEX+MTBE and PAHs. Sodium and chloride analysis for three wells.
Collect a complete set of liquid level measurements & field physical parameters (pH, temperature, specific conductance, dissolved oxygen) from all wells.

Includes the Following SubTasks

Order sample kit and issue PO.
Schedule field work in-house & complete field timesheet.
Prepare and submit required regulatory notification; notify client & on-site personnel.

Personnel						Sub-Contractors						Large Equipment					
Position	Name	Rate	Hours	Discount	Total	Type	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total
Principal/ Regional Manager		\$225.00		0%	\$0					0%	\$0				ea	0%	\$0
Senior Manager		\$130.00	1.0	0%	\$130					0%	\$0				ea	0%	\$0
Level III Professional		\$95.00	6.0	0%	\$570					0%	\$0				ea	0%	\$0
Level II Professional		\$85.00		0%	\$0					0%	\$0				ea	0%	\$0
Level I Professional		\$65.00	12.0	0%	\$780					0%	\$0				ea	0%	\$0
CAD Drafter		\$68.00		0%	\$0					0%	\$0				ea	0%	\$0
Senior Technician		\$70.00	8.0	0%	\$560					0%	\$0				ea	0%	\$0
Technician		\$50.00		0%	\$0					0%	\$0				ea	0%	\$0
Office Administrator		\$60.00	1.0	0%	\$60					0%	\$0				ea	0%	\$0
Admin Assistant		\$42.00		0%	\$0					0%	\$0				ea	0%	\$0
					\$2,100.00						\$0.00						\$0
Disposal						Analytical						Project Expenses					
Item	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total
			drum	0%	\$0	BTEX + MTBE	8	\$50.00	ea	0%	\$400				ea	0%	\$0
			ea	0%	\$0	PAHs	8	\$100.00	ea	0%	\$800				ea	0%	\$0
			ea	0%	\$0	Sodium	3	\$15.00	ea	0%	\$45				ea	0%	\$0
			ea	0%	\$0	Choloride	3	\$20.00	ea	0%	\$60				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
					\$0						\$0						\$0
					\$0						\$1,305.00						\$0
Supplies						Small Equipment						Travel Expenses					
Item	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total
Poly Tubing - 100Ft	I	\$25.00	ea	0%	\$25			\$30.00	day	0%	\$0	Per Car Mileage		\$0.45	mile	0%	\$0
			ea	0%	\$0			\$20.00	day	0%	\$0	Lodging		\$95.00	day	0%	\$0
			ea	0%	\$0			\$40.00	day	0%	\$0	Airport Parking		\$11.00	day	0%	\$0
			ea	0%	\$0			\$20.00	day	0%	\$0	Per Diem		\$50.00	day	0%	\$0
			ea	0%	\$0			\$20.00	day	0%	\$0	Airfare		\$600.00	R/T	0%	\$0
			ea	0%	\$0				ea	0%	\$0	Vehicle Rental		\$75.00	day	0%	\$0
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
					\$25						\$0						\$0.00

Project Total Cost \$37,067.00



Keyword Episodic Vacuum Extraction Events

Task Description

Conduct three weekly episodic vacuum extraction events in accordance with approved RAP and Bid Specifications.
Conduct three bi-weekly vacuum extraction events.
Record/measure free product thickness and re-accumulation rates twice between each event.

Includes the Following SubTasks

Assume each event is one-half day on-site to complete; 1,500 gallons water/product disposal maximum per event at \$0.20 gallon.

[illegible]

Project Total Cost \$37,067.00



Keyword EN Rx Injection

Task Description

Conduct oxidant injection event in accordance with approved RAP, UIC Approval Order & Bid Specifications.

Includes the Following SubTasks

[illegible]

Project Total Cost \$37,067.00



Keyword Remedial Action Implementation Report

Task Description

--

Includes the Following SubTasks

Personnel						Sub-Contractors						Large Equipment					
Position	Name	Rate	Hours	Discount	Total	Type	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total
Principal/ Regional Manager		\$225.00	2.0	0%	\$450				day	0%	\$0				ft	0%	\$0
Senior Manager		\$130.00	8.0	0%	\$1,040				hr	0%	\$0				ft	0%	\$0
Level III Professional		\$95.00	16.0	0%	\$1,520				hr	0%	\$0				ea	0%	\$0
Level II Professional		\$85.00	0.0	0%	\$0				day	0%	\$0				ea	0%	\$0
Level I Professional		\$65.00	0.0	0%	\$0					0%	\$0				ea	0%	\$0
CAD Drafter		\$68.00	8.0	0%	\$544					0%	\$0				ea	0%	\$0
Senior Technician		\$70.00	0.0	0%	\$0					0%	\$0				ea	0%	\$0
Technician		\$50.00	0.0	0%	\$0					0%	\$0				ea	0%	\$0
Office Administrator		\$60.00	2.0	0%	\$120					0%	\$0				ea	0%	\$0
Admin Assistant		\$42.00	0.0	0%	\$0					0%	\$0				ea	0%	\$0
					\$3,674.00						\$0						\$0
Disposal						Analytical						Project Expenses					
Item	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total
			drum	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0				ea	0%	\$0
					\$0						\$0						\$0
Supplies						Small Equipment						Travel Expenses					
Item	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total	Item	Number	Rate	Unit	Markup	Total
			ton	0%	\$0				day	0%	\$0	Per Car Mileage		\$0.45	ea	0%	\$0
			ft	0%	\$0				ea	0%	\$0	Lodging		\$95.00	ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0	Airport Parking		\$75.00	ea	0%	\$0
			yd³	0%	\$0				ea	0%	\$0	Per Diem		\$35.00	ea	0%	\$0
			ea	0%	\$0				ea	0%	\$0	Airfare		\$0.00	R/T	0%	\$0
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
			ea	0%	\$0				ea	0%	\$0						
					\$0						\$0						\$0
					\$0						\$0						\$0

Project Total Cost \$37,067

Keyword Project Management and IDW Disposal

Task Description

Coordinate waste characterization, pickup and disposal of two drums IDW.
Project Management at 15% .

Includes the Following SubTasks

Obtain PO; send lab reports to T&D subcontractor for approval.
Coordinate with Client to obtain signatures, if necessary.
Schedule drum pickup with subcontractor and notify client and on-site personnel of date/time.
Meet T&D subcontractor on-site to supervise pickup.

[illegible]



Cameron-Cole, LLC Calculations

By: DLC Date: 4/28/2015 Subject: Warrington Fire Department Project No 40236
chkd. by: _____ Date: _____ RAP Implementation

The Remedial Action Plan (RAP) dated January 5, 2015 describes the remedial action to be conducted at the site. The following information clarifies and expands upon the information provided in the RAP. The subcontractor is required to review the RAP and the specifications presented herein prior to submitting a bid. If any discrepancies are discovered, the subcontractor is required to notify Cameron-Cole, LLC (Cameron-Cole) immediately of the discrepancy and receive clarification in writing prior to submitting a bid.

Specific RAP details and clarifications are:

Upon bid award, the contractor shall file an amended UIC Permit to reflect the name of the responsible consultant. A Site-Specific Health and Safety Plan shall be completed prior to commencement of any field activities.

The FDEP Site Manager responsible for overseeing site activities and the Warrington Fire Department shall be notified at least one week prior to any field activities being performed.

Monitoring well MW-1 shall be over-drilled as specified in the approved RAP, and a 4" treatment well installed in accordance with the attached specifications.

The extraction wellhead and vacuum pump connection piping shall be installed and assembled as per the approved A baseline groundwater sampling event shall be completed in accordance with the attached Sampling Schedule.

Vacuum extraction events shall be conducted weekly for three weeks, then every two weeks for three more events or until no measurable product is detected for two weeks following an extraction event.

The attached Vacuum Product Recovery Procedures shall be followed for each extraction event.

Depth to product/water measurements shall be collected twice between each extraction event from monitoring wells MW-2, MW-3, MW-4, MW-5, MW-8 and treatment well RW-1.

The injection event shall be conducted approximately two weeks following the last vacuum extraction event.

The attached Injection Procedures shall be followed for the injection event.

Depth to product/water measurements shall be collected twice between the last extraction event and the injection event from monitoring wells MW-2, MW-3, MW-4, MW-5, MW-8 and treatment well RW-1.

Quarterly groundwater monitoring events shall be conducted in accordance with the attached Groundwater Monitoring Schedule.

Quarterly Groundwater Monitoring Reports shall be provided in accordance with the attached groundwater monitoring schedule.

All groundwater samples shall be analyzed by a Florida certified laboratory for the required analysis.

A detailed Remedial Action Implementation Report shall be provided within 90 days following completion of the injection events. This report shall include figures showing the actual treatment well installation location, a well completion diagram, all data tabulated including the pressure/vacuum measurements recorded during each extraction and injection event, disposal manifests for the recovered liquids, and well permit and completion reports. The report shall be signed and sealed by a Professional Engineer.



Cameron-Cole, LLC Calculations

By: DLC Date: 4/28/2015 Subject: Warrington Fire Department Project No. 40236

chkd. by: _____ Date: _____ Vacuum Truck Requirements

Minimum Vacuum Truck Operating Parameters:

Minimum Operating Vacuum: 145 in H₂O

Minimum Operating Air Flow: 44 scfm

Minimum Capacity: 1,500 gal. total liquids

The truck will be operating on-site a minimum of 1/2 day.

6 treatment events will occur.

The first 3 will be at 1-week intervals.

The next 3 will be at 2-week intervals.

EN Rx Solution Calculations

Density of water: 8.33 lbs/gal

Density of 25% H₂O₂: 9.2 lbs/gal

300 gal. @ 5% = 125 lbs active ingredient (AI).

125 lbs AI @ 25% = 54 gal. EN Rx Reagent



Cameron-Cole, LLC Calculations

By: DLC Date: 4/28/2015 Subject: Warrington Fire Department Project No 40236
chkd. by: _____ Date: _____ Treatment Well Specifications _____

TREATMENT WELL:

4"- diameter PVC Well

5' - 0.020" Slot Screen from 8' bls to 3' bls.

3' of 4"-diameter riser.

Well completed with a 12" diameter round bolt-down traffic rated vault with a 12" deep skirt.

A 5' x 8' x 6" thick concrete pad will be placed around the treatment well.

The concrete will be 3,000 psi with fiber reinforcing.

A 4" steel well seal is to be provided with a 1.5" hole for the riser pipe and two 1/2" threaded penetrations.



BASELINE AND POST ACTIVE REMEDIATION MONITORING SCHEDULE, YEAR ONE

Warrington Fire Department

Pensacola, Florida

Work Activities	Baseline	Month 1	Month 2	Qtr 1	Month 4	Month 5	Qtr 2	Month 7	Month 8	Qtr 3	Month 10	Month 11	Qtr 4
MW-1/RW-1	a			a			a			a			a
MW-2	a,b,c,d			a,b,c,d			a,b,c,d			a,b,c,d			a,b,c,d
MW-3	a,b,c,d			a,b,c,d			a,b,c,d			a,b,c,d			a,b,c,d
MW-4	a,b,c												a,b,c
MW-5	a,b,c												a,b,c
MW-6	a,b,c												a,b,c
MW-7	a,b,c												a,b,c
MW-8	a,b,c,d			a,b,c,d			a,b,c,d			a,b,c,d			a,b,c,d
DW-1	a,b,c												a,b,c
Reporting				e			e			e			e

Groundwater Data

- a Groundwater Elevation and Field Parameters (pH, temperature, conductivity, DO)
- b BTEX Sampling for COCs
- c PAHs Sampling for COCs
- d Sodium & Chloride
- e Quarterly Report



ACTIVE REMEDIAL ACTION IMPLEMENTATION SCHEDULE
Warrington Fire Department
Pensacola, Florida

Work Activities	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 27
Episodic Event 1	X												
Episodic Event 2		X											
Episodic Event 3			X										
Episodic Event 4					X								
Episodic Event 5							X						
Episodic Event 6									X				
Measure Thickness of Free Product	X	X	X	X	X	X	X	X	X	X			
In Situ Chemical Injection										X			
Begin Post Active Remediation Monitoring												X	
RAP Implementation Report													X

Note: Schedule is approximate and based upon recovery rate of free product between episodic events.

VACUUM PRODUCT RECOVERY PROCEDURE

Objective

Maximize the extraction of separate phase product and minimize the extraction of groundwater.

Equipment

- Vacuum truck.
- Digital manometer with 0 to 20" water range.
- Digital manometer with 0 to 200" water range.
- 2" well packer set up to monitor monitoring well vacuum.
- Thermal anemometer.
- Interface probe.

Preparation

- Measure the depth to product and depth to water in monitoring wells MW-2, MW-3, MW-4, MW-5, and MW-8.
- Measure the depth to product and depth to water in the treatment well (RW-1).
- Mark the drop tube at 1/2" below the depth to water.
- Install drop tube into well to a depth 1/2" below the water table.
- Open dilution valve half-way on wellhead pipe assembly.
- Completely open 1/2" globe valve on well seal.
- Connect 0 to 200" water digital manometer to well seal hose barb.
- Connect wellhead pipe assembly to the vacuum truck.
- Verify air flow measurement location on the vacuum truck.
- Review vacuum truck's pressure-flow curves.
- Support wellhead pipe assembly from movement during extraction.

General

- During the event, monitor the following carefully:
 1. Vacuum in the annular space;
 2. Liquid flow in the clear section of piping;
 3. Air flow into annular space; and
 4. Air flow in dilution line.
- Begin monitoring vacuum 30 minutes after liquid recovery in monitoring wells MW-2, MW-3, MW-4, MW-5, and MW-8 and continue at 30-minute intervals until recovery is complete.
- Never exceed 12" water vacuum in annular space.
- Never exceed a main line vacuum equivalent to the dead lift vacuum from the vacuum gauge to the static water table.

Procedure

- Start vacuum truck.
- Gradually increase vacuum until liquid is observed flowing through the piping.
- Once liquid flow is established, hold vacuum steady and monitor the following:
 1. Annular well space vacuum;
 2. Main line vacuum;
 3. Record total recovered air flow through the vacuum truck;
 3. Make adjustments to the dilution valve and well annular space globe valve to maintain a bi-phase fluid flow regime, keep annular space vacuum below 12" of water and keep main line vacuum below the dead lift vacuum from the vacuum gauge to the static water table.
 4. Observe liquids being recovered, air/fuel/water ratio and water surface tension. Water surface tension is a good indicator for the presence/absence of separate phase product.
- Continue vacuum recovery, while closely observing liquid flow. The following are signs that no free product is present:
 1. Water surface tension will be at maximum and separate distinct small water droplets will be present;
 2. The liquid that forms sheets along the clear section of pipe will have distinct edges due to surface tension; and
 3. All liquid will be completely clear with no discernible color (excluding color from suspended solids).
- Note how long after startup that no discernible product is present in the liquid flow stream.
- Continue vacuum operation for at least one hour beyond the point no discernible product is present in the liquid flow stream or four hours of operation has lapsed.
- Discontinue vacuum operation.
- Determine total liquid volume recovered.

Treatment Completion

- Measure the depth to product and depth to liquids in monitoring wells MW-2, MW-3, MW-4, MW-5, and MW-8.
- Measure the depth to product and depth to water in the treatment well (RW-1).
- Wait one hour and measure the depth to product and depth to water in the treatment well (RW-1) again.
- Dismantle all piping and clean the site. Measure the depth to product and depth to water in the treatment well (RW-1) at the end of the day just before departing the site.

INJECTION PROCEDURE

Objective

Quickly inject 300 gallons of reagent into the recovery well without daylighting of the reagent.

Equipment

- 330-gallon tank (intermediate bulk container).
- Digital manometer with 0 to 200" water range.
- Electric pump capable of at least 8 gallons per minute (gpm) at 12 pounds per square inch gauge (psig) and is compatible with a 25% hydrogen peroxide solution.
- Interface probe.

Preparation

- Review safety hazards and procedures for handling and mixing of hydrogen peroxide.
- Measure the depth to liquid in monitoring wells MW-2, MW-3, MW-4, MW-5, and MW-8.
- Measure the depth to product and depth to water in the treatment well (RW-1).
- Mark the drop tube at 6" below the depth to water.
- Install drop tube into well to a depth 6" below the water table.
- Close ½" globe valve completely.
- Connect 0-200" water digital manometer to well seal hose barb.
- Connect wellhead pipe assembly to injection pump manifold and reagent tank.
- Fill reagent mix tank with 246 gallons of clean potable water.
- Add 54 gallons of 25% hydrogen peroxide, EN Rx Sustained Singlet Oxygen (SSO) and EN Rx Synergist.
- Support wellhead pipe assembly from movement during injection.



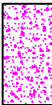

General

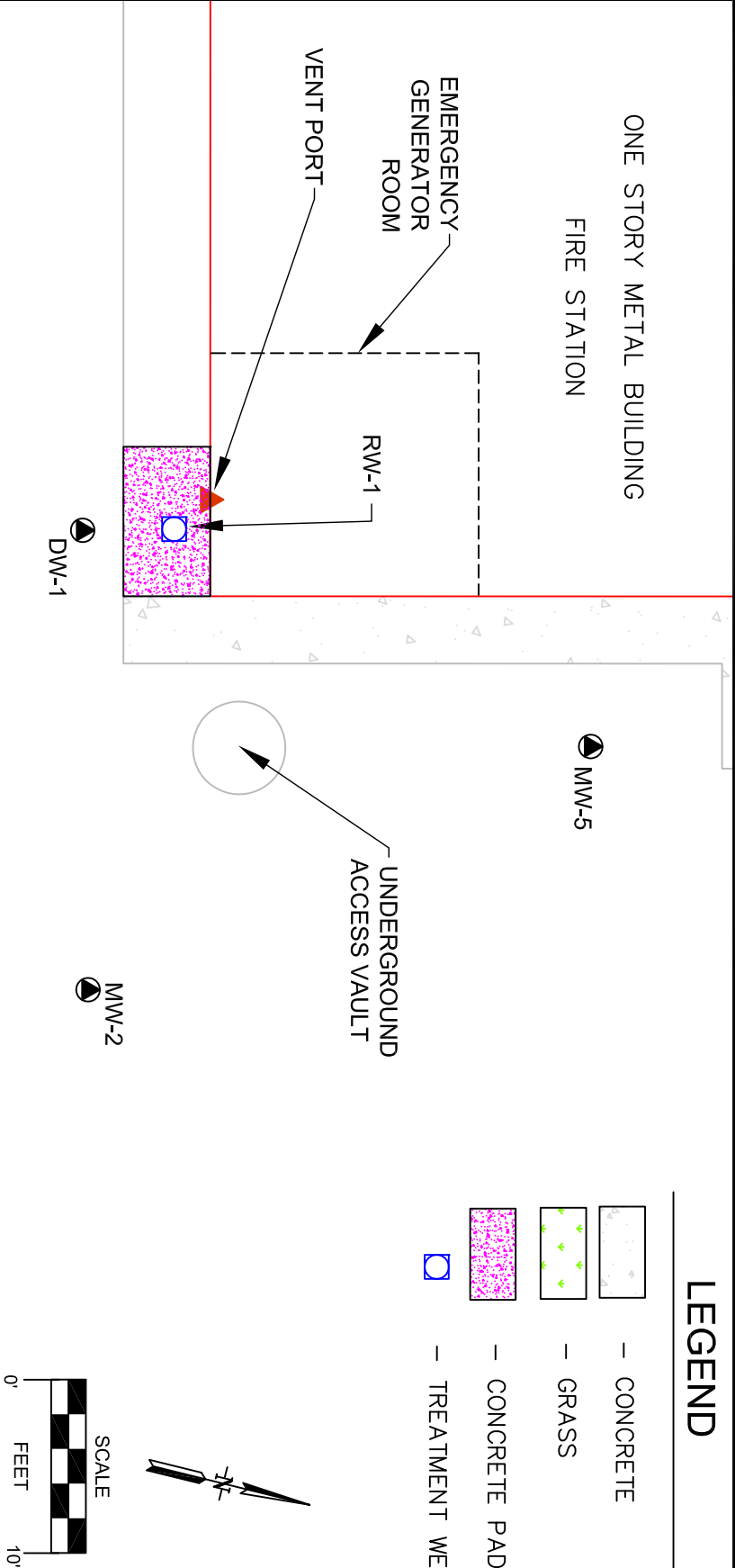
- During the injection event, monitor the following carefully:
 1. Pressure in the annular space;
 2. Liquid level drop rate in reagent mixing tank;
 3. Pressure in injection line.
- Never exceed an annular space pressure equivalent to the distance from the static water table to the ground surface.
- Never exceed a main line pressure equivalent to the distance from the static water table to the ground surface.

Procedure

- Set valves to allow flow around booster pump.
- Open valve on the tank to begin flow.
- Monitor mainline and annular space pressure and check fluid drop in the tank.
- If the flow is substantial and there is a pressure increase in the annular space of at least 6" of water, allow it to continue.
- If the flow is too slow or there is no increase in pressure in the annular space, turn on the booster pump.
- Continue monitoring mainline and annular space pressure and fluid drop in the tank. If pressure exceeds the pressure equivalent to the distance from the static water table to the ground surface, throttle the booster pump by partially closing the valve on the intake side of the pump.
- Pump until all fluids are out of the tank.
- Add an additional 10 gallons of clean rinse water to the tank and pump this into the treatment well.

LEGEND

-  - CONCRETE
-  - GRASS
-  - CONCRETE PAD AROUND WELL
-  - TREATMENT WELL LOCATION



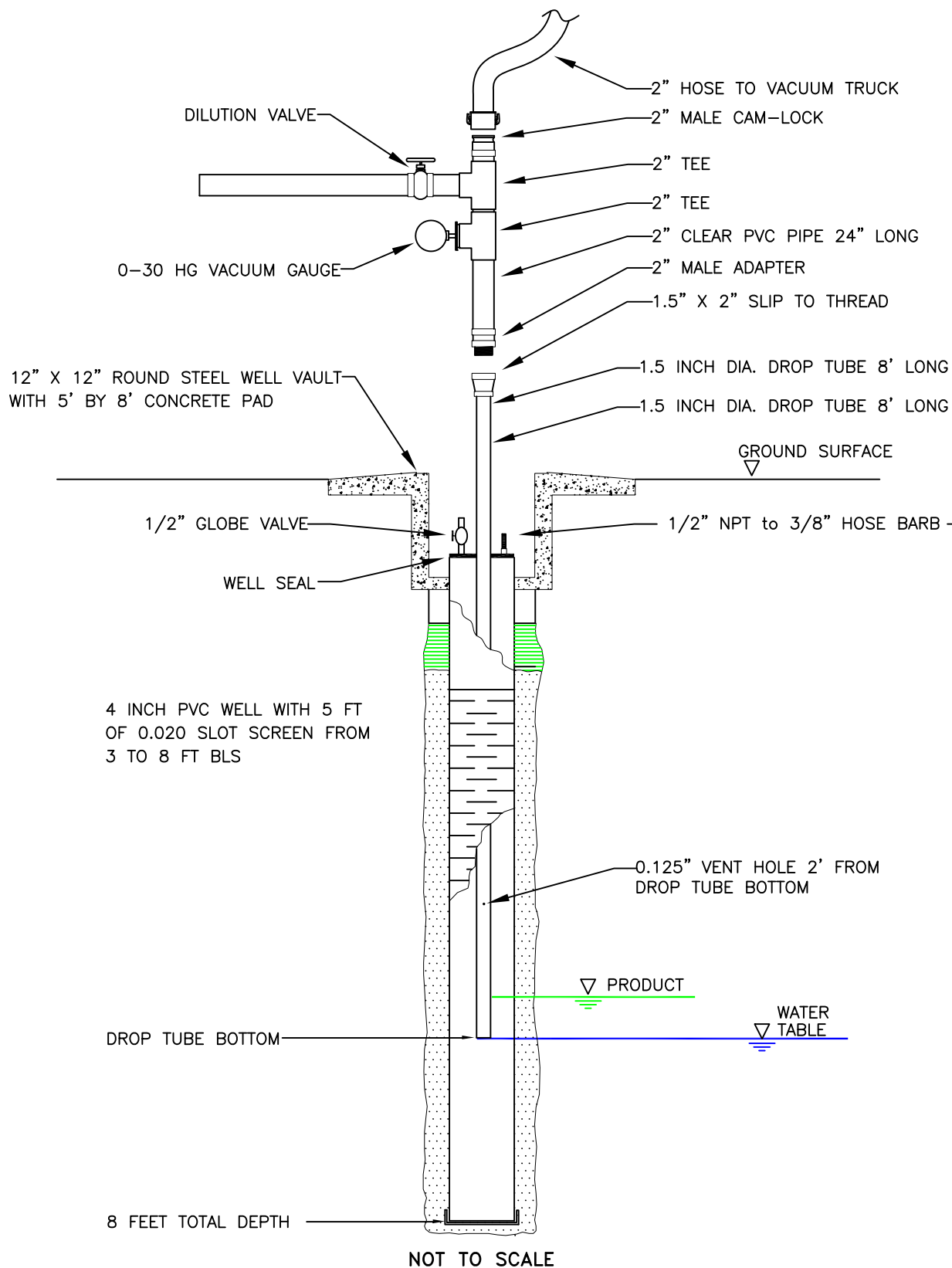
BY		DATE
DRAWN	DLC	03/10/2015
CHECKED		
APPROVED		
APPROVED		
APPROVED		



cameron-cole

200 E. GOVERNMENT STREET, SUITE 100
PENSACOLA, FLORIDA 32502
PHONE: 850-434-1011
FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 1		
SITE TREATMENT LAYOUT		
WARRINGTON FIRE DEPARTMENT		
PENSACOLA, FLORIDA		
SCALE: 1"=10'	DWG. NO.: 40236 SITE-BID.dwg	PROJECT NO.: 40236



BY	DATE
DRAWN DLC	03/09/2015
CHECKED	
APPROVED	
APPROVED	
APPROVED	



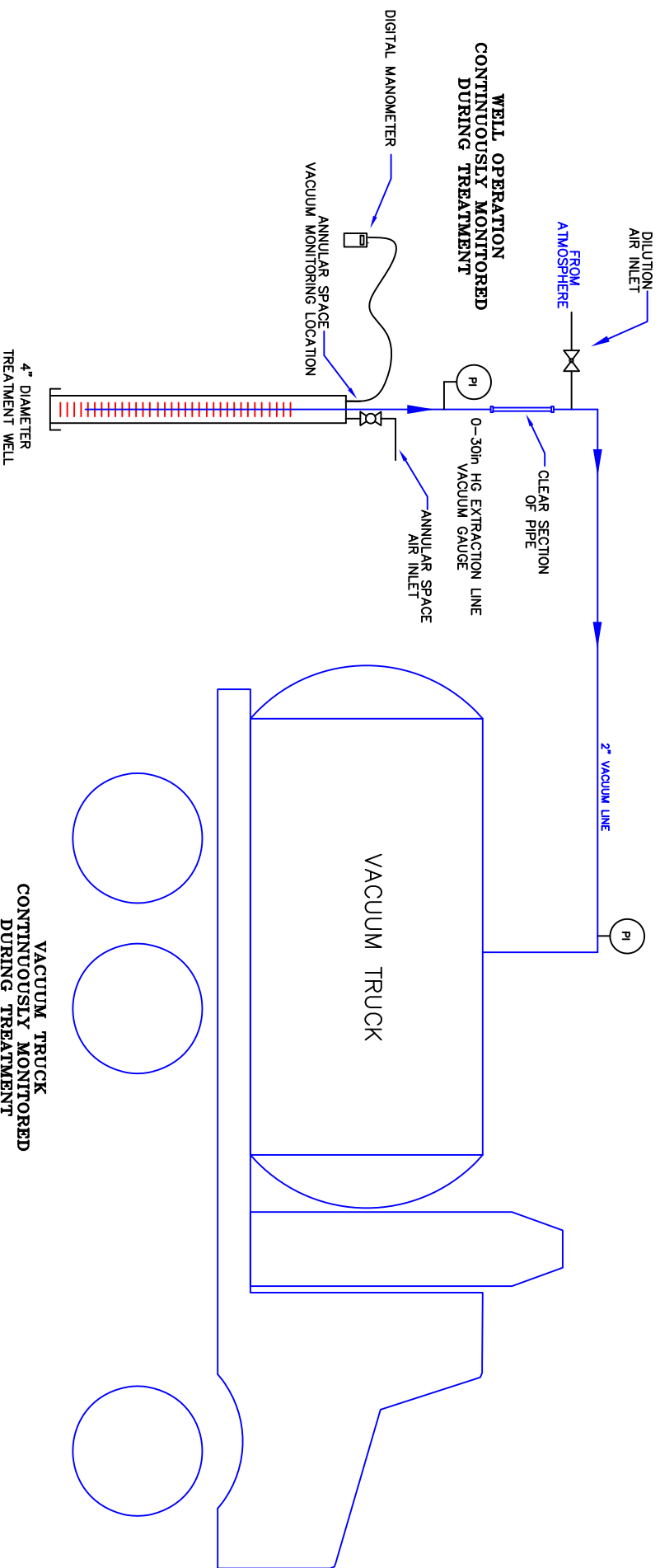
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 PHONE: 850-434-1011
 FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 2
TREATMENT WELL - RECOVERY CONFIGURATION
WARRINGTON FIRE DEPARTMENT
PENSACOLA, FLORIDA

SCALE:
AS NOTED

DWG. NO.:
40236 TREATMENT WELL-BID.dwg

PROJECT NO.
40236



LEGEND

- PI - PRESSURE INDICATOR
- ⋈ - VALVE

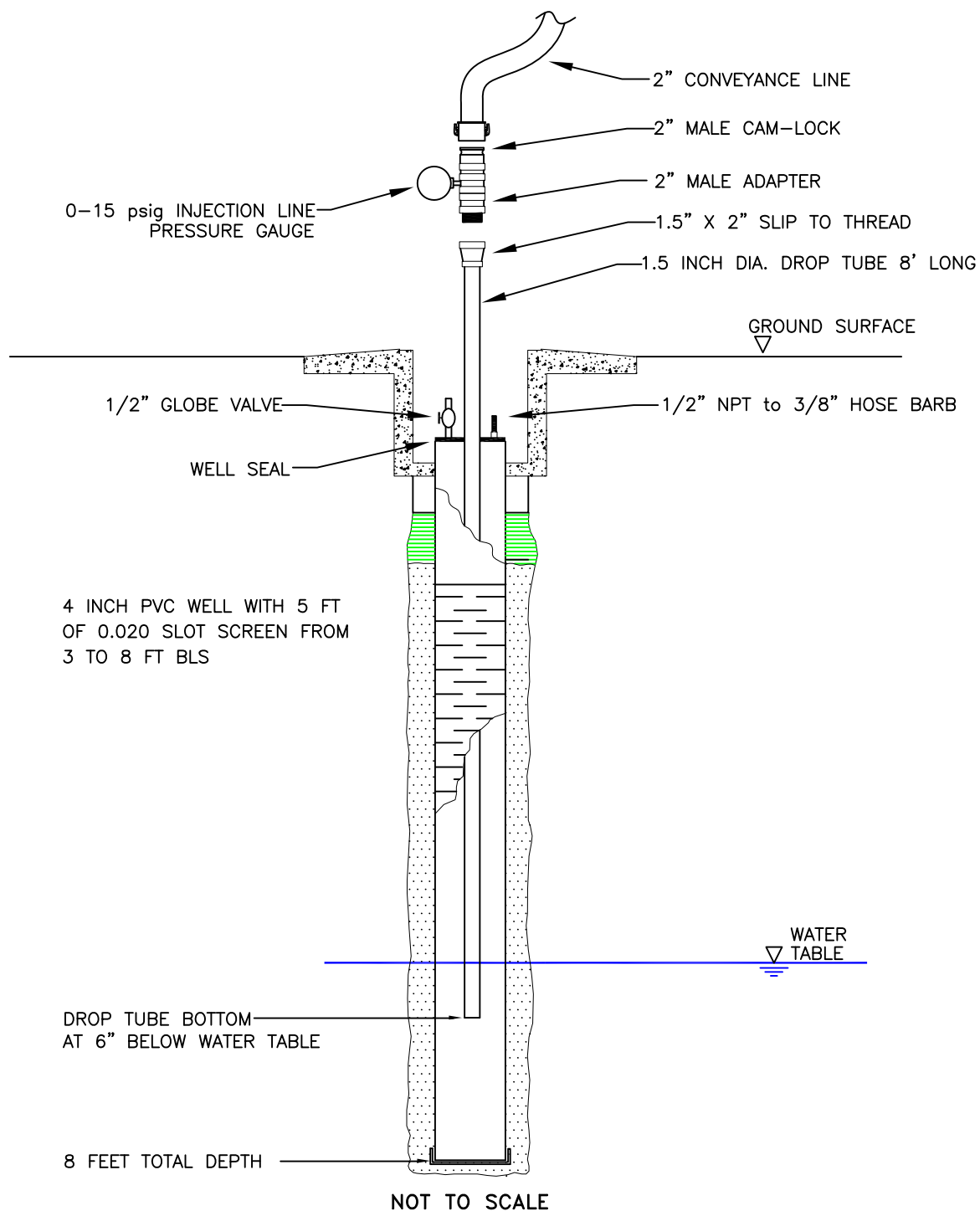
BY	DATE
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CHECKED	03/09/2015
APPROVED	
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FIGURE 3		
VACUUM TREATMENT PROCESS DIAGRAM		
WARRINGTON FIRE DEPARTMENT		
PENSACOLA, FLORIDA		
SCALE:	DWG. NO.:	PROJECT NO.:
NA	40236 P&ID.dwg	40236



BY	DATE
DRAWN DLC	03/09/2015
CHECKED	
APPROVED	
APPROVED	
APPROVED	



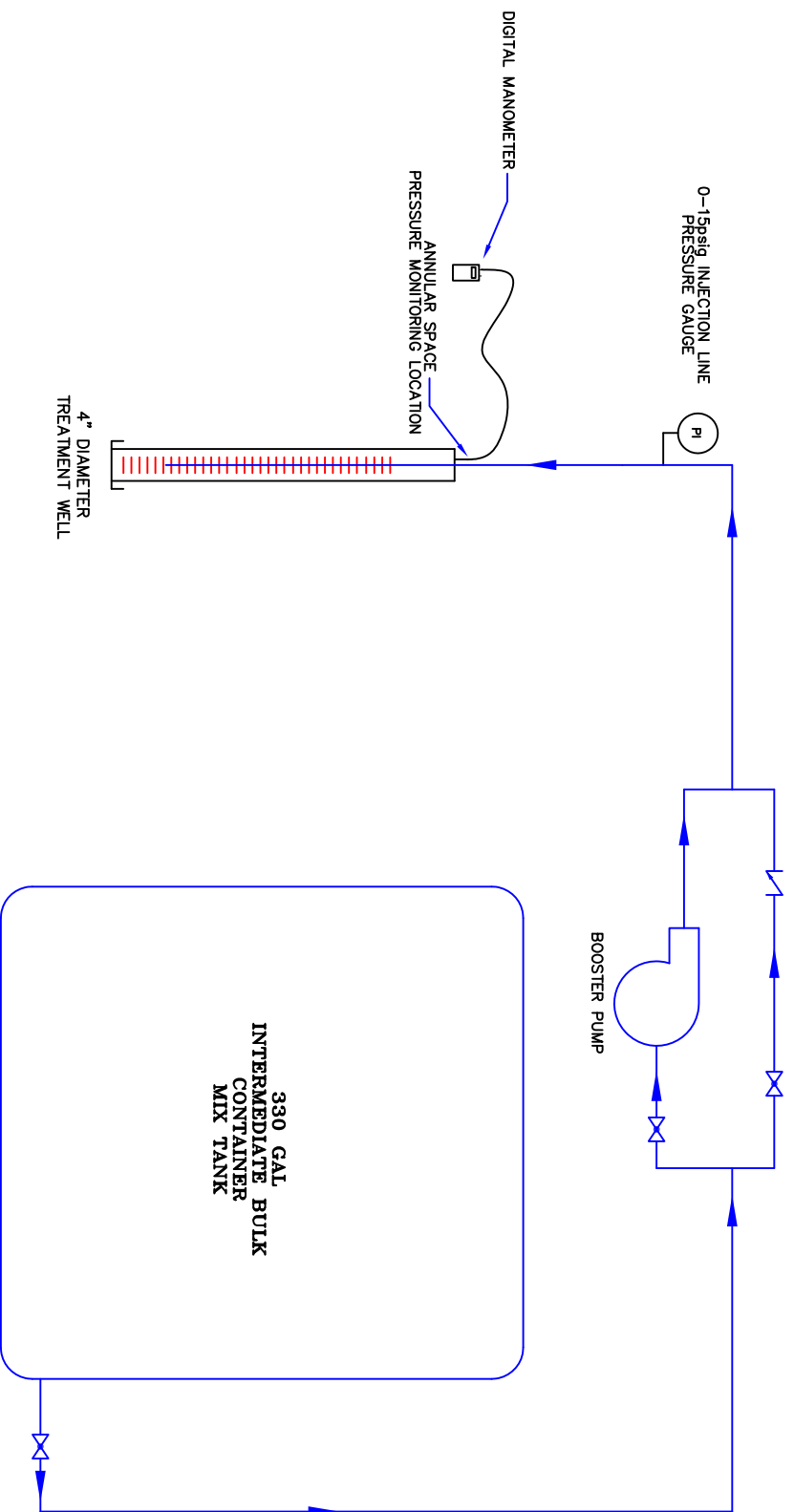
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 PHONE: 850-434-1011
 FAX: 850-434-2168
<http://www.cameron-cole.com>

FIGURE 4
TREATMENT WELL - INJECTION CONFIGURATION
WARRINGTON FIRE DEPARTMENT
PENSACOLA, FLORIDA

SCALE:
AS NOTED

DWG. NO.:
40236 TREATMENT WELL-BID.dwg

PROJECT NO.
40236



LEGEND

- PI — PRESSURE INDICATOR
- ⋈ — VALVE

DRAWN	BY	DATE
CHECKED	DLC	03/09/2015
APPROVED		
APPROVED		
APPROVED		



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PENSACOLA, FLORIDA 32502
PHONE 850-434-1011
FAX 850-434-2168
<http://www.cameron-cole.com>

FIGURE 5		
INJECTION TREATMENT PROCESS DIAGRAM		
WARRINGTON FIRE DEPARTMENT		
PENSACOLA, FLORIDA		
SCALE:	DWG. NO:	PROJECT NO.
NA	40236 P&ID.dwg	40236

Original Purchase Order

AGREEMENT

between

ESCAMBIA COUNTY

and

Cameron-Cole, LLC

for

***BROWNSFIELDS SERVICES
(PD 06-07.038)***

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AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as "County,") and Cameron-Cole, LLC, a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 84-1577838, and whose business address is 200 E. Government Street, Suite 100, Pensacola, FL 32502 (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners, is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

Cameron-Cole, LLC, is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Keith Wilkins, Director, Escambia County Neighborhood and Environmental Services Department. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County's Neighborhood and Environmental Services Department who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Cameron-Cole, LLC, to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3
SCOPE OF SERVICES

3.1 The Consultant will provide Brownsfields Services as hereinafter described in this Article 3 for tasks outlined in Escambia County's RLI Specification No. PD 06-07.038. In the event of a conflict between the terms of the RLI and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and, unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4 ORDERING OF THE WORK

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6 COMPENSATION AND METHOD OF PAYMENT

6.1 COMPENSATION:

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit "A" attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the NESD and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as

negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit "A" attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within thirty (30) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

6.5 Payment requisitions will be sent to:

Keith Wilkins, Director
NESD
1190 W. Leonard Street
Pensacola, Florida 32502
(850) 595-3496
(850) 595-3495

Notices will be sent to:

County Administrator
Escambia County Administrator
221 Palafox Street
Pensacola, Florida 32597-1590
(850) 595-4900
(850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

John H. Bondurant, Vice President
Cameron-Cole, LLC
200 E. Government Street, Suite 100
Pensacola, FL 32502

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7
ADDITIONAL SERVICES AND
CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10 **GENERAL CONDITIONS**

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to

terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

(a) **HOLD HARMLESS:** The Consultant agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Consultant's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable.

(b) **INDEMNIFICATION:** The Consultant and the County agree that pursuant to Section 725.06, Florida Statutes, as amended, the first one hundred (\$100) of this Agreement's compensation paid by the County to the Consultant shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Consultant provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Consultant's acceptance and execution of the Agreement. The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including

coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with \$5,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Supervisor, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall

advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 HEADINGS:

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this

Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

10.18 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.19 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

10.21 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of

any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.22 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

10.23 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and Cameron-Cole, LLC, signing by and through its Vice President, duly authorized to execute same.

CONSULTANT:

Cameron-Cole, LLC, a for-profit corporation
authorized to do business in the State of Florida.

By: John H. Bodement
Vice President

Date: March 28, 2008

ATTEST: Corporate Secretary

By: [Signature]

Secretary

[CORPORATE SEAL]

SEAL

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political
subdivision of the State of Florida acting by and
through its duly authorized Board of County
Commissioners.

WITNESS: [Signature]

WITNESS: [Signature]

By: [Signature]

County Administrator

Date: 9/11/08

BCC Approved July 19, 2007

EXHIBIT "A";
Brownsfields Services, PD 06-07.038

Cameron-Cole, LLC

Maximum Continuing Contract Fee Schedule Acceptance

In order for a "Continuing Contract" to be established between Escambia County, Florida a fee schedule must be established. The Office of Purchasing on behalf of Escambia County offers a "Fee Schedule" consisting of:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
 - Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.

Individual Task Orders will be negotiated with the "Fee Schedule" as a "ceiling".

[X] Yes, the "Fee Schedule" formula is acceptable.



Signature

05/25/05
Date

[] No, the "Fee Schedule" formula is not acceptable.

Signature

Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8616

County Administrator's Report 9. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: Change Order to Purchase Order for Fairbanks Scales Inc.

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Purchase Order #150656, Fairbanks Scales, Inc., for Repairs and Maintenance to Scales at Perdido Landfill and Palafox Transfer Station - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 5, to Fairbanks Scales, Inc., for repairs and maintenance to scales at the Perdido Landfill and the Palafox Transfer Station:

Department:	Waste Services
Division:	Waste Services
Type:	Addition
Amount:	\$35,000
Vendor:	Fairbanks Scales, Inc.
Project Name:	Repairs and Maintenance
PO#:	150656
CO#:	5
Cost Center for CO:	230307 & 230314
Original PO Amount:	\$20,000
Cumulative Amount of Change Orders thru #5:	\$64,500
New PO Total:	\$84,500

[Funding Source: Fund 401, Solid Waste Fund, Cost Centers 230307 & 230314, Object Code 54601]

BACKGROUND:

The purpose of this Change Order is to provide additional funding in support of repair and maintenance activities performed by Fairbanks Scales, Inc., to scales at the Perdido Landfill and the Palafox Transfer Station.

Prior to the 2014/15 Fiscal Year, a request for bids was sought by the Waste Services Department, from companies which could perform the needed maintenance and repairs required, within the needed time-frame, to scales at the Perdido Landfill and Palafox Transfer Station. Diligence was performed to obtain quotes from three vendors. However, due to the limited number of companies which provide this type of service, only two vendors were identified to respond to the request for quotes - Fairbanks Scales, Inc. and Ziel Scale, Inc.

In October, 2014, the Board approved an Open Blanket Purchase Order to Fairbanks Scales, Inc., for repairs and maintenance of scales at the Perdido Landfill and the Palafox Transfer Station.

BUDGETARY IMPACT:

Funding for this project is available in Fund 401 Solid Waste, Cost Centers 230307 & 230314, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Fairbanks Orig PO and CO

Fairbanks Quote

Fairbanks_Ziel Quotes

PURCHASE ORDER NO. 150656

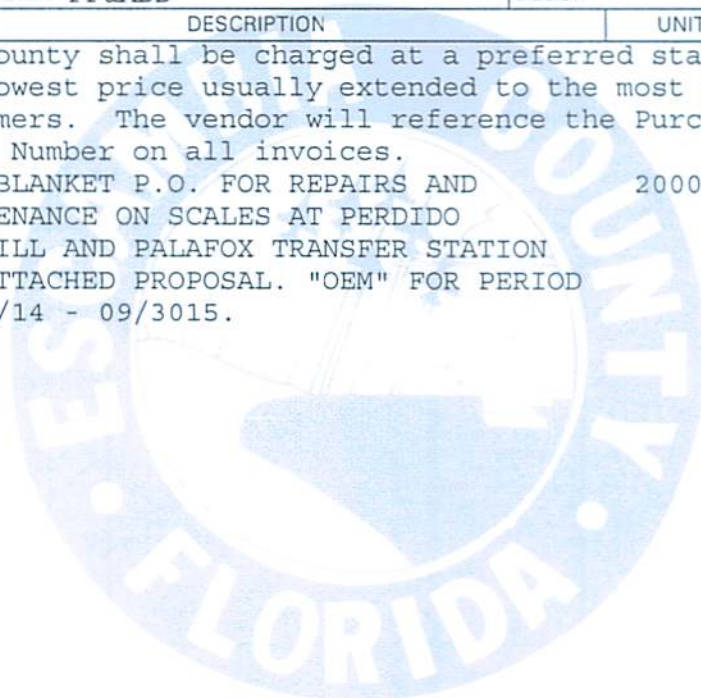
BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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 PENSACOLA, FL 32502-5843]

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[060214 FAX: 816-471-8207]
 FAIRBANKS SCALES INC
 821 LOCUST
 KANSAS CITY MO 64106]

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[SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801]
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[ATTN: SWM DENEE RUDD 850-937-2175]

ORDER DATE: 10/28/14		BUYER: LESTER BOYD		REQ. NO.: 15000757		REQ. DATE: 10/23/14	
TERMS: NET 30 DAYS		F.O.B.: PP&ADD		DESC.:			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
01	1.00	LOT	The County shall be charged at a preferred status with the lowest price usually extended to the most favored customers. The vendor will reference the Purchase Order Number on all invoices. OPEN BLANKET P.O. FOR REPAIRS AND MAINTENANCE ON SCALES AT PERDIDO LANDFILL AND PALAFOX TRANSFER STATION PRE ATTACHED PROPOSAL. "OEM" FOR PERIOD 10/01/14 - 09/30/15.		20000.0000	20,000.00	
							
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 20,000.00		
01	230307	54601	10,000.00		TOTAL \$ 20,000.00		
01	230314	54601	10,000.00				

APPROVED BY



PURCHASE ORDER NO. 150656-1

CHANGE DATE: 01/22/15

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060214 FAX: 816-471-8207
FAIRBANKS SCALES INC
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SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801
ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/28/14		BUYER: LESTER BOYD		REQ. NO.: 15000757	REQ. DATE: 10/23/14
TERMS: NET 30 DAYS		F.O.B.: PP&ADD		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	<p>Increase Purchase Order for additional maintenance to our scales at Palafox Transfer Station on an as needed basis.</p> <p>OPEN BLANKET P.O. FOR REPAIRS AND MAINTENANCE ON SCALES AT PERDIDO LANDFILL AND PALAFOX TRANSFER STATION PRE ATTACHED PROPOSAL. "OEM" FOR PERIOD 10/01/14 - 09/30/15.</p>	8500.0000	8,500.00
				<p>PAGE TOTAL \$ 8,500.00</p> <p>TOTAL \$ 8,500.00</p>	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	230307	54601	8,500.00		
01	230314	54601	.00		

APPROVED BY



PURCHASE ORDER NO. 150656-2

CHANGE DATE: 02/10/15

BOARD OF COUNTY COMMISSIONERS

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VENUE
 060214 FAX: 816-471-8207
 FAIRBANKS SCALES INC
 821 LOCUST
 KANSAS CITY MO 64106

SHIP TO
 SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801
 ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/28/14			BUYER: LESTER BOYD			REQ. NO.: 15000757		REQ. DATE: 10/23/14	
TERMS: NET 30 DAYS			F.O.B.: PP&ADD			DESC.: CHANGE ORDER - 2			
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION

INCREASE COST CENTER 230307 - OBJECT CODE 54601 IN THE AMOUNT OF \$10,000.00 FOR MAINTENANCE AND REPAIRS ON SCALES AT PALAFOX TRANSFER STATION AS NEEDED.					
01	.00	LOT	OPEN BLANKET P.O. FOR REPAIRS AND MAINTENANCE ON SCALES AT PERDIDO LANDFILL AND PALAFOX TRANSFER STATION PRE ATTACHED PROPOSAL. "OEM" FOR PERIOD 10/01/14 - 09/30/15.	10000.0000	10,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	10,000.00
01	230307	54601	10,000.00		TOTAL \$	10,000.00
01	230314	54601	.00			

APPROVED BY



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
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 PENSACOLA, FL 32591-1591
 (850) 595-4980

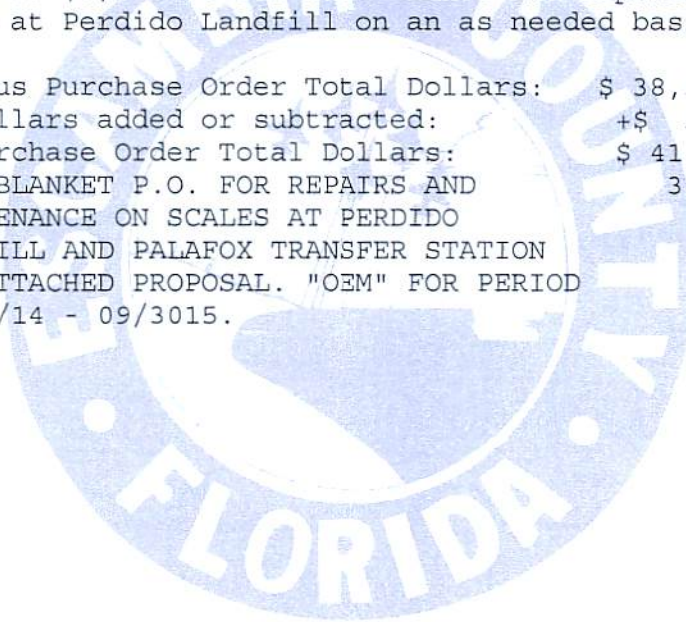
PURCHASE ORDER NO. 150656-3**CHANGE DATE: 05/22/15**

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 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801]

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[ATTN: SWM DENEE RUDD 850-937-2175]

ORDER DATE: 10/28/14		BUYER: LESTER BOYD		REQ. NO.: 15000757		REQ. DATE: 10/23/14	
TERMS: NET 30 DAYS		F.O.B.: PP&ADD		DESC.: CHANGE ORDER - 3			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
Increase Cost Center 230314 - Object Code 54601 in the amount of \$3,000.00 for Maintenance and Repairs on Scales at Perdido Landfill on an as needed basis. Previous Purchase Order Total Dollars: \$ 38,500.00 Net Dollars added or subtracted: +\$ 3,000.00 New Purchase Order Total Dollars: \$ 41,500.00							
01	.00	LOT	OPEN BLANKET P.O. FOR REPAIRS AND MAINTENANCE ON SCALES AT PERDIDO LANDFILL AND PALAFOX TRANSFER STATION PRE ATTACHED PROPOSAL. "OEM" FOR PERIOD 10/01/14 - 09/3015.	3000.0000	3,000.00		
							
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 3,000.00		
01	230307	54601	.00		TOTAL \$ 3,000.00		
01	230314	54601	3,000.00				

APPROVED BY


BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
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PENSACOLA, FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 150656-4

CHANGE DATE: 06/24/15

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SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801
ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/28/14		BUYER: LESTER BOYD		REQ. NO.: 15000757		REQ. DATE: 10/23/14	
TERMS: NET 30 DAYS			F.O.B.: PP&ADD		DESC.: CHANGE ORDER - 4		
ITEM#	QUANTITY	UOM	DESCRIPTION			UNIT PRICE	EXTENSION

Increase Cost Center 230307 Object Code 54601 in the amount of \$8,000 for maintenance and repairs on scales at Palafox Transfer Station as needed.

Previous Purchase Order Dollars: \$41,500.00
Net Dollars Added: 8,000.00
New Purchase Order Total Dollars: 49,500.00

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	OPEN BLANKET P.O. FOR REPAIRS AND MAINTENANCE ON SCALES AT PERDIDO LANDFILL AND PALAFOX TRANSFER STATION PRE ATTACHED PROPOSAL. "OEM" FOR PERIOD 10/01/14 - 09/3015.	8000.0000	8,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	8,000.00
01	230307 54601	8,000.00		TOTAL \$	8,000.00
01	230314 54601	.00			

APPROVED BY

[Signature]



ESCAMBIA COUNTY FLORIDA
DEPARTMENT OF SOLID WASTE MANAGEMENT
PERDIDO LANDFILL SCALE CONTRACT QUOTE FORM

SCALE MAINTENANCE

Service Performed

Inbound Price Per Maintenance _____ \$185.00 per visit
Outbound Price Per Maintenance _____ \$185.00 per visit
Automated Price Per Maintenance _____ \$185.00 per visit

FIELD REPAIR AND REGULAR MAINTENANCE RATES

Service is provided from this location: _____ Mobile, Al
What is the typical response time: _____ 2 hours or less(depending on availability)

Regular work days: _____ Monday through Friday
Regular working hours: _____ 8:00 a.m. to 5:00 p.m.
Regular labor rate per hour: _____ 89
Overtime rate begins at: _____ 5:00 p.m.
Days considered overtime working days: _____ weeknights, weekends ans holidays
Overtime labor rate per hour: _____ 89

Travel rate for regular hours: _____ 89
Travel rae for overtime hours: _____ 89

Truck rate per hour: _____ 392.00 for test truck 170.00 for pick up truck
(No overtime hour rates will be approved on truck hours)

Additional percentage for shop supplies: _____ 5%

Comments: _____ JI Faibanks parts used will be discounted at 10%

I, the undersigned, hereby propose to provide the following services at the price quoted for the period of
October 1, 2014 through September 30, 2015.

Fairbanks Scals _____
Name of Company
Ray Duplantier _____
Name of Company Representative

5821 Rangeline Rd #202 Theodore, Al. 36582 _____
Address

_____ (251)378-1694 _____ rduplantier@fairbanks.com
Phone Email

Signature of person doing the quote: _____ *Ray Duplantier*

Date: 8/1/14 _____



ESCAMBIA COUNTY FLORIDA
DEPARTMENT OF SOLID WASTE MANAGEMENT
PALAFOX TRANSFER STATION SCALE CONTRACT QUOTE FORM

SCALE MAINTENANCE

Service Performed

Inbound Price Per Maintenance	185
Outbound Price Per Maintenance	185
Pit Price Per Maintenance	450

FIELD REPAIR AND REGULAR MAINTENANCE RATES

Service is provided from this location:	Mobile, Al
What is the typical response time:	2 hours or less (depending on availability)
Regular work days:	Monday Thru Friday
Regular working hours:	8:00 a.m. to 5:00 p.m.
Regular labor rate per hour:	89
Overtime rate begins at:	89
Days considered overtime working days:	weeknights, weekends, and holidays
Overtime labor rate per hour:	89
Travel rate for regular hours:	89
Travel rae for overtime hours:	89
Truck rate per hour:	392.00 for test truck and 170.00 for pick p
(No overtime hour rates will be approved on truck hours)	
Additional percentage for shop supplies:	5%
Comments:	All Fairbanks parts used will be discounted at 10%

I, the undersigned, hereby propose to provide the following services at the price quoted for the period of
October 1, 2014 through September 30, 2015.

Fairbanks Scales

Name of Company	
Ray Duplantier	
Name of Company Representative	

5821 Rangeline Rd #202 Theodore, Al 36582
Address

251-378-1694
Phone

rduplantier@fairban
Email

Signature of person doing the quote:

Date:

Ray Duplantier
8/29/14

PURCHASE ORDER NO. 150656

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

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E
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

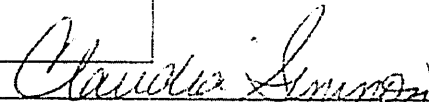
V
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060214 FAX: 816-471-8207
FAIRBANKS SCALES INC
821 LOCUST
KANSAS CITY MO 64106

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SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801

T
O
ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/23/14		BUYER: LESTER BOYD		REQ. NO.: 15000757		REQ. DATE: 10/23/14	
TERMS: NET 30 DAYS		F.O.B.: PP&ADD		DESC.:			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
01	1.00	LOT	The County shall be charged at a preferred status with the lowest price usually extended to the most favored customers. The vendor will reference the Purchase Order Number on all invoices. OPEN BLANKET P.O. FOR REPAIRS AND MAINTENANCE ON SCALES AT PERDIDO LANDFILL AND PALAFOX TRANSFER STATION PRE ATTACHED PROPOSAL. "OEM" FOR PERIOD 10/01/14 - 09/30/15.		20000.0000	20,000.00	
ITEM#			ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01			230307 54601		10,000.00		20,000.00
01			230314 54601		10,000.00		TOTAL \$ 20,000.00

APPROVED BY



REQN: 15000757



ESCAMBIA COUNTY FLORIDA
DEPARTMENT OF SOLID WASTE MANAGEMENT
PALAFOX TRANSFER STATION SCALE CONTRACT QUOTE FORM

Revised Quote

SCALE MAINTENANCE

Service Performed	
Inbound Price Per Maintenance	185
Outbound Price Per Maintenance	185
Pit Price Per Maintenance	450

FIELD REPAIR AND REGULAR MAINTENANCE RATES

Service is provided from this location:	Mobile, Al
What is the typical response time:	2 hours or less (depending on availability)
Regular work days:	Monday Thru Friday
Regular working hours:	8:00 a.m. to 5:00 p.m.
Regular labor rate per hour:	89
Overtime rate begins at:	89
Days considered overtime working days:	weeknights, weekends, and holidays
Overtime labor rate per hour:	89
Travel rate for regular hours:	89
Travel rate for overtime hours:	89
Truck rate per hour:	392.00 for test truck and 170.00 for pick up
(No overtime hour rates will be approved on truck hours)	
Additional percentage for shop supplies:	5%
Comments:	All Fairbanks parts used will be discounted at 10%

I, the undersigned, hereby propose to provide the following services at the price quoted for the period of

October 1, 2014 through September 30, 2015.

Fairbanks Scales

Name of Company
Ray Duplantier
Name of Company Representative
5821 Rangeline Rd #202 Theodore, Al 36582
Address
251-378-1694
Phone
rduplantier@fairban
Email

Signature of person doing the quote:

Date:

Ray Duplantier
8/29/14



ESCAMBIA COUNTY FLORIDA
DEPARTMENT OF SOLID WASTE MANAGEMENT
PERDIDO LANDFILL SCALE CONTRACT QUOTE FORM

ZEIL

FAIRBANKS

Service Performed

Inbound Price Per Maintenance	250
Outbound Price Per Maintenance	250
Automated Price Per Maintenance	250

185
185
185

FIELD REPAIR AND REGULAR MAINTENANCE RATES

Service is provided from this location:

Panama City Beach

What is the typical response time:

Same Day/Next Day

Mobile, AL

2 hrs or less (depending on availability)

Regular work days:

M-F

Regular working hours:

8-5

Regular labor rate per hour:

75.00

Overtime rate begins at:

before 8 or after 5 pm

Days considered overtime working days:

Sat-Sun-Holiday

Overtime labor rate per hour:

112.50

M-F

8-5

99.00

5 p.m.

Weeknight/Weekend/Holidays

89.00

Travel rate for regular hours:

75.00

Travel rate for overtime hours:

112.50

89.00

89.00

Truck rate per hour:

No Hourly Truck Rate \$1.63/mile Svc Truck, \$3.25/mile Test Truck

(No overtime hour rates will be approved on truck hours)

392.00 Test Truck/170.00 Svc Truck

Flat Rate

Additional percentage for shop supplies:

5%

5%

Comments:

Fairbanks parts will be discounted 10%



ESCAMBIA COUNTY FLORIDA
DEPARTMENT OF SOLID WASTE MANAGEMENT
PERDIDO LANDFILL SCALE CONTRACT QUOTE FORM

SCALE MAINTENANCE

Service Performed

Inbound Price Per Maintenance	\$185.00 per visit
Outbound Price Per Maintenance	\$185.00 per visit
Automated Price Per Maintenance	\$185.00 per visit

FIELD REPAIR AND REGULAR MAINTENANCE RATES

Service is provided from this location:	Mobile, Al
What is the typical response time:	2 hours or less (depending on availability)
Regular work days:	Monday through Friday
Regular working hours:	8:00 a.m. to 5:00 p.m.
Regular labor rate per hour:	89
Overtime rate begins at:	5:00 p.m.
Days considered overtime working days:	weeknights, weekends and holidays
Overtime labor rate per hour:	89
Travel rate for regular hours:	89
Travel rate for overtime hours:	89
Truck rate per hour:	392.00 for test truck 170.00 for pick up truck
(No overtime hour rates will be approved on truck hours)	
Additional percentage for shop supplies:	5%

Comments: all Fairbanks parts used will be discounted at 10%

I, the undersigned, hereby propose to provide the following services at the price quoted for the period of
October 1, 2014 through September 30, 2015.

Fairbanks Scals

Name of Company	
Ray Duclanier	
Name of Company Representative	

5821 Rangeine Rd #202 Theodore, Al. 36582
Address

(251)378-1694
Phone

rayduclanier@fairbanks.com
Email

Signature of person doing the quote: Ray Duclanier

Date: 8/1/14



ESCAMBIA COUNTY FLORIDA
DEPARTMENT OF SOLID WASTE MANAGEMENT
PALAFOX TRANSFER STATION SCALE CONTRACT QUOTE FORM

SCALE MAINTENANCE

Service Performed	
Inbound Price Per Maintenance	<u>250.00</u>
Outbound Price Per Maintenance	<u>250.00</u>
Pit Price Per Maintenance	<u>2117.00</u>

FIELD REPAIR AND REGULAR MAINTENANCE RATES

Service is provided from this location: Panama City Beach
What is the typical response time: Same Day or Early Next Morning.

Regular work days: Monday thru Friday
Regular working hours: 8am to 5pm
Regular labor rate per hour: 75.00
Overtime rate begins at: Before 8am and After 5pm
Days considered overtime working days: Saturdays, Sundays, Holidays.
Overtime labor rate per hour: 112.50

Travel rate for regular hours: 75.00
Travel rate for overtime hours: 112.50

Truck rate per hour: No Hourly Truck Rate.
(No overtime hour rates will be approved on truck hours) Mileage Charge: 3.25 Test Truck, 1.53 Service Truck
Additional percentage for shop supplies: 0.05

Comments: Pit Scale: Suggested Preventative Maintenance should be performed Quarterly.
Job will include outling scales out. Pull mesh screens and clean. Clear debris.
Grease, Reassemble. Calibrate

I, the undersigned, hereby propose to provide the following services at the price quoted for the period of
October 1, 2014 through September 30, 2015.

Ziel Scale, Inc.
Name of Company
David and Elizabeth Ziel
Name of Company Representative

5406 Sunset Ave. Panama City Beach, FL 32408

office 850-527-4393/ Fax 850-233-8578
Emergences 850-527-0505

Phone

Elizabeth@zielyscale.com

Email

Signature of person doing the quote: E Ziel

Date: 08.05.14



ESCAMBIA COUNTY FLORIDA
DEPARTMENT OF SOLID WASTE MANAGEMENT
PALAFIX TRANSFER STATION SCALE CONTRACT QUOTE

ZEIL

FAIRBANKS

*TR
Rice Scales.*

Service Performed

Inbound Price Per Maintenance	<u>250</u>
Outbound Price Per Maintenance	<u>250</u>
Pit Scale Price Per Maintenance	<u>2117</u>

<u>185</u>
<u>185</u>
<u>450</u>

FIELD REPAIR AND REGULAR MAINTENANCE RATES

Service is provided from this location: Panama City Beach
What is the typical response time: Same Day/Next Day

Mobile, AL
2 hrs or less (depending on availability)

Regular work days: M-F
Regular working hours: 8-5
Regular labor rate per hour: 75.00
Overtime rate begins at: before 8 or after 5 pm
Days considered overtime working days: Sat-Sun-Holiday
Overtime labor rate per hour: 112.50

M-F
8-5
89.00
5 p.m.
Weeknight/Weekend/Holidays
89.00

Travel rate for regular hours: 75.00
Travel rate for overtime hours: 112.50

89.00
89.00

Truck rate per hour: No Hourly Truck Rate \$1.63/mile Svc Truck, \$3.25/mile Test Truck
(No overtime hour rates will be approved on truck hours)

392.00 Test Truck/170.00 Svc Truck
Flat Rate

Additional percentage for shop supplies: 5%

5%

Comments: Pit Scale: Suggested PM should be performed
quarterly. Job will include pulling scales out,
pull mesh screens and clean, clear debris
grease, reassemble and calibrate

Fairbanks parts will be discounted 10%



ESCAMBIA COUNTY FLORIDA
DEPARTMENT OF SOLID WASTE MANAGEMENT
PERDIDO LANDFILL SCALE CONTRACT QUOTE FORM

SCALE MAINTENANCE

Service Performed	
Inbound Price Per Maintenance	250.00
Outbound Price Per Maintenance	250.00
Automated Price Per Maintenance	250.00

FIELD REPAIR AND REGULAR MAINTENANCE RATES

Service is provided from this location: Panama City Beach
What is the typical response time: Same Day or Early Next Morning.

Regular work days: Monday thru Friday
Regular working hours: 8am to 5pm
Regular labor rate per hour: 75.00
Overtime rate begins at: before 8am after 5pm
Days considered overtime working days: Saturday, Sunday, Holidays
Overtime labor rate per hour: 112.50

Travel rate for regular hours: 75.00
Travel rate for overtime hours: 112.50

Truck rate per hour: No Hourly Truck Rate
(No overtime hour rates will be approved on truck hours) 1.53 mile Service Truck 3.25 mile Test Truck

Additional percentage for shop supplies: 0.05

Comments: We look forward to working with Escambia County Team again.

I, the undersigned, hereby propose to provide the following services at the price quoted for the period of

October 1, 2014 through September 30, 2015.

Ziel Scale, Inc.
Name of Company
David and Elizabeth Ziel
Name of Company Representative

8406 Sunset Ave. Panama City Beach, FL 32408
Address

850-233-8578/ Emergencies 850-527-4505
Phone

elizabeth@zielscale.com
Email

Signature of person doing the quote: 

Date: 7/31/2014

SUNGARD PENTAMATION
DATE: 10/23/2014
TIME: 11:54:00

ESCAMBIA COUNTY BOCC
REQUISITION APPROVAL/DENIAL
RUN BY: 2121

PAGE NUMBER: 1
MODULE NUM: REQAPPR11
INFO: ALL RECORDS

SELECTION CRITERIA: requisit.req_no='15000757' and requisit.yr='15'

Group Name	REQ NUMBER	LINE ITEM	STATUS	AMOUNT	ERROR MESSAGE
NCS BUREAU	15000757	1	A	20000.00	
			TOTAL	20000.00	

PURCHASE REQUEST FORM

Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

FY2014-2015

DATE: 09/12/2014

PROJECT AND/OR PROPERTY NUMBER: _____

Vendor #: 060214

SUGGESTED VENDOR NAME: Fairbanks Scales

ADDRESS/PHONE NUMBER: PO Box 802796 Kansas City MO 64180

COUNTY PICKUP: _____

VENDOR DELIVERY: ☒ x

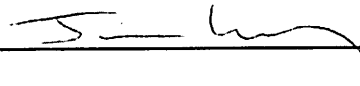
DATE NEEDED: _____

PERSON ISSUING THIS REQUEST: Julie Gonzalez

PURCHASE ORDER: ☒ x

VOUCHER: _____

VISA: _____

APPROVED BY: 

DATE APPROVED: 9-12-14

SPECIAL INSTRUCTIONS: _____

QUANTITY	UNIT	ITEM NUMBER AND DETAIL DESCRIPTION		UNIT PRICE	TOTAL PRICE
1	Lot	BLANKET PURCHASE ORDER FOR SCALE MAINTENANCE		16,000.00	16,000.00
		AT PERDIDO LANDFILL AND PALAFOX TRANSFER STATION			
		FOR THE PERIOD 10/1/14 - 9/30/15			
		NOTE: The County shall be charged at preferred status with the			
		lowest prices usually extended to most favored customers.			
		Vendor shall reference this PO on all invoices. Copy of the			
		Work Order and Calibration results to be included w/invoice.			
Cost Center	Obj Code	Cost Center Name	Object Code Name		
230307	54601	SW Transfer Station	Repairs & Maintenance	8,000.00	
230314	54601	Solid Waste Operations	Repairs & Maintenance	8,000.00	
				TOTAL	\$ 16,000.00



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8611

County Administrator's Report 9. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: Purchase of One Crawler-Tractor (Dozer) for the Road Division, VE14-15.026

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Crawler Tractor (Dozer) for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to utilize the National Intergovernmental Purchasing Alliance #120377 and award a Purchase Order to Thompson Tractor Company, in the amount of \$88,677 for one 2015 Caterpillar D3K2 Track Type Crawler Tractor (Dozer) for the Road Division, according to the specifications of VE 14-15.026.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

BACKGROUND:

This Crawler-Tractor (Dozer), upon purchase, will replace a like model in the current fleet, asset number 42811. The current unit will be auctioned as surplus. This new unit will facilitate the continuation of the Road Division's Holding Pond and Drainage programs. A quote was obtained from Thompson Tractor Company for the purchase based on the specifications of VE14-15.026. The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning June14, 2015. No other responsive quotes were received.

BUDGETARY IMPACT:

Funds are available in Fund 175 Transportation Trust Fund, Cost Center 210405, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy this purchase was advertised on the County's website for 30 days. There were no responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order upon approval.

Attachments

VE 14-15.026

Thompson Tractor Quote



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2015 - or current mfg. year

Model: Crawler Tractor (Dozer) Low Ground Pressure, Open Cab ROPS, 75-85 HP Net Engine Power, Tier 4 Final Emissions Compliant

Color: Manufacturer's equipment yellow

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120 days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 88,677

VE14-15.026 Road Department Equipment Purchase #2 – One (1) Crawler Tractor

Specifications:

Crawler Tractor (dozer) Low Ground Pressure, Open Cab ROPS, 75-85 HP Net Engine Power, Tier 4 Final Emissions Compliant

POWERTRAIN

- Engine Configuration Inline 4, 4-Stroke-Cycle Diesel
- Minimum Power 75 net HP
- Rated Speed 2200 rpm
- Displacement Minimum 4 L (269 in³)
- Aspiration Turbocharged Aftercooled
- Combustion System Direct Injection Direct Injection
- Lube System (refill) 11 L (11.6 qt)
- Aftercooler, Air-to-Air (ATAAC)
- Aluminum bar plate cooling system (radiator, power train)
- Air cleaner with pre-cleaner, automatic dust ejection and under-hood intake
- Dual path, closed-loop hydrostatic transmission
- Electric fuel priming pump
- Fuel/water separator
- Traction control

HYDRAULICS

- Hydraulics, 3 valve
- Load sensing hydraulics
- Single lever, three function control
- Hydraulic pump and oil
- Stable blade control

ELECTRICAL

- Alternator, 12 volt, 120 Amp, heavy duty
- Alarm, backup
- Batteries, two, heavy duty, maintenance free, 750 CCA
- Diagnostic connector

- Horn, electric
- Lights, halogen, 2 front and 2 rear
- Starter, electric, 12 volt

OPERATOR STATION

- ROPS/FOPS canopy
- Seat, air suspension, vinyl
- Seatbelt, retractable 76 mm (3 in)
- Foot pads, dash
- Electronic Monitoring System with: • Gauges for engine coolant temperature, hydraulic oil temperature and fuel level • Travel speed limiter, electronic • Engine RPM and gear display • Hour meter, electric • Engine air cleaner service indicator, electronic • Water-in-fuel indicator, electronic
- Throttle switch, rotary
- Eco mode
- Controls, seat mounted, fore/aft adjustment
- Armrests, adjustable
- Mirror, rearview, inside
- Single pedal combining deceleration and braking functions
- Independent forward/reverse speed settings
- Power port, 12 volt
- Coat hook
- Storage compartment
- Cup holder
-

UNDERCARRIAGE

- Sealed and lubricated track system
- 6 roller track frame
- Track rollers, lifetime lubricated
- Shoe Width 25"
- Carrier rollers
- Track adjusters, hydraulic
- Guards, front/rear guiding
- Master link

OTHER EQUIPMENT

- C-Frame, Variable Pitch Power Angle Tilt Blade, hydraulic cylinders and lines
- Blade LGP 124" W x 33" H
- Lockable engine enclosures
- Front pull device
- Rigid drawbar
- Ecology drains (engine, power train and implement oil and engine coolant)

- Scheduled oil sampling ports
- Vandalism protection
- Heavy duty crankcase guard

(engine, power train implement oil)

FLUIDS

- Extended life coolant, -37° C (-35° F)
- Diesel Exhaust Fluid (DEF) Tank 4.9 gal
- Fuel Tank 51.5 gal
- Lube System (refill) 11 L

Posting Date	Monday, June 15, 2015
Due Date for Offers	Tuesday, July 14, 2015
Depart. Contact	Wes Moreno Director Road Department
Fleet Maint.	Terry Gray, Fleet Maintenance

VE14-15.026 Road Department Equipment Purchase - #2 – CRAWLER TRACTOR

Offers for the sale of equipment meeting the specifications for VE14-15.026 Road Department Equipment Purchase #2 as listed will be accepted until 5:00 pm on Tuesday, July 14, 2015. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,

Matt Langley Bell, III Bldg.,

213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number **VE14-15.026 Road Department Equipment Purchase #2 and the name of the offerer.**

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



April 8, 2015

Escambia Fl County Road Dept.

Account # 2679000

Re-Caterpillar D3K2 LGP

Thompson Tractor Company is pleased to offer the following machine for your consideration.

One (1) New Caterpillar D3K2 LGP Track Type Tractor 2015 year model

397-4124 D3K2 LGP TRACTOR
399-9100 ENGINE, EPA 4F, EU IV, MLIT 5
397-4326 UNDERCARRIAGE, SALT
286-4309 TRACK, 25", MS, SALT, LGP
397-4187 HYDRAULICS, 3 VALVE, PUMP STD
394-1851 LIGHTS, 6
393-4240 SEAT, VINYL
397-4286 GRILL, RADIATOR, HD
397-4287 GUARD GP, REAR OMISSION
244-7433 DRAWBAR, STANDARD
397-4167 BLADE, D3K LGP

**City of Tucson / National IPA Contract #120377 Member
Discounts For Equipment Sales**

\$116,976 Total list price for Caterpillar specified items
\$ 29,244 25% List discount from NJPA or NIPA contract
\$ 87,732 sub

Non specified items

\$ 2,810 Allowable freight
\$ 1,830 5 year or 7500 hour power train warranty, first 12 months full machine

\$ 92,372 Selling price via national contract
\$- 3,695 Additional 4% of transaction loyal customer discount from Thompson Tractor
\$ 88,677 Transaction price



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8566

County Administrator's Report 9. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: Memorandum of Agreement with Humane Society of Pensacola, Florida, Inc.

From: Amy Lovoy, Interim Assistant County Administrator

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc., contributing from the County's current Fiscal Year 2014-2015, the sum of \$25,000, to the Humane Society to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic, as directed by the Board on June 2, 2015.

[Funding: Fund 001, General Fund, Cost Center 320504, Account 58201]

BACKGROUND:

At the May 14, 2015, at the Committee of the Whole Workshop, the Board was advised by Commissioner Barry that the Humane Society was awarded an impact grant for implementation of a low cost spay and neuter program and heard his request for Board support to approve the budgeted amount of \$25,000 for the program and authorize the County Attorney's Office to draft a Memorandum of Understanding with the Humane Society regarding the program.

On June 2, 2015, the Board voted to recommend Commissioner Barry's request and authorized the County Attorney's Office to draft the Memorandum of Agreement regarding a low cost spay and neuter program.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 320504, Account 58201.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved this Memorandum of Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

June 2 Board Action

MOA with Humane Society

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1. Continued...

C. Report of the May 14, 2015, C/W Workshop – Continued

ITEMS ADDED TO THE AGENDA - COMMISSIONER STEVEN L. BARRY

1. Low Cost Spay and Neuter Program

- A. Board Discussion – The C/W was advised by Commissioner Barry that the Humane Society was awarded an impact grant for implementation of a low cost spay and neuter program and heard his request for Board support to approve the budgeted amount of \$25,000 for the program and authorize the County Attorney's Office to draft a Memorandum of Understanding with the Humane Society regarding the program; and
- B. Board Direction – The C/W recommends that the Board authorize the County Attorney's Office to draft a Memorandum of Understanding with the Humane Society regarding a low cost spay and neuter program.

Recommended 5-0

AGENDA NUMBER – Continued

9. Adjourn

Chairman Barry declared the C/W Workshop adjourned at 12:56 p.m.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY
AND THE HUMANE SOCIETY OF PENSACOLA, FLORIDA, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____ 2015, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and The Humane Society of Pensacola, Florida, Inc., a non-profit corporation authorized to do business in the State of Florida with a Federal Employer Identification Number of 59-6002691, and administrative offices at 5 North Q Street, Pensacola, FL 32505 (hereinafter referred to as the "Humane Society" or "Recipient").

WITNESSETH:

WHEREAS, the Humane Society serves the citizens of Escambia County by improving the lives of companion animals in the community through advocacy, adoption, education, and sanctuary; and

WHEREAS, the organization is in the forefront of spay and neuter education and strives to make Escambia County a no-kill community where there is no need to euthanize healthy animals; and

WHEREAS, the Humane Society has expanded its operation to include the Barbara Grice Spay & Neuter Clinic providing affordable, accessible spay and neuter services; and

WHEREAS, in order to further its mission, the Humane Society has agreed to perform certain terms and conditions relating to the grant of County public monies to it as specified herein; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has agreed to contribute for the County's current Fiscal Year 2014/15 (October 1 through September 30) the sum of **\$25,000.00** to the Humane Society to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. In exchange for the faithful performance of the program described herein, the County agrees to contribute for the County's current Fiscal Year 2014/15 (October 1 through September 30) the sum of **\$25,000.00** to the Humane Society to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic. Following execution of the agreement, payment shall be provided to the Recipient in a single lump sum payment as provided in **Exhibit A** to this Agreement.

Section 3. The Recipient agrees as follows:

A) To accept the funds in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To perform successfully the program more particularly described in **Exhibit A** to this Agreement.

H) To provide a monthly report of program expenditures on or before the 10th day of each month to include the name and address of all program recipients, number and type of procedures performed, and an itemization of eligible expenditures.

Section 4. This Agreement shall be considered to have become effective on the date last executed by the parties hereto and will terminate on September 30, 2015, unless canceled sooner with or without cause by either party.

Section 5. The Recipient's approved budget, included in **Exhibit A**, and any changes to that budget that would affect the expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

Section 6. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's prior written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be granted in the sole discretion of the County.

Section 7. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2015, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

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

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

Deputy Clerk

(SEAL)

**THE HUMANE SOCIETY OF PENSACOLA,
FLORIDA, INC.**

By: _____
Sarah Humlie, Executive Director

Attest:

Secretary

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

EXHIBIT "A"

NAME OF ORGANIZATION:

The Humane Society of Pensacola, Inc.

APPROVED BUDGET

PROGRAMMATIC EXPENSES ASSOCIATED
WITH THE FUNCTIONS OF THE

SPAY/NEUTER PROGRAM..... \$ 25,000.00

Payment shall be issued to the Recipient in a single lump sum payment upon Recipient providing a fully completed W-9 form and a fully executed original Agreement to the Escambia County Office of Management and Budget (OMB). OMB will forward the appropriate documentation to the Clerk's Accounts Payable Department for final payment processing.

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

SPAY/NEUTER SERVICES

Program funds are to be used for qualified spay and neuter services meeting the following program requirements:

Requirements:

- Eligible participants must be a documented resident of Escambia County, Florida with an annual household income not exceed \$35,000.00.
- Funds shall be limited to spay/neuter procedures and may not be used for vaccines or other services.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8442

County Administrator's Report 9. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: PD14-15.066 Main Library Café-Coffee Shop PD 14-15.066

From: Claudia Simmons, Division Manager

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Main Library Cafe-Coffee Shop - Claudia Simmons, Manager, Office of Purchasing

That the Board award Contract PD 14-15.066, for the Main Library Cafe-Coffee Shop, to R. D. Ward Construction Company, Inc., in the base bid amount of \$51,500, including Add Alternate Number 1, for \$13,500, and Add Alternate Number 2, for \$5,500, for a total award of \$70,500.

[Funding: Fund 113, Library Fund, Cost Center 110504, Library Donations, Object Code 54601]

BACKGROUND:

This project is for the addition of a coffee shop inside of the existing Downtown Library at 239 North Spring Street in Pensacola, FL. The space was originally designed for a coffee shop but modifications are required in order to make the space usable.

Interior work includes demolition, millwork, utility infrastructures and architectural finishes, mechanical, plumbing and electrical systems. The work also includes limited site work and paver systems installation and an aluminum storefront entry.

The funds for this project were donated by the Friends of the Library. On March 19, 2015, the City and County signed an Interlocal Agreement allowing food and beverage concessions at this library.

The Invitation to Bid PD14-15.066 was advertised in the Pensacola News Journal on June 15, 2015. Seventeen firms were notified on June 15, 2015. Six bids were received on July 15, 2015. R.D. Ward Construction Company, Inc. is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 113, Library Fund, Cost Center 110504, Library Donations, Object Code 54601.

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 PD14-15.066 was advertised in the Pensacola News Journal on June 15, 2015. Seventeen firms were notified on June 15, 2015. Six bids were received on July 15, 2015. R.D. Ward Construction Company, Inc. 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: Main Library Café-Coffee Shop BID # PD 14-15.066									
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 07/15/2015 Bid Opening Location: Rm 11.407	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	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid	Add Alternate 1 (Site work & Pavers)	Add Alternate 2 (Aluminum Storefront Entry)	Total Base Bid and Alt 1 & 2
NAME OF BIDDER											
Dominguez Design-Build, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	\$68,800.00	\$12,800.00	\$5,800.00	\$87,400.00
Empire Builders Group, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	\$51,315.00	\$14,897.00	\$5,335.00	\$71,547.00
Gulf Coast Building Contractors, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	\$79,005.00	\$15,555.00	\$10,180.00	\$104,740.00
Hewes & Company, LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	\$50,900.00	\$15,700.00	\$5,900.00	\$72,500.00
Jack Moore & Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	\$72,000.00	\$22,000.00	\$8,000.00	\$102,000.00
R. D. Ward Construction Company, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	\$51,500.00	\$13,500.00	\$5,500.00	\$70,500.00
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator				DATE: 07/15/2015						
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate				DATE: 07/15/2015						
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate				DATE: 07/15/2015						

CAR
DATE 08/6/2015

BOCC
DATE 08/06/2015

The Purchasing Manager/Designee recommends to the BCC: To award a contract to R. D. Ward Construction Company, Inc. for the base bid of \$51,500 plus alternate 1 (\$13,500) and alternate 2 (\$5,500) for a total amount of \$70,500.

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:

JFP
JFP/abh



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8299

County Administrator's Report 9. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: PD 14-15.053 Debris Hauling Services

From: Claudia Simmons, Division Manager

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Debris Hauling Services - Claudia Simmons, Manager, Office of Purchasing

That the Board award the Contract for PD 14-15.053, Debris Hauling Services, and approve the Form Agreement for Debris Hauling Services with the following firms, for a term of 36 months for disaster debris collection and hauling services to be available in the event of a declared disaster in Escambia County:

- A. Ashbritt, Inc.;
- B. DRC Emergency Services;
- C. J.B. Coxwell Contracting;
- D. Panhandle Grading & Paving, Inc.;
- E. Phillips and Jordan, Inc.;
- F. Roads, Inc., of NWF;
- G. Tag Grinding Services, Inc.; and
- H. TFR Enterprises, Inc.

[Funding source initially is Fund 112, Disaster Recovery Fund, pending Federal assistance and reimbursement]

BACKGROUND:

The disaster debris collection multiple award contract package is forwarded for approval as part of the County's Disaster Debris Management Plan. These contracts are for use on major storm events using local and regional contractors. This package has pre-qualified both primary and subcontract vendors allowing county, state, and federal government officials to efficiently negotiate with debris haulers upon event declaration. These contracts will not be used for smaller events such as the heavy rain events experienced earlier this spring. Purchasing uses other existing multi-award contracts with local vendors for all applicable storm related projects

The Request for Proposal for Debris Hauling Services PD14-15.053 was advertised in the Pensacola News Journal on April 27, 2015. Sixteen firms were notified on April 27, 2015. Proposals were received from eight firms. All proposals were reviewed and recommended for inclusion in the multiple award contract by the Proposal Review Committee. The award of this contract does not indicate that a Purchase Order will be issued at this time.

BUDGETARY IMPACT:

Funding source initially is Fund 112 pending Federal assistance and reimbursement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

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 Request for Proposal for Debris Hauling Services PD14-15.053 was advertised in the Pensacola News Journal on April 27, 2015. Sixteen firms were notified on April 27, 2015. Proposals were received from eight firms. All proposals were reviewed and recommended for inclusion in the multiple award contract by the Proposal Review Committee. The award of this contract does not indicate that a Purchase Order will be issued at this time.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract.

Attachments

Agreement AshBritt

Agreement DRC

Agreement J.B. Coxwell

Agreement Panhandle Grading & Paving

Agreement Phillips and Jordan

Agreement Roads, Inc.

Agreement Tag Grinding

Agreement TFR

FORM AGREEMENT FOR DEBRIS HAULING SERVICES (PD 14-15.053)

This Agreement is made this ____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and AshBritt, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 65-0364711, and whose principal address is 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441.

WITNESSETH:

WHEREAS, on April 27, 2015, the County issued a Request for Proposals (PD 14-15.053) seeking contractors to provide disaster recovery and debris removal management services; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals (the "Proposal"); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 9. The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Debris Hauling Services, Specification No. P.D. 14-15.053, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's cost proposal, attached hereto as **Exhibit B**.

5. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. 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.

6. Task Orders. The County shall issue written task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those services ordered pursuant to a task order may be compensated.

7. Contract Time and Extensions

Contractor shall diligently pursue the completion of the work. 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.

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 time for performance; 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.

8. Time for Performance 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 each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

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 completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved debris management or final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages

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 complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation,

and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination of Agreement.

a) Termination by Contractor. If work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the work should be stopped for a period of sixty (60) days by the Contractor, for the County's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice to County, request payment for all work executed through the date of termination.

b) Termination by County for Cause.

If the Contractor fails to perform any obligations under this Agreement, the County may, after seven (7) days written notice during which period the Contractor fails to commence correction of such obligation, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Contractor's right to proceed under the Agreement and make good such deficiencies. Payments to Contractor shall be reduced by the cost to the County of making good such deficiencies.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance of the payment, 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 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.

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.

c) Termination by County for Convenience and Right of Suspension.

County shall have the right to terminate this Agreement without cause upon seven (7) days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld 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.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) days prior written notice of such suspension. If all or any portion of the work is 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 Agreement. In no event shall the Contractor be entitled to any additional compensation or damages.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

a) 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.

b) Contractor agrees 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.

c) 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 32591-1591. 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.

d) 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.

e) 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.

f) 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 herein, 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 32591-1591. 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.

g) All liability policies shall be underwritten on an "occurrence" basis, unless otherwise approved in writing by the County Department 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."

h) 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.

i) 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.

12. Performance and Payment Bonds.

a) Contractor shall provide Performance and Payment Bonds 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 this Agreement, 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.

13. Compliance with Laws. 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: the

Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable. In addition, Contractor shall comply with the following provisions, as applicable:

- a) Compliance with the Contract Work and Hours Safety Standards Act (44 CFR §13.36(i)(6))-
 - (1) No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.
 - (3) The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
 - (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in this section.

b) Notice of FEMA Reporting Requirements and Regulations (44 CFR §13.36(i)(7))-

(1) The state or county may use Public Assistance grant funding by FEMA to pay, in whole or in part, for costs incurred under this Agreement. As a condition of Public Assistance funding, FEMA requires various financial and performance reporting.

- a. It is important that the contractor is aware of these reporting requirements, as the state or county may require the contractor to provide certain information in order to satisfy these reporting requirements.
- b. Failure of the state or county to satisfy FEMA reporting requirements is a material breach of the FEMA-State Agreement and could result in loss of federal financial assistance awarded to fund this Agreement.

(2) The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 CFR §13.40
- b. 44 CFR §13.41
- c. 44 CFR §13.50(b)
- d. 44 CFR §206.204(f)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f. FEMA-State Agreement

(3) The state or county is required to submit to the following financial reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) The state or county is required to submit to the following performance reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(c) Access to Records (44 CFR §13.36(i)(10))-

- (1) The contractor agrees to provide the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives access to any records or documents of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- (d) Retention of Records (44 CFR §13.36 (i)(11))-
The contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case contractor agrees to maintain same until the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.
- (e) Compliance with the Clean Air Act and Clean Water Act (44 CFR §13.36 (i)(12))-
- (1) Clean Air Act-
 - a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended 42 USC § 7401, et seq.
 - b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.
 - (2) Federal Water Pollution Control Act-
 - a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 USC § 1251, et seq.
 - b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(f) Energy Conservation (44 CFR §13.36 (i)(13))- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(g) Suspension and Debarment-

(1) In the event this Agreement is a "covered transaction" as defined in 2 CFR pt. 180 and pt. 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935).

(2) If applicable, the contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contract Documents Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan
2. FEMA Field Manual: Public Assistance Grantee and Subgrantee Procurement Requirements (44 CFR PT. 13 and 2 CFR PT. 215), December 2014
3. FEMA 321 Public Assistance Policy Digest, January 2008
4. FEMA 322 Public Assistance Guide, June 2007
5. FEMA 323 Applicant Handbook, March 2010
6. FEMA 325 Debris Management Guide, July 2007
7. FEMA 327 Public Assistance Debris Monitoring Guide, October 2010
8. FEMA 329 Debris Estimating Field Guide, September 2010
9. Disaster Assistance Policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps, August 2009

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

16. 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>.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Permits, Licenses and Taxes. All permits and licenses necessary for the performance 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 performance of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof.

19. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Ash Britt, Inc.
Attention: Randall Perkins
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

21. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

23. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

24. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

25. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of this page intentionally blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:

ATTEST:

By: _____
President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 7/21/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
DEBRIS HAULER
SPECIFICATION PD 14-15.053

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.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE AND INCLUDED WITH THE (1) ONE ORIGINAL AND (5) FIVE CD COPIES TO BE PROVIDED)
- SCHEDULE 1 HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE
- SCHEDULE 2 – UNIT RATE PRICE SCHEDULE
- ALL PROPOSAL REQUIREMENTS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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?

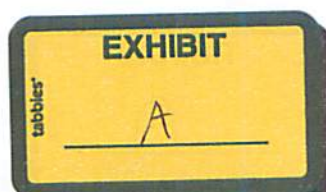
THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- 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



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

DEBRIS HAULER

SPECIFICATION NUMBER PD 14-15.053

Proposals Will Be Received Until: 3:00 p.m., CDT, Wednesday, May 27, 2015

**A Pre-Proposal will be held on Thursday, May 14, 2015 at 10:00 a.m., CDT at the Office of Purchasing,
Conference Room 11.407
All Proposers are encouraged to attend.**

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

**Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

**Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

**Technical Assistance:
Jim Howes
Recycling Operations Manager
Solid Waste
13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2144
Fax: (850) 937-2752
Email: jehowes@co.escambia.fl.us**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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.

**DEBRIS HAULER
PD 14-15.053**

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SOLICITATION, OFFER AND AWARD FORM**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., CPPO, CPPB

PROPOSALS

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR**DEBRIS HAULER****SOLICITATION NUMBER: PD 14-15.053****SOLICITATION**

MAILING DATE: Monday, April 27, 2015

PRE-PROPOSAL: Thursday, May 14, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All Proposers are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, May 27, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)**Failure to execute this form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

REASON FOR NO OFFER: _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

• SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print)

Name of Offeror _____

By _____

Signature of Person Authorized to Sign

Date _____

ATTEST: _____

Corporate Secretary

Date _____

[CORPORATE SEAL]

ATTEST: _____

Witness

Date _____

ATTEST: _____

Witness

Date _____

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____

County Administrator

Date _____

WITNESS _____

Date _____

WITNESS _____

Date _____

Awarded Date _____

Effective Date _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

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

Technical questions regarding this Request for Proposal shall be directed to Jim Howes, Solid Waste Manager, Telephone (850) 937-2144, Fax (850) 937-2152 and Procurement questions should be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4805, Email: joe_pillitary@co.escambia.fl.us no later than 5pm, CDT, on Thursday, May 21, 2015.

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.....April 27, 2015
- B. Receipt of proposalsMay 27, 2015 at 3:00p.m., CDT, Office of Purchasing Conference Room 11.407
- C. Pre-Proposal Meeting.....May 14, 2015 at 10:00a.m, CDT, Office of Purchasing Conference Room, 11.407
- D. First Committee Meeting.....June 2, 2015 at 10:00 a.m. CDT, Office of Purchasing Conference Room 11.407

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original on paper and five (5) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. ***Abandoned Vehicles*** – *Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.*
2. ***Abandoned Vessels*** – *Registered vessels including boats and personal water craft that have been displaced by a disaster event.*
3. ***Authorized Representative*** – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. ***CFR*** – Code of Federal Regulations
5. ***Construction and Demolition Debris*** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.
 Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
6. ***Contract*** – shall mean RFP.
7. ***County*** – Escambia County, Florida
8. ***County Debris Manager*** – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
9. ***County Designated Final Disposal Site*** – Final disposal sites or end users as designated and approved in writing by the County.
10. ***Demobilization*** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
11. ***Disaster Specific Guidance*** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a

number and is generally referred to, along with their numerical identification.

12. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.
13. **DMS** – Temporary debris management site
14. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.
15. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
16. **EPA** – United States Environmental Protection Agency
17. **E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).
18. **FDH** – Florida Department of Health
19. **FDOT** – Florida Department of Transportation
20. **FEMA** – Federal Emergency Management Agency
21. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
22. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
23. **Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

24. *Hazardous Tree* – A tree is considered hazardous when the tree’s present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

25. *Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

26. *Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *OSHA* – Occupational Safety and Health Administration

28. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

29. *RCRA* - Resource Conservation and Recovery Act

30. *ROE* – Right-of-entry

31. *ROW* – Right-of-way

32. **RFP** – Request for proposal
33. **RRC** – Rapid Response Crew
34. **State**- State of Florida.
35. **TSDf** – Hazardous Waste Treatment, Storage and Disposal Facility.
36. **Temporary Debris Management Site** – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
37. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
38. **Vegetative Debris** – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
39. **White Goods** – As outlined in FEMA Publication 325, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

PART 3 **PROPOSAL REQUIREMENTS**

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

- A. ***Letter of Transmittal:*** This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.
- D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.
- G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business.
- H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

1. ***Acknowledgment of Addenda:*** Include a signed and dated copy of last addendum issued by the County, if any.
- J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the RFP documents.
- K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.
- L. ***Alternative Disposal Sites:*** The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.
- M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2010 – 2015). Please provide Contractor's explanation for the termination or dismissal.
- N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.
2. ***Project Understanding and Technical Approach:*** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
 - A. Loading, hauling, and reduction of debris
 - B. Ability to manage activation of multiple contracts
 - C. Methods for mobilization/demobilization
 - D. Documenting and resolving damages
 - E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
 - Project manager – must have five (5) years experience
 - Operations manager – must have three (3) years of experience

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.
5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.
9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these RFP documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 **CRITERIA FOR SELECTION**
Criteria for Selection

1. Experience assisting municipalities with debris hauling and processing as a primary contractor for the last seven years. Did one of the events involve the removal and processing of at least 1,000,000 CY of debris?

2. Previous experience operating Debris Management Sites (DMS). The Contractor should be familiar with all current federal and state requirements for operating a DMS in compliance with environmental regulations as well as remaining eligible for Public Assistance reimbursement.

3. History operating with an Automated Debris Management System (ADMS). It is the goal of local, state, and federal agencies to have hauling and processing data in a digital format.

4. Previous history of litigation and/or license sanctions.

5. Are there existing contracts with other municipalities in Florida, Alabama and Mississippi?

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

PART 5 SCOPE OF SERVICES

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency

roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
- j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP Under the Supplement Provisions, Debris Site Tower Specifications.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

10. Removal of Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
 1. The limb is two (2) inches or greater in diameter when measured at the break.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
 1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and

conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

12. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

13. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

16. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide

County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

17. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

18. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

19. Disposal of Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

- b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

20. Disposal of Construction and Demolition Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. Cradle to Grave – ROW Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

25. Cradle to Grave – ROW C&D Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited

to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate

- b. that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- c. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
- e. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- f. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- g. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- h. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- a. The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.
- b. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage

the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.
- b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of
- c. dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration

of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

- d. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons

and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a

new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for remeasurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
- c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
 - The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

- d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
- d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
- e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.
- j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.
- k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
- m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2	ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	3,864,000		
	15 - 29.99 miles	1,644,960		
	30 - 44.99 miles	5,520		
	45 miles or greater	5,520		
3	ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	1,242,000		
	30 - 59.99 miles	118,680		
	60 - 89.99 miles	13,800		
	90 - 119.99 miles	1,380		
	120 - 149.99 miles	1,380		
	150 - 179.99 miles	1,380		
	180 miles or greater	1,380		
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		

	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		
	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000		
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000		

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000		
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384		
	15 - 29.99 miles	46,920		
	30 - 44.99 miles	65,688		
	45 - 59.99 miles	112,608		
	60 - 99.99 miles	140,760		
	100 - 199.99 miles	187,680		
	200 miles or greater	375,360		
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300		
	13 inch to 24.99 inch diameter	200		
	25 inch to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	100		
	49 inch and larger diameter	50		
	Hanger Removal (per Tree)	12,000		

11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
Greater than 24 inches to 36.99 inch diameter	100		
37 inch to 48.99 inch diameter	50		
49 inch and larger diameter	25		
12 Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
	5,000		
13 Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	250		
14 Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
Vessels less than 22 linear feet	250		
Vessels 22 linear feet and greater	100		
15 Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
	120		

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300		
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250		
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500		
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000		
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400		
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000		

21	Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	140,000		
	15 - 29.99 miles	20,000		
	30 - 59.99 miles	5,000		
22	Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	50,000		
	15 - 29.99 miles	5,000		
	30 - 59.99 miles	2,000		
23	Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
		390,000		
24	Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
		5,520,000		

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000		
	Total:		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	\$52.00
Bobcat Loader	\$107.00
50' Bucket Truck	\$165.00
Crash Truck w/Impact Attenuator	\$141.00
Dozer, Tracked, D4 or Equivalent	\$86.00
Dozer, Tracked, D6 or Equivalent	\$132.00
Dozer, Tracked, D7 or Equivalent	\$183.00
Dozer, Tracked, D8 or Equivalent	\$223.00
Dump Truck, 10 CY-17 CY	\$75.00
Dump Truck, 18 CY-20 CY	\$95.00
Dump Truck, 21 CY-30 CY	\$105.00
Generator, 16 to 100 kW, List kW Capacity	See List Below
Generator, 210 to 350 kW, List kW Capacity	See List Below
Generator, 1,100 to 2,500 kW, List kW Capacity	See List Below
Light Plant with Fuel and Support	\$18.00
Grader w/12' Blade	\$130.00
Hydraulic Excavator, 1.5 CY	\$141.00
Hydraulic Excavator, 2.5 CY	\$170.00
Knuckleboom Loader	\$135.00
Lowboy Trailer w/Tractor	\$110.00
Mobile Crane up to 15 Ton	\$245.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$28.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$40.00

EXHIBIT

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Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$60.00
Vac Truck (Mist Capacity), List Capacity	\$275.00 (3,500 gallons)
Pickup Truck, .5 Ton	\$125.00
Skid-Steer Loader, 1,000 LB Capacity	\$95.00
Skid-Steer Loader, 2,000 LB Capacity	\$122.00
Tub Grinder, 800 to 1,000 HP	\$490.00
Track Hoe – John Deere 690 or Equivalent	\$145.00
Truck, Flatbed	\$105.00
4 Wheel Drive Lift for Tower	\$20.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	\$127.00
Wheel Loader, 2.5 CY, 950 or Similar	\$138.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	\$158.00
Wheel Loader, 4.5 CY, 980 or Similar	\$225.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$108.00
Other – Please List	N/A

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	\$105.00
Crew Foreman w/Cell Phone and Pickup	\$95.00
Tree Climber/Chainsaw and Gear	\$110.00
Laborer w/Chain Saw	\$55.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000	\$6.60	\$25,502,400
15 - 29.99 miles	1,644,960	\$7.50	\$12,337,200
30 - 44.99 miles	5,520	\$9.25	\$51,060
45 miles or greater	5,520	\$15.00	\$82,800
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000	\$7.75	\$9,625,500
30 - 59.99 miles	118,680	\$9.50	\$1,127,460
60 - 89.99 miles	13,800	\$15.00	\$207,000
90 - 119.99 miles	1,380	\$20.00	\$27,600
120 - 149.99 miles	1,380	\$30.00	\$41,400
150 - 179.99 miles	1,380	\$35.00	\$48,300
180 miles or greater	1,380	\$50.00	\$69,000
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000	\$9.00	\$45,000
30 - 59.99 miles	20,000	\$9.50	\$190,000

	60 - 89.99 miles	20,000	\$15.00	\$300,000
	90 - 119.99 miles	10,000	\$20.00	\$200,000
	120 - 149.99 miles	10,000	\$30.00	\$300,000
	150 - 179.99 miles	5,000	\$35.00	\$175,000
	180 miles or greater	5,000	\$50.00	\$250,000
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$12.50	\$62,500
	30 - 59.99 miles	20,000	\$14.75	\$295,000
	60 - 89.99 miles	20,000	\$15.00	\$300,000
	90 - 119.99 miles	10,000	\$20.00	\$200,000
	120 - 149.99 miles	10,000	\$30.00	\$300,000
	150 - 179.99 miles	5,000	\$35.00	\$175,000
	180 miles or greater	5,000	\$50.00	\$250,000.
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	\$3.50	\$11,592,000
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$3.25	\$3,588,000

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$2.50	\$2,760,000
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384	\$3.75	\$35,190
	15 - 29.99 miles	46,920	\$5.00	\$234,600
	30 - 44.99 miles	65,688	\$6.00	\$394,128
	45 - 59.99 miles	112,608	\$7.00	\$788,256
	60 - 99.99 miles	140,760	\$8.00	\$1,126,080
	100 - 199.99 miles	187,680	\$9.50	\$1,782,960
	200 miles or greater	375,360	\$10.75	\$4,035,120
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	\$45.00	\$13,500
	13 inch to 24.99 inch diameter	200	\$125.00	\$25,000
	25 inch to 36.99 inch diameter	100	\$175.00	\$17,500
	37 inch to 48.99 inch diameter	100	\$225.00	\$22,500
	49 inch and larger diameter	50	\$325.00	\$16,250
	Hanger Removal (per Tree)	12,000	\$95.00	\$1,140,000

11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
Greater than 24 inches to 36.99 inch diameter	100	\$135.00	\$13,500
37 inch to 48.99 inch diameter	50	\$175.00	\$8,750
49 inch and larger diameter	25	\$250.00	\$6,250
12 Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
	5,000	\$20.00	\$100,000
13 Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	250	\$225.00	\$56,250
14 Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
Vessels less than 22 linear feet	250	\$225.00	\$56,250
Vessels 22 linear feet and greater	100	\$385.00	\$38,500
15 Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
	120	\$700.00	\$84,000

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300	\$75.00	\$22,5000
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	\$50.00	\$12,500
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500	\$85.00	\$42,500
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000	\$1.00	\$5,000
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400	N/A Per Addendum #1	
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000	N/A Per Addendum #1	

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000	\$10.86	\$1,520,400
15 - 29.99 miles	20,000	\$13.75	\$275,000
30 - 59.99 miles	5,000	\$17.75	\$88,750
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000	\$13.31	\$665,500
15 - 29.99 miles	5,000	\$15.72	\$78,600
30 - 59.99 miles	2,000	\$20.00	\$40,000
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000	\$7.50	\$2,925,000
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000	\$15.00	\$82,800,000

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000	\$17.00	\$23,460,000
	Total: \$192,032,554.00		

Generator, 16 to 100 kW, List kW Capacity

Description	Weekly Rental Rate
25 kw Generator	\$936.00
35 kw Generator	\$1,239.00
45 kw Generator	\$1,239.00
60 kw Generator	\$1,446.00
70 kw Generator, 277/480V, 1 phase	\$1,790.00
75 kw Generator, 2 120/240V, 5 phase	\$1,790.00
100 kw Generator	\$2,135.00

Generator, 210 to 350 kW, List kW Capacity

Description	Daily Rental Rate	Weekly Rental Rate
200 kw Generator	\$ 4,151.25	\$ 12,453.75
250 kw Generator	\$ 4,563.30	\$ 13,689.90
300 kw Generator	\$ 4,563.30	\$ 13,689.90
350 kw Generator	\$ 4,686.30	\$ 14,058.90

Generator, 1,100 to 2,500 kW, List kW Capacity

Description	Daily Rental Rate	Weekly Rental Rate
1000 kw Generator	\$ 9,020.00	\$ 27,060.00
1250 kw Generator	\$ 10,440.65	\$ 31,321.95
1400 kw Generator	\$ 11,783.40	\$ 35,350.20
1500 kw Generator	\$ 11,783.40	\$ 35,350.20
1750 kw Generator	\$ 13,126.15	\$ 39,378.45
2500 kw Generator	\$ 18,178.05	\$ 54,534.15

Generator Load Cabling

Description	Daily Rental Rate	Weekly Rental Rate
4/0 Cam lock 50 ft.	\$20.50	\$61.50
2/5 Cam lock 50 ft.	\$20.50	\$50.00
10/5 QBS Strings 50 ft.	\$30.75	\$75.00
10/5 Extensions 50 ft.	\$45.83	\$35.00
10/5 Extensions 100 ft.	\$23.33	\$70.00

Insurance Requirements

County Insurance Required

The contractor shall procure and maintain the following described insurance. 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, 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

\$1,000,000.00 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 General Liability policy shall be endorsed to include Escambia County is an additional insured and provide for 30 day notification of cancellation.

Business Auto Liability Coverage

\$1,000,000.00 required.

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

\$4,000,000.00 excess liability required.

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Federal Contract Compliance Forms and Certifications

To be completed as applicable



FORM AGREEMENT FOR DEBRIS HAULING SERVICES (PD 14-15.053)

This Agreement is made this ____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and DRC Emergency Services, LLC a for-profit limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 63-1283729, and whose principal address is 740 Museum Drive, Mobile, AL 36608.

WITNESSETH:

WHEREAS, on April 27, 2015, the County issued a Request for Proposals (PD 14-15.053) seeking contractors to provide disaster recovery and debris removal management services; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals (the "Proposal"); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 9. The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Debris Hauling Services, Specification No. P.D. 14-15.053, attached hereto as Exhibit A. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's cost proposal, attached hereto as **Exhibit B**.

5. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. 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.

6. Task Orders. The County shall issue written task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those services ordered pursuant to a task order may be compensated.

7. Contract Time and Extensions

Contractor shall diligently pursue the completion of the work. 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.

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 time for performance; 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.

8. Time for Performance 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 each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

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 completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved debris management or final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages

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 complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation,

and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination of Agreement.

a) Termination by Contractor. If work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the work should be stopped for a period of sixty (60) days by the Contractor, for the County's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice to County, request payment for all work executed through the date of termination.

b) Termination by County for Cause.

If the Contractor fails to perform any obligations under this Agreement, the County may, after seven (7) days written notice during which period the Contractor fails to commence correction of such obligation, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Contractor's right to proceed under the Agreement and make good such deficiencies. Payments to Contractor shall be reduced by the cost to the County of making good such deficiencies.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance of the payment, 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 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.

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.

c) Termination by County for Convenience and Right of Suspension.

County shall have the right to terminate this Agreement without cause upon seven (7) days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld 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.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) days prior written notice of such suspension. If all or any portion of the work is 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 Agreement. In no event shall the Contractor be entitled to any additional compensation or damages.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

a) 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.

b) Contractor agrees 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.

c) 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 32591-1591. 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.

d) 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.

e) 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.

f) 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 herein, 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 32591-1591. 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.

g) All liability policies shall be underwritten on an "occurrence" basis, unless otherwise approved in writing by the County Department 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."

h) 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.

i) 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.

12. Performance and Payment Bonds.

a) Contractor shall provide Performance and Payment Bonds 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 this Agreement, 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.

13. Compliance with Laws. 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: the

Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable. In addition, Contractor shall comply with the following provisions, as applicable:

a) Compliance with the Contract Work and Hours Safety Standards Act (44 CFR §13.36(i)(6))-

- (1) No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.
- (3) The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in this section.

b) Notice of FEMA Reporting Requirements and Regulations (44 CFR §13.36(i)(7))-

(1) The state or county may use Public Assistance grant funding by FEMA to pay, in whole or in part, for costs incurred under this Agreement. As a condition of Public Assistance funding, FEMA requires various financial and performance reporting.

- a. It is important that the contractor is aware of these reporting requirements, as the state or county may require the contractor to provide certain information in order to satisfy these reporting requirements.
- b. Failure of the state or county to satisfy FEMA reporting requirements is a material breach of the FEMA-State Agreement and could result in loss of federal financial assistance awarded to fund this Agreement.

(2) The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 CFR §13.40
- b. 44 CFR §13.41
- c. 44 CFR §13.50(b)
- d. 44 CFR §206.204(f)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f. FEMA-State Agreement

(3) The state or county is required to submit to the following financial reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) The state or county is required to submit to the following performance reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(c) Access to Records (44 CFR §13.36(i)(10))-

(1) The contractor agrees to provide the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives access to any records or documents of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

(d) Retention of Records (44 CFR §13.36 (i)(11))-

The contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case contractor agrees to maintain same until the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(e) Compliance with the Clean Air Act and Clean Water Act (44 CFR §13.36 (i)(12))-

(1) Clean Air Act-

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended 42 USC § 7401, et seq.

b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act-

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 USC § 1251, et seq.

b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(f) Energy Conservation (44 CFR §13.36 (i)(13))- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(g) Suspension and Debarment-

(1) In the event this Agreement is a "covered transaction" as defined in 2 CFR pt. 180 and pt. 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935).

(2) If applicable, the contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contract Documents Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan
2. FEMA Field Manual: Public Assistance Grantee and Subgrantee Procurement Requirements (44 CFR PT. 13 and 2 CFR PT. 215), December 2014
3. FEMA 321 Public Assistance Policy Digest, January 2008
4. FEMA 322 Public Assistance Guide, June 2007
5. FEMA 323 Applicant Handbook, March 2010
6. FEMA 325 Debris Management Guide, July 2007
7. FEMA 327 Public Assistance Debris Monitoring Guide, October 2010
8. FEMA 329 Debris Estimating Field Guide, September 2010
9. Disaster Assistance Policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps, August 2009

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

16. 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>.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Permits, Licenses and Taxes. All permits and licenses necessary for the performance 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 performance of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof.

19. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: DRC Emergency Services, LLC
Attention: Mark Stafford
740 Museum Street
Mobile, AL 36689

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

21. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

23. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

24. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

25. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of this page intentionally blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

WITNESS:

CONTRACTOR:

By: President _____

Date: _____

Approved as to form and legal
sufficiency,

By/Title: _____

Date: _____

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
DEBRIS HAULER
SPECIFICATION PD 14-15.053

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.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE AND INCLUDED WITH THE (1) ONE ORIGINAL AND (5) FIVE CD COPIES TO BE PROVIDED)
- SCHEDULE 1 HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE
- SCHEDULE 2 – UNIT RATE PRICE SCHEDULE
- ALL PROPOSAL REQUIREMENTS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

DEBRIS HAULER

SPECIFICATION NUMBER PD 14-15.053

Proposals Will Be Received Until: 3:00 p.m., CDT, Wednesday, May 27, 2015

**A Pre-Proposal will be held on Thursday, May 14, 2015 at 10:00 a.m., CDT at the Office of Purchasing,
Conference Room 11.407
All Proposers are encouraged to attend.**

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

**Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

**Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

**Technical Assistance:
Jim Howes
Recycling Operations Manager
Solid Waste
13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2144
Fax: (850) 937-2752
Email: jehowes@co.escambia.fl.us**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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.

**DEBRIS HAULER
PD 14-15.053**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SOLICITATION, OFFER AND AWARD FORM**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., CPPO, CPPB

PROPOSALS

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR**DEBRIS HAULER****SOLICITATION NUMBER: PD 14-15.053****SOLICITATION**

MAILING DATE: Monday, April 27, 2015

PRE-PROPOSAL: Thursday, May 14, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 All Proposers are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, May 27, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:****TERMS OF PAYMENT:****VENDOR NAME:** _____**ADDRESS:** _____**CITY, ST. & ZIP:** _____**PHONE NO.:** (____) _____**TOLL FREE NO.:** (____) _____**FAX NO.:** (____) _____**REASON FOR NO OFFER:** _____

I certify that this offer is made without prior understanding, agreement or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all right title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**(TYPED OR PRINTED)****SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)****AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print)

Name of Offeror

By: _____

Signature of Person Authorized to Sign

Date

ATTEST: _____

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

ATTEST: _____

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By: _____

County Administrator

Date

WITNESS _____

Date

WITNESS _____

Date

Awarded Date _____

Effective Date _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

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

Technical questions regarding this Request for Proposal shall be directed to Jim Howes, Solid Waste Manager, Telephone (850) 937-2144, Fax (850) 937-2152 and Procurement questions should be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4805, Email: joe_pillitary@co.escambia.fl.us no later than 5pm, CDT, on Thursday, May 21, 2015.

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.....April 27, 2015
- B. Receipt of proposalsMay 27, 2015 at 3:00p.m., CDT, Office of Purchasing Conference Room 11.407
- C. Pre-Proposal Meeting.....May 14, 2015 at 10:00a.m, CDT, Office of Purchasing Conference Room, 11.407
- D. First Committee Meeting.....June 2, 2015 at 10:00 a.m. CDT, Office of Purchasing Conference Room 11.407

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original on paper and five (5) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *CFR* – Code of Federal Regulations
5. *Construction and Demolition Debris* – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.
 Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
6. *Contract* – shall mean RFP.
7. *County* – Escambia County, Florida
8. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
9. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.
10. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
11. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a

number and is generally referred to, along with their numerical identification.

12. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.
13. **DMS** – Temporary debris management site
14. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.
15. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
16. **EPA** – United States Environmental Protection Agency
17. **E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).
18. **FDH** – Florida Department of Health
19. **FDOT** – Florida Department of Transportation
20. **FEMA** – Federal Emergency Management Agency
21. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
22. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
23. **Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

24. *Hazardous Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

25. *Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

26. *Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *OSHA* – Occupational Safety and Health Administration

28. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

29. *RCRA* - Resource Conservation and Recovery Act

30. *ROE* – Right-of-entry

31. *ROW* – Right-of-way

32. *RFP* – Request for proposal
33. *RRC* – Rapid Response Crew
34. *State*- State of Florida.
35. *TSDf* – Hazardous Waste Treatment, Storage and Disposal Facility.
36. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
37. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
38. *Vegetative Debris* – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
39. *White Goods* – As outlined in FEMA Publication 325, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. Required Submittals:

- A. ***Letter of Transmittal:*** This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. ***FEIN:*** Provide the Federal Employer Identification Number of the Proposer.
- D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.
- G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business.
- H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

- I. **Acknowledgment of Addenda:** Include a signed and dated copy of last addendum issued by the County, if any.
 - J. **Conflict of Interest Statement:** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the RFP documents.
 - K. **Existing Contracts:** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.
 - L. **Alternative Disposal Sites:** The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.
 - M. **Past Performance:** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2010 – 2015). Please provide Contractor's explanation for the termination or dismissal.
 - N. **References** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.
2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
- A. Loading, hauling, and reduction of debris
 - B. Ability to manage activation of multiple contracts
 - C. Methods for mobilization/demobilization
 - D. Documenting and resolving damages
 - E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
 - Project manager – must have five (5) years experience
 - Operations manager – must have three (3) years of experience

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.
5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.
9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these RFP documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 CRITERIA FOR SELECTION

Criteria for Selection

<p>1. Experience assisting municipalities with debris hauling and processing as a primary contractor for the last seven years. Did one of the events involve the removal and processing of at least 1,000,000 CY of debris?</p>
<p>2. Previous experience operating Debris Management Sites (DMS). The Contractor should be familiar with all current federal and state requirements for operating a DMS in compliance with environmental regulations as well as remaining eligible for Public Assistance reimbursement.</p>
<p>3. History operating with an Automated Debris Management System (ADMS). It is the goal of local, state, and federal agencies to have hauling and processing data in a digital format.</p>
<p>4. Previous history of litigation and/or license sanctions.</p>
<p>5. Are there existing contracts with other municipalities in Florida, Alabama and Mississippi?</p>

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

PART 5 SCOPE OF SERVICES

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency

roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
 - g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
 - h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
 - i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
 - j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.
 - k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
 - l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
 - m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.
7. **DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP Under the Supplement Provisions, Debris Site Tower Specifications.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

10. Removal of Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
1. The limb is two (2) inches or greater in diameter when measured at the break.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and

conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

12. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

13. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

16. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide

County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

17. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

18. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

19. Disposal of Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

- b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

20. Disposal of Construction and Demolition Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. Cradle to Grave – ROW Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

25. Cradle to Grave – ROW C&D Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited

to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate

- b. that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- c. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
- e. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- f. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- g. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- h. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- a. The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.
- b. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.
- b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of
- c. dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration

of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

- d. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons

and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a

new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for remeasurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
- c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
 - The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight ticket numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
- d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
- e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.
- j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.
- k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
- m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000		
15 - 29.99 miles	1,644,960		
30 - 44.99 miles	5,520		
45 miles or greater	5,520		
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000		
30 - 59.99 miles	118,680		
60 - 89.99 miles	13,800		
90 - 119.99 miles	1,380		
120 - 149.99 miles	1,380		
150 - 179.99 miles	1,380		
180 miles or greater	1,380		
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000		
30 - 59.99 miles	20,000		

	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		
	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000		
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000		

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000		
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles		9,384		
15 - 29.99 miles		46,920		
30 - 44.99 miles		65,688		
45 - 59.99 miles		112,608		
60 - 99.99 miles		140,760		
100 - 199.99 miles		187,680		
200 miles or greater		375,360		
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter		300		
13 inch to 24.99 inch diameter		200		
25 inch to 36.99 inch diameter		100		
37 inch to 48.99 inch diameter		100		
49 inch and larger diameter		50		
Hanger Removal (per Tree)		12,000		

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	50		
	49 inch and larger diameter	25		
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000		
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250		
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250		
	Vessels 22 linear feet and greater	100		
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120		

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300		
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250		
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500		
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000		
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400		
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000		

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000		
15 - 29.99 miles	20,000		
30 - 59.99 miles	5,000		
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000		
15 - 29.99 miles	5,000		
30 - 59.99 miles	2,000		
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000		
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000		

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000		
	Total:		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	\$ 195.00
Bobcat Loader	\$ 85.00
50' Bucket Truck	\$ 250.00
Crash Truck w/Impact Attenuator	\$ 125.00
Dozer, Tracked, D4 or Equivalent	\$ 100.00
Dozer, Tracked, D6 or Equivalent	\$ 120.00
Dozer, Tracked, D7 or Equivalent	\$ 450.00
Dozer, Tracked, D8 or Equivalent	\$ 500.00
Dump Truck, 10 CY-17 CY	\$ 100.00
Dump Truck, 18 CY-20 CY	\$ 110.00
Dump Truck, 21 CY-30 CY	\$ 120.00
Generator, 16 to 100 kW, List kW Capacity	\$ 50.00
Generator, 210 to 350 kW, List kW Capacity	\$ 250.00
Generator, 1,100 to 2,500 kW, List kW Capacity	\$ 1,250.00
Light Plant with Fuel and Support	\$ 100.00
Grader w/12' Blade	\$ 200.00
Hydraulic Excavator, 1.5 CY	\$ 145.00
Hydraulic Excavator, 2.5 CY	\$ 155.00
Knuckleboom Loader	\$ 150.00
Lowboy Trailer w/Tractor	\$ 150.00
Mobile Crane up to 15 Ton	\$ 175.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 45.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 65.00



Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 85.00
Vac Truck (Mist Capacity), List Capacity	\$ 195.00
Pickup Truck, .5 Ton	\$ 20.00
Skid-Steer Loader, 1,000 LB Capacity	\$ 115.00
Skid-Steer Loader, 2,000 LB Capacity	\$ 125.00
Tub Grinder, 800 to 1,000 HP	\$ 350.00
Track Hoe – John Deere 690 or Equivalent	\$ 160.00
Truck, Flatbed	\$ 115.00
4 Wheel Drive Lift for Tower	\$ 85.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	\$ 85.00
Wheel Loader, 2.5 CY, 950 or Similar	\$ 165.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	\$ 185.00
Wheel Loader, 4.5 CY, 980 or Similar	\$ 195.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$ 155.00
Other – Please List	n/a

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	\$ 90.00
Crew Foreman w/Cell Phone and Pickup	\$ 70.00
Tree Climber/Chainsaw and Gear	\$ 90.00
Laborer w/Chain Saw	\$ 45.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2	ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	3,864,000	\$6.86	\$ 26,507,040.00
	15 - 29.99 miles	1,644,960	\$ 7.86	\$ 12,929,385.60
	30 - 44.99 miles	5,520	\$ 9.86	\$ 54,427.20
	45 miles or greater	5,520	\$ 11.86	\$ 65,467.20
3	ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	1,242,000	\$ 7.73	\$ 9,600,660.00
	30 - 59.99 miles	118,680	\$ 9.23	\$ 1,095,416.40
	60 - 89.99 miles	13,800	\$ 10.73	\$ 148,074.00
	90 - 119.99 miles	1,380	\$ 12.73	\$ 17,567.40
	120 - 149.99 miles	1,380	\$ 15.73	\$ 21,707.40
	150 - 179.99 miles	1,380	\$ 18.73	\$ 25,847.40
	180 miles or greater	1,380	\$ 21.73	\$ 29,987.40
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$ 22.62	\$ 113,100.00
	30 - 59.99 miles	20,000	\$ 24.12	\$ 482,400.00

	60 - 89.99 miles	20,000	\$25.62	\$ 512,400.00
	90 - 119.99 miles	10,000	\$ 27.62	\$ 276,200.00
	120 - 149.99 miles	10,000	\$ 29.62	\$ 296,200.00
	150 - 179.99 miles	5,000	\$ 31.62	\$ 158,100.00
	180 miles or greater	5,000	\$ 33.62	\$ 168,100.00
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$44.62	\$ 223,100.00
	30 - 59.99 miles	20,000	\$ 45.62	\$ 912,400.00
	60 - 89.99 miles	20,000	\$ 46.62	\$ 932,400.00
	90 - 119.99 miles	10,000	\$ 47.62	\$ 476,200.00
	120 - 149.99 miles	10,000	\$ 48.62	\$ 486,200.00
	150 - 179.99 miles	5,000	\$ 49.62	\$ 248,100.00
	180 miles or greater	5,000	\$ 50.62	\$ 253,100.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	\$3.12	\$10,333,440.00
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$2.97	\$ 3,278,880.00

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$1.97	\$ 2,174,880.00
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384	\$ 4.43	\$ 41,571.12
	15 - 29.99 miles	46,920	\$ 5.43	\$ 254,775.60
	30 - 44.99 miles	65,688	\$ 5.73	\$ 376,392.24
	45 - 59.99 miles	112,608	\$ 6.23	\$ 701,547.84
	60 - 99.99 miles	140,760	\$ 6.73	\$ 947,314.80
	100 - 199.99 miles	187,680	\$ 7.73	\$ 1,450,766.40
	200 miles or greater	375,360	\$ 8.73	\$ 3,276,892.80
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	\$35.00	\$10,500.00
	13 inch to 24.99 inch diameter	200	\$45.00	\$ 9,000.00
	25 inch to 36.99 inch diameter	100	\$175.00	\$ 17,500.00
	37 inch to 48.99 inch diameter	100	\$260.00	\$ 26,000.00
	49 inch and larger diameter	50	\$ 370.00	\$ 18,500.00
	Hanger Removal (per Tree)	12,000	\$ 70.00	\$ 840,000.00

11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
Greater than 24 inches to 36.99 inch diameter	100	\$200.00	\$20,000.00
37 inch to 48.99 inch diameter	50	\$400.00	\$20,000.00
49 inch and larger diameter	25	\$700.00	\$17,500.00
12 Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
	5,000	\$9.95	\$49,750.00
13 Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	250	\$295.00	\$73,750.00
14 Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
Vessels less than 22 linear feet	250	\$2,625.00	\$656,250.00
Vessels 22 linear feet and greater	100	\$4,950.00	\$495,000.00
15 Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
	120	\$1,800.00	\$216,000.00

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300	\$ 65.00	\$19,500.00
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	\$ 45.00	\$11,250.00
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500	\$ 35.00	\$17,500.00
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000	\$ 2.50	\$ 12,500.00
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400	\$ 3.43	\$ 378,672.00
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000	\$ 4.43	\$ 2,445,360.00

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000	\$15.86	\$ 2,220,400.00
15 - 29.99 miles	20,000	\$ 18.36	\$ 367,200.00
30 - 59.99 miles	5,000	\$ 20.86	\$ 104,300.00
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000	\$ 17.86	\$ 893,000.00
15 - 29.99 miles	5,000	\$ 20.36	\$ 101,800.00
30 - 59.99 miles	2,000	\$ 22.86	\$ 45,720.00
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000	\$ 12.86	\$5,015,400.00
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000	\$ 15.24	\$ 84,124,800.00

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000	\$ 16.76	\$ 23,128,800.00
	Total: S 200,225,992.80		

Insurance Requirements

County Insurance Required

The contractor shall procure and maintain the following described insurance. 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, 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

\$1,000,000.00 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 General Liability policy shall be endorsed to include Escambia County is an additional insured and provide for 30 day notification of cancellation.

Business Auto Liability Coverage

\$1,000,000.00 required.

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

\$4,000,000.00 excess liability required.

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County

Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator

Office of Purchasing, Room 11.101

P.O. Box 1591

Pensacola, FL 32591-1591

Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Federal Contract Compliance Forms and Certifications

To be completed as applicable



FORM AGREEMENT FOR DEBRIS HAULING SERVICES (PD 14-15.053)

This Agreement is made this ____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and J. B. Coxwell Contracting, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-3666875, and whose principal address is 6471 Lloyd Road West, Jacksonville, FL 32254.

WITNESSETH:

WHEREAS, on April 27, 2015, the County issued a Request for Proposals (PD 14-15.053) seeking contractors to provide disaster recovery and debris removal management services; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals (the "Proposal"); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 9. The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Debris Hauling Services, Specification No. P.D. 14-15.053, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's cost proposal, attached hereto as **Exhibit B**.

5. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. 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.

6. Task Orders. The County shall issue written task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those services ordered pursuant to a task order may be compensated.

7. Contract Time and Extensions

Contractor shall diligently pursue the completion of the work. 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.

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 time for performance; 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.

8. Time for Performance 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 each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

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 completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved debris management or final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages

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 complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation,

and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination of Agreement.

a) Termination by Contractor. If work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the work should be stopped for a period of sixty (60) days by the Contractor, for the County's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice to County, request payment for all work executed through the date of termination.

b) Termination by County for Cause.

If the Contractor fails to perform any obligations under this Agreement, the County may, after seven (7) days written notice during which period the Contractor fails to commence correction of such obligation, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Contractor's right to proceed under the Agreement and make good such deficiencies. Payments to Contractor shall be reduced by the cost to the County of making good such deficiencies.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance of the payment, 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 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.

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.

c) Termination by County for Convenience and Right of Suspension.

County shall have the right to terminate this Agreement without cause upon seven (7) days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld 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.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) days prior written notice of such suspension. If all or any portion of the work is 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 Agreement. In no event shall the Contractor be entitled to any additional compensation or damages.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

a) 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.

b) Contractor agrees 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.

c) 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.

d) 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.

e) 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.

f) 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 herein, 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.

g) All liability policies shall be underwritten on an "occurrence" basis, unless otherwise approved in writing by the County Department 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."

h) 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.

i) 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.

12. Performance and Payment Bonds.

a) Contractor shall provide Performance and Payment Bonds 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 this Agreement, 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.

13. Compliance with Laws. 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: the

Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable. In addition, Contractor shall comply with the following provisions, as applicable:

a) Compliance with the Contract Work and Hours Safety Standards Act (44 CFR §13.36(i)(6))-

- (1) No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.
- (3) The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in this section.

b) Notice of FEMA Reporting Requirements and Regulations (44 CFR §13.36(i)(7))-

(1) The state or county may use Public Assistance grant funding by FEMA to pay, in whole or in part, for costs incurred under this Agreement. As a condition of Public Assistance funding, FEMA requires various financial and performance reporting.

- a. It is important that the contractor is aware of these reporting requirements, as the state or county may require the contractor to provide certain information in order to satisfy these reporting requirements.
- b. Failure of the state or county to satisfy FEMA reporting requirements is a material breach of the FEMA-State Agreement and could result in loss of federal financial assistance awarded to fund this Agreement.

(2) The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 CFR §13.40
- b. 44 CFR §13.41
- c. 44 CFR §13.50(b)
- d. 44 CFR §206.204(f)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f. FEMA-State Agreement

(3) The state or county is required to submit to the following financial reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) The state or county is required to submit to the following performance reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(c) Access to Records (44 CFR §13.36(i)(10))-

- (1) The contractor agrees to provide the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives access to any records or documents of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- (d) Retention of Records (44 CFR §13.36 (i)(11))-
The contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case contractor agrees to maintain same until the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.
- (e) Compliance with the Clean Air Act and Clean Water Act (44 CFR §13.36 (i)(12))-
- (1) Clean Air Act-
 - a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended 42 USC § 7401, et seq.
 - b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.
 - (2) Federal Water Pollution Control Act-
 - a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 USC § 1251, et seq.
 - b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

- (f) Energy Conservation (44 CFR §13.36 (i)(13))- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- (g) Suspension and Debarment-
- (1) In the event this Agreement is a "covered transaction" as defined in 2 CFR pt. 180 and pt. 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935).
 - (2) If applicable, the contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contract Documents Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan
2. FEMA Field Manual: Public Assistance Grantee and Subgrantee Procurement Requirements (44 CFR PT. 13 and 2 CFR PT. 215), December 2014
3. FEMA 321 Public Assistance Policy Digest, January 2008
4. FEMA 322 Public Assistance Guide, June 2007
5. FEMA 323 Applicant Handbook, March 2010
6. FEMA 325 Debris Management Guide, July 2007
7. FEMA 327 Public Assistance Debris Monitoring Guide, October 2010
8. FEMA 329 Debris Estimating Field Guide, September 2010
9. Disaster Assistance Policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps, August 2009

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

16. 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>.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Permits, Licenses and Taxes. All permits and licenses necessary for the performance 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 performance of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof.

19. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: J.B.Coxwell Contracting, Inc.
Attention: John Coxwell
6741 Lloyd Road West
Jacksonville, FL 32254

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

21. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

23. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

24. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

25. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of this page intentionally blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:

ATTEST:

By: _____
President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. D. Walcott
Date: 7/21/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
DEBRIS HAULER
SPECIFICATION PD 14-15.053

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.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE AND INCLUDED WITH THE (1) ONE ORIGINAL AND (5) FIVE CD COPIES TO BE PROVIDED)
- SCHEDULE 1 HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE
- SCHEDULE 2 – UNIT RATE PRICE SCHEDULE
- ALL PROPOSAL REQUIREMENTS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

DEBRIS HAULER

SPECIFICATION NUMBER PD 14-15.053

Proposals Will Be Received Until: 3:00 p.m., CDT, Wednesday, May 27, 2015

**A Pre-Proposal will be held on Thursday, May 14, 2015 at 10:00 a.m., CDT at the Office of Purchasing,
Conference Room 11.407
All Proposers are encouraged to attend.**

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

**Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com

Technical Assistance:
Jim Howes
Recycling Operations Manager
Solid Waste
13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2144
Fax: (850) 937-2752
Email: jehowes@co.escambia.fl.us

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>
--

DEBRIS HAULER

PD 14-15.053

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SOLICITATION, OFFER AND AWARD FORM**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., CPPO, CPPB

PROPOSALS

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR**DEBRIS HAULER****SOLICITATION NUMBER: PD 14-15.053****SOLICITATION**

MAILING DATE: Monday, April 27, 2015

PRE-PROPOSAL Thursday, May 14, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All

Proposers are encouraged to attend

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, May 27, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)**Failure to execute this form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

* _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print) _____

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

Name of Offeror _____

By _____

County Administrator

Date _____

By _____

Signature of Person Authorized to Sign

Date _____

WITNESS _____

Date _____

ATTEST: _____

Corporate Secretary

Date _____

WITNESS _____

Date _____

[CORPORATE SEAL]

ATTEST: _____

Witness

Date _____

Awarded Date _____

ATTEST: _____

Witness

Date _____

Effective Date _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

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

Technical questions regarding this Request for Proposal shall be directed to Jim Howes, Solid Waste Manager, Telephone (850) 937-2144, Fax (850) 937-2152 and Procurement questions should be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4805, Email: joe_pillitary@co.escambia.fl.us no later than 5pm, CDT, on Thursday, May 21, 2015.

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.....April 27, 2015
- B. Receipt of proposalsMay 27, 2015 at 3:00p.m., CDT, Office of Purchasing Conference Room 11.407
- C. Pre-Proposal Meeting.....May 14, 2015 at 10:00a.m, CDT, Office of Purchasing Conference Room, 11.407
- D. First Committee Meeting.....June 2, 2015 at 10:00 a.m. CDT, Office of Purchasing Conference Room 11.407

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original on paper and five (5) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – *Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.*
2. *Abandoned Vessels* – *Registered vessels including boats and personal water craft that have been displaced by a disaster event.*
3. *Authorized Representative* – *County employees and/or contracted individuals designated by the County or County Debris Manager.*
4. *CFR* – *Code of Federal Regulations*
5. *Construction and Demolition Debris* – *FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.*
 - Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
6. *Contract* – *shall mean RFP.*
7. *County* – *Escambia County, Florida*
8. *County Debris Manager* – *The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.*
9. *County Designated Final Disposal Site* – *Final disposal sites or end users as designated and approved in writing by the County.*
10. *Demobilization* – *Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.*
11. *Disaster Specific Guidance* – *Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a*

- number and is generally referred to, along with their numerical identification.
12. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.
 13. **DMS** – Temporary debris management site
 14. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.
 15. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
 16. **EPA** – United States Environmental Protection Agency
 17. **E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).
 18. **FDH** – Florida Department of Health
 19. **FDOT** – Florida Department of Transportation
 20. **FEMA** – Federal Emergency Management Agency
 21. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
 22. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
 23. **Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

24. *Hazardous Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

25. *Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

26. *Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *OSHA* – Occupational Safety and Health Administration

28. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

29. *RCRA* - Resource Conservation and Recovery Act

30. *ROE* – Right-of-entry

31. *ROW* – Right-of-way

32. *RFP* – Request for proposal
33. *RRC* – Rapid Response Crew
34. *State*- State of Florida.
35. *TSDf* – Hazardous Waste Treatment, Storage and Disposal Facility.
36. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
37. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
38. *Vegetative Debris* – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
39. *White Goods* – As outlined in FEMA Publication 325, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. Required Submittals:

- A. ***Letter of Transmittal:*** This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.
- D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.
- G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business.
- H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

- I. **Acknowledgment of Addenda:** Include a signed and dated copy of last addendum issued by the County, if any.
 - J. **Conflict of Interest Statement:** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the RFP documents.
 - K. **Existing Contracts:** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.
 - L. **Alternative Disposal Sites:** The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.
 - M. **Past Performance:** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2010 – 2015). Please provide Contractor's explanation for the termination or dismissal.
 - N. **References** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.
2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
 - A. Loading, hauling, and reduction of debris
 - B. Ability to manage activation of multiple contracts
 - C. Methods for mobilization/demobilization
 - D. Documenting and resolving damages
 - E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
 - Project manager – must have five (5) years experience
 - Operations manager – must have three (3) years of experience

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.
5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.
9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these RFP documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 **CRITERIA FOR SELECTION**
Criteria for Selection

1. Experience assisting municipalities with debris hauling and processing as a primary contractor for the last seven years. Did one of the events involve the removal and processing of at least 1,000,000 CY of debris?
2. Previous experience operating Debris Management Sites (DMS). The Contractor should be familiar with all current federal and state requirements for operating a DMS in compliance with environmental regulations as well as remaining eligible for Public Assistance reimbursement.
3. History operating with an Automated Debris Management System (ADMS). It is the goal of local, state, and federal agencies to have hauling and processing data in a digital format.
4. Previous history of litigation and/or license sanctions.
5. Are there existing contracts with other municipalities in Florida, Alabama and Mississippi?

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

PART 5 SCOPE OF SERVICES

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency

roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County-Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
- j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP Under the Supplement Provisions, Debris Site Tower Specifications.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

10. Removal of Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
1. The limb is two (2) inches or greater in diameter when measured at the break.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and

conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

12. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

13. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved twenty-four (24)-hour staging site security
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

16. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide

County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

17. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

18. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

19. Disposal of Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

- b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

20. Disposal of Construction and Demolition Debris

- a. Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. Cradle to Grave – ROW Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

25. Cradle to Grave – ROW C&D Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited

to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate

- b. that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- c. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
- e. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- f. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- g. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- h. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- a. The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.
- b. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage

the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.
- b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of
- c. dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration

of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

- d. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons

and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a

new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for remeasurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
- c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
 - The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight ticket numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
- d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
- e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.
- j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.
- k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
- m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000		
15 - 29.99 miles	1,644,960		
30 - 44.99 miles	5,520		
45 miles or greater	5,520		
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000		
30 - 59.99 miles	118,680		
60 - 89.99 miles	13,800		
90 - 119.99 miles	1,380		
120 - 149.99 miles	1,380		
150 - 179.99 miles	1,380		
180 miles or greater	1,380		
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000		
30 - 59.99 miles	20,000		

	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		
	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000		
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000		

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000		
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles		9,384		
15 - 29.99 miles		46,920		
30 - 44.99 miles		65,688		
45 - 59.99 miles		112,608		
60 - 99.99 miles		140,760		
100 - 199.99 miles		187,680		
200 miles or greater		375,360		
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter		300		
13 inch to 24.99 inch diameter		200		
25 inch to 36.99 inch diameter		100		
37 inch to 48.99 inch diameter		100		
49 inch and larger diameter		50		
Hanger Removal (per Tree)		12,000		

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	50		
	49 inch and larger diameter	25		
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000		
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250		
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250		
	Vessels 22 linear feet and greater	100		
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120		

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300		
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250		
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500		
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000		
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400		
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000		

21	Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
		0 - 14.99 miles	140,000	
		15 - 29.99 miles	20,000	
		30 - 59.99 miles	5,000	
22	Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
		0 - 14.99 miles	50,000	
		15 - 29.99 miles	5,000	
		30 - 59.99 miles	2,000	
23	Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
		390,000		
24	Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
		5,520,000		

<p>25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.</p>	<p>Estimated Quantity</p>	<p>\$ Per CY</p>	<p>Total</p>
	<p>1,380,000</p>		
	<p>Total:</p>		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	\$ 48.00
Bobcat Loader	\$ 72.00
50' Bucket Truck	\$ 144.00
Crash Truck w/Impact Attenuator	\$ 93.50
Dozer, Tracked, D4 or Equivalent	\$ 105.00
Dozer, Tracked, D6 or Equivalent	\$ 116.00
Dozer, Tracked, D7 or Equivalent	\$ 158.00
Dozer, Tracked, D8 or Equivalent	\$ 198.00
Dump Truck, 10 CY-17 CY	\$ 67.00
Dump Truck, 18 CY-20 CY	\$ 76.00
Dump Truck, 21 CY-30 CY	\$ 82.00
Generator, 16 to 100 kW, List kW Capacity	\$ 48.00
Generator, 210 to 350 kW, List kW Capacity	\$ 142.00
Generator, 1,100 to 2,500 kW, List kW Capacity	\$ 610.00
Light Plant with Fuel and Support	\$ 29.00
Grader w/12' Blade	\$ 147.00
Hydraulic Excavator, 1.5 CY	\$ 105.00
Hydraulic Excavator, 2.5 CY	\$ 120.00
Knuckleboom Loader	\$ 156.00
Lowboy Trailer w/Tractor	\$ 138.00
Mobile Crane up to 15 Ton	\$ 202.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 79.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 147.00

EXHIBIT

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Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 285.00
Vac Truck (Mist Capacity), List Capacity	\$ 198.00
Pickup Truck, .5 Ton	\$ 62.00
Skid-Steer Loader, 1,000 LB Capacity	\$ 80.00
Skid-Steer Loader, 2,000 LB Capacity	\$ 85.00
Tub Grinder, 800 to 1,000 HP	\$ 622.00
Track Hoe – John Deere 690 or Equivalent	\$ 155.00
Truck, Flatbed	\$ 59.20
4 Wheel Drive Lift for Tower	\$ 58.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	\$ 75.00
Wheel Loader, 2.5 CY, 950 or Similar	\$ 129.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	\$ 140.00
Wheel Loader, 4.5 CY, 980 or Similar	\$ 169.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$ 81.00
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	\$ 86.00
Crew Foreman w/Cell Phone and Pickup	\$ 67.00
Tree Climber/Chainsaw and Gear	\$ 92.00
Laborer w/Chain Saw	\$ 44.00



SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000	\$ 8.60	\$33,230,400.00
15 - 29.99 miles	1,644,960	\$ 9.10	\$14,969,136.00
30 - 44.99 miles	5,520	\$10.50	\$ 57,960.00
45 miles or greater	5,520	\$11.70	\$ 64,584.00
			\$48,322,080.00
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000	\$ 10.90	\$13,537,800.00
30 - 59.99 miles	118,680	\$ 11.80	\$ 1,400,424.00
60 - 89.99 miles	13,800	\$ 12.70	\$ 175,260.00
90 - 119.99 miles	1,380	\$ 13.80	\$ 19,044.00
120 - 149.99 miles	1,380	\$ 14.90	\$ 20,562.00
150 - 179.99 miles	1,380	\$ 16.00	\$ 22,080.00
180 miles or greater	1,380	\$ 17.50	\$ 24,150.00
			\$15,199,320.00
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000	\$ 18.00	\$ 90,000.00
30 - 59.99 miles	20,000	\$ 20.00	\$ 400,000.00

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	60 - 89.99 miles	20,000	\$ 22.25	\$ 445,000.00
	90 - 119.99 miles	10,000	\$ 24.50	\$ 245,000.00
	120 - 149.99 miles	10,000	\$ 26.75	\$ 267,500.00
	150 - 179.99 miles	5,000	\$ 29.00	\$ 145,000.00
	180 miles or greater	5,000	\$ 31.25	\$ 156,250.00
				\$1,748,750.00
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$ 38.00	\$ 190,000.00
	30 - 59.99 miles	20,000	\$ 40.25	\$ 805,000.00
	60 - 89.99 miles	20,000	\$ 42.50	\$ 850,000.00
	90 - 119.99 miles	10,000	\$ 44.75	\$ 447,500.00
	120 - 149.99 miles	10,000	\$ 47.00	\$ 470,000.00
	150 - 179.99 miles	5,000	\$ 49.25	\$ 246,250.00
	180 miles or greater	5,000	\$ 51.50	\$ 257,500.00
				\$3,266,500.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	\$ 3.20	\$10,598,400.00
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$ 2.30	\$ 2,539,200.00

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8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$ 2.10	\$ 2,318,400.00
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384	\$ 5.00	\$ 46,920.00
	15 - 29.99 miles	46,920	\$ 5.60	\$ 262,752.00
	30 - 44.99 miles	65,688	\$ 6.20	\$ 407,265.60
	45 - 59.99 miles	112,608	\$ 6.80	\$ 765,734.40
	60 - 99.99 miles	140,760	\$ 8.00	\$1,126,080.00
	100 - 199.99 miles	187,680	\$12.00	\$2,252,160.00
	200 miles or greater	375,360	\$16.00	\$6,005,760.00
				\$10,866,672.00
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	\$ 20.00	\$ 6,000.00
	13 inch to 24.99 inch diameter	200	\$ 170.00	\$ 34,000.00
	25 inch to 36.99 inch diameter	100	\$ 360.00	\$ 36,000.00
	37 inch to 48.99 inch diameter	100	\$ 480.00	\$ 48,000.00
	49 inch and larger diameter	50	\$ 540.00	\$ 27,000.00
	Hanger Removal (per Tree)	12,000	\$ 70.00	\$840,000.00

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11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100	\$ 125.00	\$ 12,500.00
	37 inch to 48.99 inch diameter	50	\$ 210.00	\$ 10,500.00
	49 inch and larger diameter	25	\$ 290.00	\$ 7,250.00
				\$ 30,250.00
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000	\$ 8.00	\$ 40,000.00
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250	\$ 225.00	\$ 56,250.00
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250	\$ 490.00	\$122,500.00
	Vessels 22 linear feet and greater	100	\$1,500.00	\$150,000.00
				\$272,500.00
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120	\$ 450.00	\$ 54,000.00

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16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300	\$ 70.00	\$ 21,000.00
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	\$ 25.00	\$ 6,250.00
			\$ 27,250.00
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500	\$ 30.00	\$ 15,000.00
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000	\$ 8.00	\$ 40,000.00
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400	DELETED PER	ADDENDUM 1
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000	DELETED PER	ADDENDUM 1

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21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000	\$ 14.20	\$ 1,988,000.00
15 - 29.99 miles	20,000	\$ 14.80	\$ 296,000.00
30 - 59.99 miles	5,000	\$ 16.00	\$ 80,000.00
			\$ 2,364,000.00
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000	\$ 17.10	\$ 855,000.00
15 - 29.99 miles	5,000	\$ 17.70	\$ 88,500.00
30 - 59.99 miles	2,000	\$ 18.90	\$ 37,800.00
			\$ 981,300.00
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000	\$ 7.00	\$ 2,730,000.00
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000	\$ 19.90	\$109,848,000.00

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25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000	\$ 22.10	\$ 30,498,000.00
	Total: \$102,460,872.00 *		

* Total does not include items 24 & 25 as Addendum 1 implies.

Insurance Requirements

County Insurance Required

The contractor shall procure and maintain the following described insurance. 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, 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

\$1,000,000.00 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 General Liability policy shall be endorsed to include Escambia County is an additional insured and provide for 30 day notification of cancellation.

Business Auto Liability Coverage

\$1,000,000.00 required.

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

\$4,000,000.00 excess liability required.

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County

Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator

Office of Purchasing, Room 11.101

P.O. Box 1591

Pensacola, FL 32591-1591

Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Federal Contract Compliance Forms and Certifications

To be completed as applicable



FORM AGREEMENT FOR DEBRIS HAULING SERVICES (PD 14-15.053)

This Agreement is made this ____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and Panhandle Grading & Paving, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1879185, and whose principal address is 2665 Solo Dos Familiaf, Pensacola, FL 32534.

WITNESSETH:

WHEREAS, on April 27, 2015, the County issued a Request for Proposals (PD 14-15.053) seeking contractors to provide disaster recovery and debris removal management services; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals (the "Proposal"); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 9. The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Debris Hauling Services, Specification No. P.D. 14-15.053, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's cost proposal, attached hereto as **Exhibit B**.

5. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. 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.

6. Task Orders. The County shall issue written task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those services ordered pursuant to a task order may be compensated.

7. Contract Time and Extensions

Contractor shall diligently pursue the completion of the work. 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.

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 time for performance; 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.

8. Time for Performance 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 each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

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 completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved debris management or final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages

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 complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation,

and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination of Agreement.

a) Termination by Contractor. If work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the work should be stopped for a period of sixty (60) days by the Contractor, for the County's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice to County, request payment for all work executed through the date of termination.

b) Termination by County for Cause.

If the Contractor fails to perform any obligations under this Agreement, the County may, after seven (7) days written notice during which period the Contractor fails to commence correction of such obligation, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Contractor's right to proceed under the Agreement and make good such deficiencies. Payments to Contractor shall be reduced by the cost to the County of making good such deficiencies.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance of the payment, 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 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.

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.

c) Termination by County for Convenience and Right of Suspension.

County shall have the right to terminate this Agreement without cause upon seven (7) days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld 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.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) days prior written notice of such suspension. If all or any portion of the work is 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 Agreement. In no event shall the Contractor be entitled to any additional compensation or damages.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

a) 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.

b) Contractor agrees 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.

c) 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.

d) 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.

e) 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.

f) 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 herein, 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.

g) All liability policies shall be underwritten on an "occurrence" basis, unless otherwise approved in writing by the County Department 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."

h) 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.

i) 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.

12. Performance and Payment Bonds.

a) Contractor shall provide Performance and Payment Bonds 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 this Agreement, 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.

13. Compliance with Laws. 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: the

Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable. In addition, Contractor shall comply with the following provisions, as applicable:

a) Compliance with the Contract Work and Hours Safety Standards Act (44 CFR §13.36(i)(6))-

- (1) No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.
- (3) The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in this section.

b) Notice of FEMA Reporting Requirements and Regulations (44 CFR §13.36(i)(7))-

(1) The state or county may use Public Assistance grant funding by FEMA to pay, in whole or in part, for costs incurred under this Agreement. As a condition of Public Assistance funding, FEMA requires various financial and performance reporting.

- a. It is important that the contractor is aware of these reporting requirements, as the state or county may require the contractor to provide certain information in order to satisfy these reporting requirements.
- b. Failure of the state or county to satisfy FEMA reporting requirements is a material breach of the FEMA-State Agreement and could result in loss of federal financial assistance awarded to fund this Agreement.

(2) The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 CFR §13.40
- b. 44 CFR §13.41
- c. 44 CFR §13.50(b)
- d. 44 CFR §206.204(f)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f. FEMA-State Agreement

(3) The state or county is required to submit to the following financial reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) The state or county is required to submit to the following performance reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(c) Access to Records (44 CFR §13.36(i)(10))-

- (1) The contractor agrees to provide the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives access to any records or documents of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- (d) Retention of Records (44 CFR §13.36 (i)(11))-
The contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case contractor agrees to maintain same until the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.
- (e) Compliance with the Clean Air Act and Clean Water Act (44 CFR §13.36 (i)(12))-
- (1) Clean Air Act-
 - a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended 42 USC § 7401, et seq.
 - b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.
 - (2) Federal Water Pollution Control Act-
 - a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 USC § 1251, et seq.
 - b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(f) Energy Conservation (44 CFR §13.36 (i)(13))- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(g) Suspension and Debarment-

(1) In the event this Agreement is a "covered transaction" as defined in 2 CFR pt. 180 and pt. 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935).

(2) If applicable, the contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contract Documents Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan
2. FEMA Field Manual: Public Assistance Grantee and Subgrantee Procurement Requirements (44 CFR PT. 13 and 2 CFR PT. 215), December 2014
3. FEMA 321 Public Assistance Policy Digest, January 2008
4. FEMA 322 Public Assistance Guide, June 2007
5. FEMA 323 Applicant Handbook, March 2010
6. FEMA 325 Debris Management Guide, July 2007
7. FEMA 327 Public Assistance Debris Monitoring Guide, October 2010
8. FEMA 329 Debris Estimating Field Guide, September 2010
9. Disaster Assistance Policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps, August 2009

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

16. 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>.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Permits, Licenses and Taxes. All permits and licenses necessary for the performance 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 performance of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof.

19. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Panhandle Grading & Paving, Inc.
Attention: Jerry Long
2665 Solo Dos Familiaf
Pensacola, FL 32526

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

21. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

23. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

24. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

25. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of this page intentionally blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:

ATTEST:

By: _____
President

By: _____
Corporate Secretary

Date: _____

(SEAL)

This document approved as to form
and legal sufficiency

By _____

Title _____

Date _____

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
DEBRIS HAULER
SPECIFICATION PD 14-15.053

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.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE AND INCLUDED WITH THE (1) ONE ORIGINAL AND (5) FIVE CD COPIES TO BE PROVIDED)
- SCHEDULE 1 HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE
- SCHEDULE 2 – UNIT RATE PRICE SCHEDULE
- ALL PROPOSAL REQUIREMENTS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

DEBRIS HAULER

SPECIFICATION NUMBER PD 14-15.053

Proposals Will Be Received Until: 3:00 p.m., CDT, Wednesday, May 27, 2015

**A Pre-Proposal will be held on Thursday, May 14, 2015 at 10:00 a.m., CDT at the Office of Purchasing,
Conference Room 11.407
All Proposers are encouraged to attend.**

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

**Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

**Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

**Technical Assistance:
Jim Howes
Recycling Operations Manager
Solid Waste
13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2144
Fax: (850) 937-2752
Email: jehowes@co.escambia.fl.us**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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.

**DEBRIS HAULER
PD 14-15.053**

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SOLICITATION, OFFER AND AWARD FORM**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., CPPO, CPPB

PROPOSALS

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR**DEBRIS HAULER****SOLICITATION NUMBER: PD 14-15.053****SOLICITATION**

MAILING DATE: Monday, April 27, 2015

PRE-PROPOSAL: Thursday, May 14, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All Proposers are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, May 27, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)**Failure to execute this form binding the bidder/proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

REASON FOR NO OFFER: _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

* SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print)

Name of Offeror

By: _____

Signature of Person Authorized to Sign

Date

ATTEST: _____

Corporate Secretary

Date

(CORPORATE SEAL)

ATTEST: _____

Witness

Date

ATTEST: _____

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By: _____

County Administrator

Date

WITNESS _____

Date

WITNESS _____

Date

Awarded Date _____

Effective Date _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

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

Technical questions regarding this Request for Proposal shall be directed to Jim Howes, Solid Waste Manager, Telephone (850) 937-2144, Fax (850) 937-2152 and Procurement questions should be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4805, Email: joe_pillitary@co.escambia.fl.us no later than 5pm, CDT, on Thursday, May 21, 2015.

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.....April 27, 2015
- B. Receipt of proposalsMay 27, 2015 at 3:00p.m., CDT, Office of Purchasing Conference Room 11.407
- C. Pre-Proposal Meeting.....May 14, 2015 at 10:00a.m, CDT, Office of Purchasing Conference Room, 11.407
- D. First Committee Meeting.....June 2, 2015 at 10:00 a.m. CDT, Office of Purchasing Conference Room 11.407

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original on paper and five (5) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – *Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.*
2. *Abandoned Vessels* – *Registered vessels including boats and personal water craft that have been displaced by a disaster event.*
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *CFR* – Code of Federal Regulations
5. *Construction and Demolition Debris* – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.
Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
6. *Contract* – shall mean RFP.
7. *County* – Escambia County, Florida
8. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
9. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.
10. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
11. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a

number and is generally referred to, along with their numerical identification.

12. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.
13. **DMS** – Temporary debris management site
14. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.
15. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
16. **EPA** – United States Environmental Protection Agency
17. **E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).
18. **FDH** – Florida Department of Health
19. **FDOT** – Florida Department of Transportation
20. **FEMA** – Federal Emergency Management Agency
21. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
22. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
23. **Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

24. *Hazardous Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

25. *Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

26. *Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *OSHA* – Occupational Safety and Health Administration

28. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

29. *RCRA* - Resource Conservation and Recovery Act

30. *ROE* – Right-of-entry

31. *ROW* – Right-of-way

32. *RFP* – Request for proposal
33. *RRC* – Rapid Response Crew
34. *State*- State of Florida.
35. *TSDf* – Hazardous Waste Treatment, Storage and Disposal Facility.
36. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
37. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
38. *Vegetative Debris* – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
39. *White Goods* – As outlined in FEMA Publication 325, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

- A. ***Letter of Transmittal:*** This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. ***FEIN:*** Provide the Federal Employer Identification Number of the Proposer.
- D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.
- G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business.
- H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

- I. **Acknowledgment of Addenda:** Include a signed and dated copy of last addendum issued by the County, if any.
 - J. **Conflict of Interest Statement:** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the RFP documents.
 - K. **Existing Contracts:** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.
 - L. **Alternative Disposal Sites:** The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.
 - M. **Past Performance:** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2010 – 2015). Please provide Contractor's explanation for the termination or dismissal.
 - N. **References** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.
2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
 - A. Loading, hauling, and reduction of debris
 - B. Ability to manage activation of multiple contracts
 - C. Methods for mobilization/demobilization
 - D. Documenting and resolving damages
 - E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
 - Project manager – must have five (5) years experience
 - Operations manager – must have three (3) years of experience

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.
5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.
9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these RFP documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 **CRITERIA FOR SELECTION**
Criteria for Selection

<p>1. Experience assisting municipalities with debris hauling and processing as a primary contractor for the last seven years. Did one of the events involve the removal and processing of at least 1,000,000 CY of debris?</p>
<p>2. Previous experience operating Debris Management Sites (DMS). The Contractor should be familiar with all current federal and state requirements for operating a DMS in compliance with environmental regulations as well as remaining eligible for Public Assistance reimbursement.</p>
<p>3. History operating with an Automated Debris Management System (ADMS). It is the goal of local, state, and federal agencies to have hauling and processing data in a digital format.</p>
<p>4. Previous history of litigation and/or license sanctions.</p>
<p>5. Are there existing contracts with other municipalities in Florida, Alabama and Mississippi?</p>

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

PART 5 SCOPE OF SERVICES

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency

roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
- j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP Under the Supplement Provisions, Debris Site Tower Specifications.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s). 25

- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

10. Removal of Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
1. The limb is two (2) inches or greater in diameter when measured at the break.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and

conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

12. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

13. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved twenty-four (24)-hour staging site security
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

16. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide

County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

17. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

18. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

19. Disposal of Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

- b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

20. Disposal of Construction and Demolition Debris

- a. Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. Cradle to Grave – ROW Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

25. Cradle to Grave – ROW C&D Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5)-day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited

to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate

- b. that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- c. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
- e. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- f. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- g. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- h. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- a. The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.
- b. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage

the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.
- b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of
- c. dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration

of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

- d. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons

and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a

new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for remeasurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
- c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

- d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight ticket numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
- d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
- e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.
- j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.
- k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
- m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000		
15 - 29.99 miles	1,644,960		
30 - 44.99 miles	5,520		
45 miles or greater	5,520		
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000		
30 - 59.99 miles	118,680		
60 - 89.99 miles	13,800		
90 - 119.99 miles	1,380		
120 - 149.99 miles	1,380		
150 - 179.99 miles	1,380		
180 miles or greater	1,380		
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000		
30 - 59.99 miles	20,000		

	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		
	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000		
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000		

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000		
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384		
	15 - 29.99 miles	46,920		
	30 - 44.99 miles	65,688		
	45 - 59.99 miles	112,608		
	60 - 99.99 miles	140,760		
	100 - 199.99 miles	187,680		
	200 miles or greater	375,360		
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300		
	13 inch to 24.99 inch diameter	200		
	25 inch to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	100		
	49 inch and larger diameter	50		
	Hanger Removal (per Tree)	12,000		

11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
Greater than 24 inches to 36.99 inch diameter	100		
37 inch to 48.99 inch diameter	50		
49 inch and larger diameter	25		
12 Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
	5,000		
13 Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	250		
14 Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
Vessels less than 22 linear feet	250		
Vessels 22 linear feet and greater	100		
15 Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
	120		

16	ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
		300		
		250		
17	E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
		500		
18	Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
		5,000		
19	Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
		110,400		
20	Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
		552,000		

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000		
15 - 29.99 miles	20,000		
30 - 59.99 miles	5,000		
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000		
15 - 29.99 miles	5,000		
30 - 59.99 miles	2,000		
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000		
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000		

<p>25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.</p>	<p>Estimated Quantity</p>	<p>\$ Per CY</p>	<p>Total</p>
	<p>1,380,000</p>		
	<p>Total:</p>		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	\$ 42.00
Bobcat Loader	\$ 68.00
50' Bucket Truck	\$ 110.00
Crash Truck w/Impact Attenuator	\$ 87.00
Dozer, Tracked, D4 or Equivalent	\$ 104.00
Dozer, Tracked, D6 or Equivalent	\$ 130.00
Dozer, Tracked, D7 or Equivalent	\$ 210.00
Dozer, Tracked, D8 or Equivalent	\$ 288.00
Dump Truck, 10 CY-17 CY	\$ 75.00
Dump Truck, 18 CY-20 CY	\$ 80.00
Dump Truck, 21 CY-30 CY	\$ 87.00
Generator, 16 to 100 kW, List kW Capacity	\$ 37.00
Generator, 210 to 350 kW, List kW Capacity	\$ 48.00
Generator, 1,100 to 2,500 kW, List kW Capacity	\$ 84.00
Light Plant with Fuel and Support	\$ 22.50
Grader w/12' Blade	\$ 95.00
Hydraulic Excavator, 1.5 CY	\$ 122.00
Hydraulic Excavator, 2.5 CY	\$ 149.00
Knuckleboom Loader	\$ 95.00
Lowboy Trailer w/Tractor	\$ 125.00
Mobile Crane up to 15 Ton	\$ 229.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 70.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 140.00



Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 210.00
Vac Truck (Mist Capacity), List Capacity	\$ 208.00
Pickup Truck, .5 Ton	\$ 37.00
Skid-Steer Loader, 1,000 LB Capacity	\$ 61.00
Skid-Steer Loader, 2,000 LB Capacity	\$ 64.00
Tub Grinder, 800 to 1,000 HP	\$ 265.00
Track Hoe – John Deere 690 or Equivalent	\$ 135.00
Truck, Flatbed	\$ 49.00
4 Wheel Drive Lift for Tower	\$ 50.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	\$ 80.00
Wheel Loader, 2.5 CY, 950 or Similar	\$ 120.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	\$ 130.00
Wheel Loader, 4.5 CY, 980 or Similar	\$ 140.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$ 80.00
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	\$ 74.00
Crew Foreman w/Cell Phone and Pickup	\$ 64.00
Tree Climber/Chainsaw and Gear	\$ 88.00
Laborer w/Chain Saw	\$ 37.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000	\$ 8.01	\$ 30,950,640.00
15 - 29.99 miles	1,644,960	\$ 9.03	\$ 14,853,988.80
30 - 44.99 miles	5,520	\$ 9.90	\$ 54,648.00
45 miles or greater	5,520	\$ 14.15	\$ 78,108.00
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000	\$ 10.00	\$ 12,420,000.00
30 - 59.99 miles	118,680	\$ 10.80	\$ 1,281,744.00
60 - 89.99 miles	13,800	\$ 11.65	\$ 160,770.00
90 - 119.99 miles	1,380	\$ 16.00	\$ 22,080.00
120 - 149.99 miles	1,380	\$ 18.50	\$ 25,530.00
150 - 179.99 miles	1,380	\$ 19.27	\$ 26,592.60
180 miles or greater	1,380	\$ 20.90	\$ 28,842.00
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000	\$ 12.65	\$ 63,250.00
30 - 59.99 miles	20,000	\$ 13.15	\$ 263,000.00

	60 - 89.99 miles	20,000	\$ 14.00	\$ 280,000.00
	90 - 119.99 miles	10,000	\$ 19.00	\$ 190,000.00
	120 - 149.99 miles	10,000	\$ 22.00	\$ 220,000.00
	150 - 179.99 miles	5,000	\$ 27.00	\$ 135,000.00
	180 miles or greater	5,000	\$ 29.00	\$ 145,000.00
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$ 28.00	\$ 140,000.00
	30 - 59.99 miles	20,000	\$ 30.00	\$ 600,000.00
	60 - 89.99 miles	20,000	\$ 35.00	\$ 700,000.00
	90 - 119.99 miles	10,000	\$ 42.00	\$ 420,000.00
	120 - 149.99 miles	10,000	\$ 44.00	\$ 440,000.00
	150 - 179.99 miles	5,000	\$ 50.00	\$ 250,000.00
	180 miles or greater	5,000	\$ 55.00	\$ 275,000.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	\$ 4.61	\$ 15,268,320.00
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$ 4.05	\$ 4,471,200.00

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$ 2.10	\$ 2,318,400.00
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384	\$ 8.00	\$ 75,072.00
	15 - 29.99 miles	46,920	\$ 8.50	\$ 398,820.00
	30 - 44.99 miles	65,688	\$ 9.50	\$ 624,036.00
	45 - 59.99 miles	112,608	\$ 10.50	\$ 1,182,384.00
	60 - 99.99 miles	140,760	\$ 14.00	\$ 1,970,640.00
	100 - 199.99 miles	187,680	\$ 18.00	\$ 3,378,240.00
	200 miles or greater	375,360	\$ 20.00	\$ 7,507,200.00
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	\$ 90.00	\$ 27,000.00
	13 inch to 24.99 inch diameter	200	\$ 170.00	\$ 34,000.00
	25 inch to 36.99 inch diameter	100	\$ 250.00	\$ 25,000.00
	37 inch to 48.99 inch diameter	100	\$ 400.00	\$ 40,000.00
	49 inch and larger diameter	50	\$ 400.00	\$ 20,000.00
	Hanger Removal (per Tree)	12,000	\$ 100.00	\$ 1,200,000.00

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100	\$ 500.00	\$ 50,000.00
	37 inch to 48.99 inch diameter	50	\$ 600.00	\$ 30,000.00
	49 inch and larger diameter	25	\$ 800.00	\$ 20,000.00
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000	\$ 25.00	\$ 125,000.00
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250	\$ 265.00	\$ 66,250.00
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250	\$ 4,500.00	\$ 1,125,000.00
	Vessels 22 linear feet and greater	100	\$ 7,500.00	\$ 750,000.00
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120	\$ 225.00	\$ 27,000.00

16	ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.				
		Estimated Quantity	\$ Per Unit	Total	
		Refrigerators and freezers requiring refrigerant recovery and decontamination	300	\$ 120.00	\$ 36,000.00
		Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	\$ 120.00	\$ 30,000.00
17	E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.				
		Estimated Quantity	\$ Per Unit	Total	
			500	\$ 40.00	\$ 20,000.00
		18	Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.		
Estimated Quantity	\$ Per LB			Total	
	5,000			\$ 40.00	\$ 200,000.00
19	Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.				
		Estimated Quantity	\$ Per CY	Total	
			110,400		OMIT PER
		20	Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
Estimated Quantity	\$ Per CY			ADDENDUM #1 Total	
	552,000				

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ADDENDUM
#1

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000	\$ 6.80	\$ 952,000.00
15 - 29.99 miles	20,000	\$ 8.40	\$ 168,000.00
30 - 59.99 miles	5,000	\$ 10.40	\$ 52,000.00
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000	\$ 11.00	\$ 550,000.00
15 - 29.99 miles	5,000	\$ 12.00	\$ 60,000.00
30 - 59.99 miles	2,000	\$ 14.00	\$ 28,000.00
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000	\$ 6.80	\$ 2,652,000.00
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000	\$ 25.80	\$ 142,416,000.00

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000	\$ 32.50	\$ 44,850,000.00
	Total:		\$ 296,771,755.40

Insurance Requirements

County Insurance Required

The contractor shall procure and maintain the following described insurance. 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, 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

\$1,000,000.00 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 General Liability policy shall be endorsed to include Escambia County is an additional insured and provide for 30 day notification of cancellation.

Business Auto Liability Coverage

\$1,000,000.00 required.

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

\$4,000,000.00 excess liability required.

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County

Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator

Office of Purchasing, Room 11.101

P.O. Box 1591

Pensacola, FL 32591-1591

Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Federal Contract Compliance Forms and Certifications

To be completed as applicable



FORM AGREEMENT FOR DEBRIS HAULING SERVICES (PD 14-15.053)

This Agreement is made this ____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and Phillips and Jordan, Inc., a for-profit corporation authorized to conduct business in the State of Tennessee (hereinafter referred to as "Contractor"), whose federal identification number is 56-0694573, and whose principal address is 10201 Parkside Drive, Ste. 300, Knoxville, TN 37922.

WITNESSETH:

WHEREAS, on April 27, 2015, the County issued a Request for Proposals (PD 14-15.053) seeking contractors to provide disaster recovery and debris removal management services; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals (the "Proposal"); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 9. The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Debris Hauling Services, Specification No. P.D. 14-15.053, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's cost proposal, attached hereto as **Exhibit B**.

5. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. 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.

6. Task Orders. The County shall issue written task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those services ordered pursuant to a task order may be compensated.

7. Contract Time and Extensions

Contractor shall diligently pursue the completion of the work. 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.

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 time for performance; 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.

8. Time for Performance 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 each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

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 completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved debris management or final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages

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 complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation,

and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination of Agreement.

a) Termination by Contractor. If work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the work should be stopped for a period of sixty (60) days by the Contractor, for the County's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice to County, request payment for all work executed through the date of termination.

b) Termination by County for Cause.

If the Contractor fails to perform any obligations under this Agreement, the County may, after seven (7) days written notice during which period the Contractor fails to commence correction of such obligation, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Contractor's right to proceed under the Agreement and make good such deficiencies. Payments to Contractor shall be reduced by the cost to the County of making good such deficiencies.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance of the payment, 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 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.

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.

c) Termination by County for Convenience and Right of Suspension.

County shall have the right to terminate this Agreement without cause upon seven (7) days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld 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.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) days prior written notice of such suspension. If all or any portion of the work is 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 Agreement. In no event shall the Contractor be entitled to any additional compensation or damages.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

a) 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.

b) Contractor agrees 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.

c) 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.

d) 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.

e) 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.

f) 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 herein, 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 32591-1591. 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.

g) All liability policies shall be underwritten on an "occurrence" basis, unless otherwise approved in writing by the County Department 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."

h) 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.

i) 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.

12. Performance and Payment Bonds.

a) Contractor shall provide Performance and Payment Bonds 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 this Agreement, 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.

13. Compliance with Laws. 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: the

Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable. In addition, Contractor shall comply with the following provisions, as applicable:

a) Compliance with the Contract Work and Hours Safety Standards Act (44 CFR §13.36(i)(6))-

- (1) No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.
- (3) The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in this section.

b) Notice of FEMA Reporting Requirements and Regulations (44 CFR §13.36(i)(7))-

(1) The state or county may use Public Assistance grant funding by FEMA to pay, in whole or in part, for costs incurred under this Agreement. As a condition of Public Assistance funding, FEMA requires various financial and performance reporting.

- a. It is important that the contractor is aware of these reporting requirements, as the state or county may require the contractor to provide certain information in order to satisfy these reporting requirements.
- b. Failure of the state or county to satisfy FEMA reporting requirements is a material breach of the FEMA-State Agreement and could result in loss of federal financial assistance awarded to fund this Agreement.

(2) The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 CFR §13.40
- b. 44 CFR §13.41
- c. 44 CFR §13.50(b)
- d. 44 CFR §206.204(f)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f. FEMA-State Agreement

(3) The state or county is required to submit to the following financial reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) The state or county is required to submit to the following performance reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(c) Access to Records (44 CFR §13.36(i)(10))-

(1) The contractor agrees to provide the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives access to any records or documents of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

(d) Retention of Records (44 CFR §13.36 (i)(11))-

The contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case contractor agrees to maintain same until the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(e) Compliance with the Clean Air Act and Clean Water Act (44 CFR §13.36 (i)(12))-

(1) Clean Air Act-

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended 42 USC § 7401, et seq.

b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act-

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 USC § 1251, et seq.

b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(f) Energy Conservation (44 CFR §13.36 (i)(13))- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(g) Suspension and Debarment-

(1) In the event this Agreement is a "covered transaction" as defined in 2 CFR pt. 180 and pt. 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935).

(2) If applicable, the contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contract Documents Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan
2. FEMA Field Manual: Public Assistance Grantee and Subgrantee Procurement Requirements (44 CFR PT. 13 and 2 CFR PT. 215), December 2014
3. FEMA 321 Public Assistance Policy Digest, January 2008
4. FEMA 322 Public Assistance Guide, June 2007
5. FEMA 323 Applicant Handbook, March 2010
6. FEMA 325 Debris Management Guide, July 2007
7. FEMA 327 Public Assistance Debris Monitoring Guide, October 2010
8. FEMA 329 Debris Estimating Field Guide, September 2010
9. Disaster Assistance Policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps, August 2009

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

16. 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>.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Permits, Licenses and Taxes. All permits and licenses necessary for the performance 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 performance of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof.

19. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Phillips & Jordan, Inc.
Attention: J. Patrick McMullen
10201 Parkside Drive, Ste. 300
Knoxville, TN 37922

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

21. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

23. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

24. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

25. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of this page intentionally blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:

ATTEST:

By: _____
President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 7/2/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
DEBRIS HAULER
SPECIFICATION PD 14-15.053

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.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE AND INCLUDED WITH THE (1) ONE ORIGINAL AND (5) FIVE CD COPIES TO BE PROVIDED)
- SCHEDULE 1 HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE
- SCHEDULE 2 - UNIT RATE PRICE SCHEDULE
- ALL PROPOSAL REQUIREMENTS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

DEBRIS HAULER

SPECIFICATION NUMBER PD 14-15.053

Proposals Will Be Received Until: 3:00 p.m., CDT, Wednesday, May 27, 2015

**A Pre-Proposal will be held on Thursday, May 14, 2015 at 10:00 a.m., CDT at the Office of Purchasing,
Conference Room 11.407**

All Proposers are encouraged to attend.

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

**Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

**Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

**Technical Assistance:
Jim Howes
Recycling Operations Manager
Solid Waste
13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2144
Fax: (850) 937-2752
Email: jehowes@co.escambia.fl.us**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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.

**DEBRIS HAULER
PD 14-15.053**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SOLICITATION, OFFER AND AWARD FORM**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., CPPO, CPPB

PROPOSALS

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR**DEBRIS HAULER****SOLICITATION NUMBER: PD 14-15.053****SOLICITATION**

MAILING DATE: Monday, April 27, 2015

PRE-PROPOSAL: Thursday, May 14, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 All

Proposers are encouraged to attend

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, May 27, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest is to be filed within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

REASON FOR NO OFFER _____

I certify that this offer is made without prior understanding, agreement, or conception, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation. Including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action in every now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print)

Name of Offeror _____

By _____

Signature of Person Authorized to Sign

Date _____

ATTEST _____

Corporate Secretary

Date _____

(CORPORATE SEAL)

ATTEST _____

Witness

Date _____

ATTEST _____

Witness

Date _____

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____

County Administrator

Date _____

WITNESS _____

Date _____

WITNESS _____

Date _____

Awarded Date _____

Effective Date _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida): _____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

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

Technical questions regarding this Request for Proposal shall be directed to Jim Howes, Solid Waste Manager, Telephone (850) 937-2144, Fax (850) 937-2152 and Procurement questions should be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4805, Email: joe_pillitary@co.escambia.fl.us no later than 5pm, CDT, on Thursday, May 21, 2015.

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.....April 27, 2015
- B. Receipt of proposalsMay 27, 2015 at 3:00p.m., CDT, Office of Purchasing Conference Room 11.407
- C. Pre-Proposal Meeting.....May 14, 2015 at 10:00a.m, CDT, Office of Purchasing Conference Room, 11.407
- D. First Committee Meeting.....June 2, 2015 at 10:00 a.m. CDT, Office of Purchasing Conference Room 11.407

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original on paper and five (5) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. ***Abandoned Vehicles*** – *Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.*
2. ***Abandoned Vessels*** – *Registered vessels including boats and personal water craft that have been displaced by a disaster event.*
3. ***Authorized Representative*** – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. ***CFR*** – Code of Federal Regulations
5. ***Construction and Demolition Debris*** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.
Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
6. ***Contract*** – shall mean RFP.
7. ***County*** – Escambia County, Florida
8. ***County Debris Manager*** – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
9. ***County Designated Final Disposal Site*** – Final disposal sites or end users as designated and approved in writing by the County.
10. ***Demobilization*** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
11. ***Disaster Specific Guidance*** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a

number and is generally referred to, along with their numerical identification.

12. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.
13. **DMS** – Temporary debris management site
14. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.
15. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
16. **EPA** – United States Environmental Protection Agency
17. **E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste items (if so, such notice will be provided to the Contractor in writing).
18. **FDH** – Florida Department of Health
19. **FDOT** – Florida Department of Transportation
20. **FEMA** – Federal Emergency Management Agency
21. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
22. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
23. **Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
- 24. *Hazardous Tree*** – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
- The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than thirty (30) degrees.
- 25. *Hazardous Stump*** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:
- The stump has fifty percent (50%) or more of the root-ball exposed.
 - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
- 26. *Household Hazardous Waste*** – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - HHW removal must be the legal responsibility of the applicant.
 - HHW must be a result of the major disaster event.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.
- 27. *OSHA*** – Occupational Safety and Health Administration
- 28. *Refrigerant*** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- 29. *RCRA*** - Resource Conservation and Recovery Act
- 30. *ROE*** – Right-of-entry
- 31. *ROW*** – Right-of-way

32. **RFP** – Request for proposal
33. **RRC** – Rapid Response Crew
34. **State**- State of Florida.
35. **TSDf** – Hazardous Waste Treatment, Storage and Disposal Facility.
36. **Temporary Debris Management Site** – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
37. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
38. **Vegetative Debris** – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
39. **White Goods** – As outlined in FEMA Publication 325, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

I. Required Submittals:

- A. ***Letter of Transmittal:*** This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. ***FEIN:*** Provide the Federal Employer Identification Number of the Proposer.
- D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.
- G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business.
- H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

- I. **Acknowledgment of Addenda:** Include a signed and dated copy of last addendum issued by the County, if any.
 - J. **Conflict of Interest Statement:** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the RFP documents.
 - K. **Existing Contracts:** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.
 - L. **Alternative Disposal Sites:** The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.
 - M. **Past Performance:** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2010 – 2015). Please provide Contractor's explanation for the termination or dismissal.
 - N. **References -** Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.
2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
 - A. Loading, hauling, and reduction of debris
 - B. Ability to manage activation of multiple contracts
 - C. Methods for mobilization/demobilization
 - D. Documenting and resolving damages
 - E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
- Project manager – must have five (5) years experience
 - Operations manager – must have three (3) years of experience

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.
5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.
9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these RFP documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 CRITERIA FOR SELECTION

Criteria for Selection

<p>1. Experience assisting municipalities with debris hauling and processing as a primary contractor for the last seven years. Did one of the events involve the removal and processing of at least 1,000,000 CY of debris?</p>
<p>2. Previous experience operating Debris Management Sites (DMS). The Contractor should be familiar with all current federal and state requirements for operating a DMS in compliance with environmental regulations as well as remaining eligible for Public Assistance reimbursement.</p>
<p>3. History operating with an Automated Debris Management System (ADMS). It is the goal of local, state, and federal agencies to have hauling and processing data in a digital format.</p>
<p>4. Previous history of litigation and/or license sanctions.</p>
<p>5. Are there existing contracts with other municipalities in Florida, Alabama and Mississippi?</p>

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

PART 5 SCOPE OF SERVICES

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency

roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
- j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP Under the Supplement Provisions, Debris Site Tower Specifications.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

10. Removal of Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
 1. The limb is two (2) inches of greater in diameter when measured at the break.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
 1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and

conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

12. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

13. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved twenty-four (24)-hour staging site security
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

16. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide

County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

17. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

18. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

19. Disposal of Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

- b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

20. Disposal of Construction and Demolition Debris

- a. Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. Cradle to Grave – ROW Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

25. Cradle to Grave – ROW C&D Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited

to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate

- b. that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- c. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
- e. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- f. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- g. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- h. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- a. The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.
- b. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage

the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.
- b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of
- c. dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration

of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

- d. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons

and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a

new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for remeasurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
- c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
 - The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

- d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight ticket numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
- d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
- e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.
- j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.
- k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
- m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.8
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000		
15 - 29.99 miles	1,644,960		
30 - 44.99 miles	5,520		
45 miles or greater	5,520		
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000		
30 - 59.99 miles	118,680		
60 - 89.99 miles	13,800		
90 - 119.99 miles	1,380		
120 - 149.99 miles	1,380		
150 - 179.99 miles	1,380		
180 miles or greater	1,380		
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000		
30 - 59.99 miles	20,000		

	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		
	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000		
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000		

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000		
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384		
	15 - 29.99 miles	46,920		
	30 - 44.99 miles	65,688		
	45 - 59.99 miles	112,608		
	60 - 99.99 miles	140,760		
	100 - 199.99 miles	187,680		
	200 miles or greater	375,360		
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300		
	13 inch to 24.99 inch diameter	200		
	25 inch to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	100		
	49 inch and larger diameter	50		
	Hanger Removal (per Tree)	12,000		

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	50		
	49 inch and larger diameter	25		
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000		
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250		
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250		
	Vessels 22 linear feet and greater	100		
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120		

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300		
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250		
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500		
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000		
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400		
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000		

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000		
15 - 29.99 miles	20,000		
30 - 59.99 miles	5,000		
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000		
15 - 29.99 miles	5,000		
30 - 59.99 miles	2,000		
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000		
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000		

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000		
	Total:		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	\$105.00
Bobcat Loader	\$85.00
50' Bucket Truck	\$125.00
Crash Truck w/Impact Attenuator	\$155.00
Dozer, Tracked, D4 or Equivalent	\$95.00
Dozer, Tracked, D6 or Equivalent	\$115.00
Dozer, Tracked, D7 or Equivalent	\$125.00
Dozer, Tracked, D8 or Equivalent	\$140.00
Dump Truck, 10 CY-17 CY	\$65.00
Dump Truck, 18 CY-20 CY	\$70.00
Dump Truck, 21 CY-30 CY	\$78.00
Generator, 16 to 100 kW, List kW Capacity	\$60.00
Generator, 210 to 350 kW, List kW Capacity	\$75.00
Generator, 1,100 to 2,500 kW, List kW Capacity	\$175.00
Light Plant with Fuel and Support	\$18.00
Grader w/12' Blade	\$155.00
Hydraulic Excavator, 1.5 CY	\$115.00
Hydraulic Excavator, 2.5 CY	\$125.00
Knuckleboom Loader	\$175.00
Lowboy Trailer w/Tractor	\$125.00
Mobile Crane up to 15 Ton	\$360.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$100.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$225.00



Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$750.00
Vac Truck (Mist Capacity), List Capacity	\$100.00
Pickup Truck, .5 Ton	\$20.00
Skid-Steer Loader, 1,000 LB Capacity	\$85.00
Skid-Steer Loader, 2,000 LB Capacity	\$95.00
Tub Grinder, 800 to 1,000 HP	\$400.00
Track Hoe – John Deere 690 or Equivalent	\$120.00
Truck, Flatbed	\$48.00
4 Wheel Drive Lift for Tower	\$25.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	\$80.00
Wheel Loader, 2.5 CY, 950 or Similar	\$105.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	\$115.00
Wheel Loader, 4.5 CY, 980 or Similar	\$125.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$105.00
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	\$96.00
Crew Foreman w/Cell Phone and Pickup	\$78.00
Tree Climber/Chainsaw and Gear	\$68.00
Laborer w/Chain Saw	\$48.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2	ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	3,864,000	\$7.65	\$29,559,600.00
	15 - 29.99 miles	1,644,960	\$7.95	\$13,077,432.00
	30 - 44.99 miles	5,520	\$8.55	\$47,196.00
	45 miles or greater	5,520	\$10.50	\$57,960.00
3	ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	1,242,000	\$7.85	\$9,749,700.00
	30 - 59.99 miles	118,680	\$8.45	\$1,002,846.00
	60 - 89.99 miles	13,800	\$9.50	\$131,100.00
	90 - 119.99 miles	1,380	\$12.95	\$17,871.00
	120 - 149.99 miles	1,380	\$14.50	\$20,010.00
	150 - 179.99 miles	1,380	\$16.50	\$22,770.00
	180 miles or greater	1,380	\$19.00	\$26,220.00
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$12.50	\$62,500.00
	30 - 59.99 miles	20,000	\$14.50	\$290,000.00

	60 - 89.99 miles	20,000	\$16.50	\$330,000.00
	90 - 119.99 miles	10,000	\$18.50	\$185,000.00
	120 - 149.99 miles	10,000	\$20.00	\$200,000.00
	150 - 179.99 miles	5,000	\$22.00	\$110,000.00
	180 miles or greater	5,000	\$24.00	\$120,000.00
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$16.50	\$82,500.00
	30 - 59.99 miles	20,000	\$18.50	\$370,000.00
	60 - 89.99 miles	20,000	\$20.00	\$400,000.00
	90 - 119.99 miles	10,000	\$22.00	\$220,000.00
	120 - 149.99 miles	10,000	\$24.00	\$240,000.00
	150 - 179.99 miles	5,000	\$26.00	\$130,000.00
	180 miles or greater	5,000	\$28.00	\$140,000.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	\$3.50	\$11,592,000.00
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$3.25	\$3,588,000.00

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$3.00	\$3,312,000.00
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384	\$5.00	\$46,920.00
	15 - 29.99 miles	46,920	\$6.00	\$281,520.00
	30 - 44.99 miles	65,688	\$7.00	\$459,816.00
	45 - 59.99 miles	112,608	\$8.00	\$900,864.00
	60 - 99.99 miles	140,760	\$9.00	\$1,266,840.00
	100 - 199.99 miles	187,680	\$10.00	\$1,876,800.00
	200 miles or greater	375,360	\$11.00	\$4,128,960.00
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	\$65.00	\$19,500.00
	13 inch to 24.99 inch diameter	200	\$80.00	\$16,000.00
	25 inch to 36.99 inch diameter	100	\$150.00	\$15,000.00
	37 inch to 48.99 inch diameter	100	\$250.00	\$25,000.00
	49 inch and larger diameter	50	\$350.00	\$17,500.00
	Hanger Removal (per Tree)	12,000	\$85.00	\$1,020,000.00

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100	\$250.00	\$25,000.00
	37 inch to 48.99 inch diameter	50	\$400.00	\$20,000.00
	49 inch and larger diameter	25	\$600.00	\$15,000.00
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000	\$5.00	\$25,000.00
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250	\$150.00	\$37,500.00
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250	\$250.00	\$62,500.00
	Vessels 22 linear feet and greater	100	\$500.00	\$50,000.00
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120	\$600.00	\$72,000.00

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300	\$95.00	\$28,500.00
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	\$55.00	\$13,750.00
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500	\$2.00	\$1,000.00
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000	\$1.00	\$5,000.00
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400	This item is removed from bid sheet per addendum 1. NOTE: Tipping fees passed through at direct cost to owner.	
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000	This item is removed from bid sheet per addendum 1. NOTE: Tipping fees passed through at direct cost to owner.	

21	Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	140,000	\$16.00	\$2,240,000.00
	15 - 29.99 miles	20,000	\$19.50	\$390,000.00
	30 - 59.99 miles	5,000	\$22.50	\$112,500.00
22	Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	50,000	\$16.00	\$800,000.00
	15 - 29.99 miles	5,000	\$19.50	\$97,500.00
	30 - 59.99 miles	2,000	\$22.50	\$45,000.00
23	Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
		390,000	\$16.00	\$6,240,000.00
24	Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
		5,520,000	\$17.50	\$96,600,000.00

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000	\$16.00	\$22,080,000.00
	Total: \$214,119,675.00		

Exhibit C

Insurance Requirements

County Insurance Required

The contractor shall procure and maintain the following described insurance. 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, 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

\$1,000,000.00 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 General Liability policy shall be endorsed to include Escambia County is an additional insured and provide for 30 day notification of cancellation.

Business Auto Liability Coverage

\$1,000,000.00 required.

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

\$4,000,000.00 excess liability required.

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Federal Contract Compliance Forms and Certifications

To be completed as applicable



FORM AGREEMENT FOR DEBRIS HAULING SERVICES (PD 14-15.053)

This Agreement is made this ____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and Roads, Inc. of NWF, a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-3598732, and whose principal address is 106 Stone Blvd., Cantonment, FL 32533.

WITNESSETH:

WHEREAS, on April 27, 2015, the County issued a Request for Proposals (PD 14-15.053) seeking contractors to provide disaster recovery and debris removal management services; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals (the "Proposal"); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 9. The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Debris Hauling Services, Specification No. P.D. 14-15.053, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's cost proposal, attached hereto as **Exhibit B**.

5. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. 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.

6. Task Orders. The County shall issue written task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those services ordered pursuant to a task order may be compensated.

7. Contract Time and Extensions

Contractor shall diligently pursue the completion of the work. 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.

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 time for performance; 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.

8. Time for Performance 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 each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

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 completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved debris management or final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages

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 complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation,

and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination of Agreement.

a) Termination by Contractor. If work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the work should be stopped for a period of sixty (60) days by the Contractor, for the County's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice to County, request payment for all work executed through the date of termination.

b) Termination by County for Cause.

If the Contractor fails to perform any obligations under this Agreement, the County may, after seven (7) days written notice during which period the Contractor fails to commence correction of such obligation, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Contractor's right to proceed under the Agreement and make good such deficiencies. Payments to Contractor shall be reduced by the cost to the County of making good such deficiencies.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance of the payment, 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 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.

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.

c) Termination by County for Convenience and Right of Suspension.

County shall have the right to terminate this Agreement without cause upon seven (7) days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld 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.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) days prior written notice of such suspension. If all or any portion of the work is 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 Agreement. In no event shall the Contractor be entitled to any additional compensation or damages.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

a) 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.

b) Contractor agrees 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.

c) 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 32591-1591. 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.

d) 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.

e) 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.

f) 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 herein, 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 32591-1591. 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.

g) All liability policies shall be underwritten on an "occurrence" basis, unless otherwise approved in writing by the County Department 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."

h) 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.

i) 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.

12. Performance and Payment Bonds.

a) Contractor shall provide Performance and Payment Bonds 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 this Agreement, 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.

13. Compliance with Laws. 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: the

Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable. In addition, Contractor shall comply with the following provisions, as applicable:

a) Compliance with the Contract Work and Hours Safety Standards Act (44 CFR §13.36(i)(6))-

- (1) No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.
- (3) The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in this section.

b) Notice of FEMA Reporting Requirements and Regulations (44 CFR §13.36(i)(7))-

(1) The state or county may use Public Assistance grant funding by FEMA to pay, in whole or in part, for costs incurred under this Agreement. As a condition of Public Assistance funding, FEMA requires various financial and performance reporting.

- a. It is important that the contractor is aware of these reporting requirements, as the state or county may require the contractor to provide certain information in order to satisfy these reporting requirements.
- b. Failure of the state or county to satisfy FEMA reporting requirements is a material breach of the FEMA-State Agreement and could result in loss of federal financial assistance awarded to fund this Agreement.

(2) The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 CFR §13.40
- b. 44 CFR §13.41
- c. 44 CFR §13.50(b)
- d. 44 CFR §206.204(f)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f. FEMA-State Agreement

(3) The state or county is required to submit to the following financial reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) The state or county is required to submit to the following performance reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(c) Access to Records (44 CFR §13.36(i)(10))-

(1) The contractor agrees to provide the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives access to any records or documents of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

(d) Retention of Records (44 CFR §13.36 (i)(11))-

The contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three

(3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case contractor agrees to maintain same until the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(e) Compliance with the Clean Air Act and Clean Water Act (44 CFR §13.36 (i)(12))-

(1) Clean Air Act-

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended 42 USC § 7401, et seq.

b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act-

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 USC § 1251, et seq.

b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

- (f) Energy Conservation (44 CFR §13.36 (i)(13))- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- (g) Suspension and Debarment-
- (1) In the event this Agreement is a "covered transaction" as defined in 2 CFR pt. 180 and pt. 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935).
- (2) If applicable, the contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contract Documents Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan
2. FEMA Field Manual: Public Assistance Grantee and Subgrantee Procurement Requirements (44 CFR PT. 13 and 2 CFR PT. 215), December 2014
3. FEMA 321 Public Assistance Policy Digest, January 2008
4. FEMA 322 Public Assistance Guide, June 2007
5. FEMA 323 Applicant Handbook, March 2010
6. FEMA 325 Debris Management Guide, July 2007
7. FEMA 327 Public Assistance Debris Monitoring Guide, October 2010
8. FEMA 329 Debris Estimating Field Guide, September 2010
9. Disaster Assistance Policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps, August 2009

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

16. 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>.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Permits, Licenses and Taxes. All permits and licenses necessary for the performance 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 performance of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof.

19. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Roads, Inc. of NWF
Attention: Cody Rawson
106 Stone Blvd.
Cantonment, FL 32533

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

21. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

23. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

24. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

25. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of this page intentionally blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:

ATTEST:

By: President

By: _____

Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
DEBRIS HAULER
SPECIFICATION PD 14-15.053

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.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE AND INCLUDED WITH THE (1) ONE ORIGINAL AND (5) FIVE CD COPIES TO BE PROVIDED)
- SCHEDULE 1 HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE
- SCHEDULE 2 - UNIT RATE PRICE SCHEDULE
- ALL PROPOSAL REQUIREMENTS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

DEBRIS HAULER

SPECIFICATION NUMBER PD 14-15.053

Proposals Will Be Received Until: 3:00 p.m., CDT, Wednesday, May 27, 2015

**A Pre-Proposal will be held on Thursday, May 14, 2015 at 10:00 a.m., CDT at the Office of Purchasing,
Conference Room 11.407
All Proposers are encouraged to attend.**

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

**Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

**Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

**Technical Assistance:
Jim Howes
Recycling Operations Manager
Solid Waste
13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2144
Fax: (850) 937-2752
Email: jehowes@co.escambia.fl.us**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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.

DEBRIS HAULER
PD 14-15.053

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Forms marked with a (** Double Asterisk) should be returned with Offer.

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SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

Joe F. Pillitary, Jr., CPPO, CPPB

PROPOSALS

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR

DEBRIS HAULER

SOLICITATION NUMBER: PD 14-15.053

SOLICITATION

MAILING DATE: Monday, April 27, 2015

PRE-PROPOSAL Thursday, May 14, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502. All

Proposers are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, May 27, 2015 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print)

Name of Offeror

By _____

Signature of Person Authorized to Sign

Date

ATTEST: _____

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

ATTEST: _____

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____

County Administrator

Date

WITNESS _____

Date

WITNESS _____

Date

Awarded Date _____

Effective Date _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

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

Technical questions regarding this Request for Proposal shall be directed to Jim Howes, Solid Waste Manager, Telephone (850) 937-2144, Fax (850) 937-2152 and Procurement questions should be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4805, Email: joe_pillitary@co.escambia.fl.us no later than 5pm, CDT, on Thursday, May 21, 2015.

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.....April 27, 2015
- B. Receipt of proposalsMay 27, 2015 at 3:00p.m., CDT, Office of Purchasing Conference Room 11.407
- C. Pre-Proposal Meeting.....May 14, 2015 at 10:00a.m, CDT, Office of Purchasing Conference Room, 11.407
- D. First Committee Meeting.....June 2, 2015 at 10:00 a.m. CDT, Office of Purchasing Conference Room 11.407

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original on paper and five (5) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. *Abandoned Vessels* – Registered vessels including boats and personal water craft that have been displaced by a disaster event.
3. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. *CFR* – Code of Federal Regulations
5. *Construction and Demolition Debris* – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.
Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
6. *Contract* – shall mean RFP.
7. *County* – Escambia County, Florida
8. *County Debris Manager* – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
9. *County Designated Final Disposal Site* – Final disposal sites or end users as designated and approved in writing by the County.
10. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
11. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a

number and is generally referred to, along with their numerical identification.

12. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.
13. **DMS** – Temporary debris management site
14. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.
15. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
16. **EPA** – United States Environmental Protection Agency
17. **E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).
18. **FDH** – Florida Department of Health
19. **FDOT** – Florida Department of Transportation
20. **FEMA** – Federal Emergency Management Agency
21. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
22. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
23. **Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

24. *Hazardous Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

25. *Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

26. *Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *OSHA* – Occupational Safety and Health Administration

28. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

29. *RCRA* - Resource Conservation and Recovery Act

30. *ROE* – Right-of-entry

31. *ROW* – Right-of-way

32. *RFP* – Request for proposal
33. *RRC* – Rapid Response Crew
34. *State*- State of Florida.
35. *TSDF* – Hazardous Waste Treatment, Storage and Disposal Facility.
36. *Temporary Debris Management Site* – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
37. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
38. *Vegetative Debris* – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
39. *White Goods* – As outlined in FEMA Publication 325, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

I. **Required Submittals:**

- A. ***Letter of Transmittal:*** This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.
- D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.
- G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business.
- H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

- I. **Acknowledgment of Addenda:** Include a signed and dated copy of last addendum issued by the County, if any.
 - J. **Conflict of Interest Statement:** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the RFP documents.
 - K. **Existing Contracts:** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.
 - L. **Alternative Disposal Sites:** The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.
 - M. **Past Performance:** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2010 – 2015). Please provide Contractor's explanation for the termination or dismissal.
 - N. **References** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.
2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
 - A. Loading, hauling, and reduction of debris
 - B. Ability to manage activation of multiple contracts
 - C. Methods for mobilization/demobilization
 - D. Documenting and resolving damages
 - E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
 - Project manager – must have five (5) years experience
 - Operations manager – must have three (3) years of experience

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.
4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.
5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.
9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these RFP documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 **CRITERIA FOR SELECTION**
Criteria for Selection

1. Experience assisting municipalities with debris hauling and processing as a primary contractor for the last seven years. Did one of the events involve the removal and processing of at least 1,000,000 CY of debris?

2. Previous experience operating Debris Management Sites (DMS). The Contractor should be familiar with all current federal and state requirements for operating a DMS in compliance with environmental regulations as well as remaining eligible for Public Assistance reimbursement.

3. History operating with an Automated Debris Management System (ADMS). It is the goal of local, state, and federal agencies to have hauling and processing data in a digital format.

4. Previous history of litigation and/or license sanctions.

5. Are there existing contracts with other municipalities in Florida, Alabama and Mississippi?

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

PART 5 SCOPE OF SERVICES

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency

roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
- j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP Under the Supplement Provisions, Debris Site Tower Specifications.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s). 25

- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

10. Removal of Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
1. The limb is two (2) inches or greater in diameter when measured at the break.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and

conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

12. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

13. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

16. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide

County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

17. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

18. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

19. Disposal of Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

- b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

20. Disposal of Construction and Demolition Debris

- a. Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. Cradle to Grave – ROW Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

25. Cradle to Grave – ROW C&D Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited

to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate

- b. that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- c. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
- e. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- f. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- g. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- h. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- a. The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.
- b. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage

the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.
- b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of
- c. dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration

of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

- d. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons

and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a

new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for remeasurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
- c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

- d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
- d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
- e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.
- j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.
- k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
- m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000		
15 - 29.99 miles	1,644,960		
30 - 44.99 miles	5,520		
45 miles or greater	5,520		
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000		
30 - 59.99 miles	118,680		
60 - 89.99 miles	13,800		
90 - 119.99 miles	1,380		
120 - 149.99 miles	1,380		
150 - 179.99 miles	1,380		
180 miles or greater	1,380		
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000		
30 - 59.99 miles	20,000		

	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		
	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000		
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000		

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000		
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384		
	15 - 29.99 miles	46,920		
	30 - 44.99 miles	65,688		
	45 - 59.99 miles	112,608		
	60 - 99.99 miles	140,760		
	100 - 199.99 miles	187,680		
	200 miles or greater	375,360		
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300		
	13 inch to 24.99 inch diameter	200		
	25 inch to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	100		
	49 inch and larger diameter	50		
	Hanger Removal (per Tree)	12,000		

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	50		
	49 inch and larger diameter	25		
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000		
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250		
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250		
	Vessels 22 linear feet and greater	100		
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120		

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300		
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250		
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500		
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000		
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400		
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000		

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000		
15 - 29.99 miles	20,000		
30 - 59.99 miles	5,000		
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000		
15 - 29.99 miles	5,000		
30 - 59.99 miles	2,000		
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000		
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000		

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000		
	Total:		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	\$55.00
Bobcat Loader	\$68.00
50' Bucket Truck	\$140.00
Crash Truck w/Impact Attenuator	\$150.00
Dozer, Tracked, D4 or Equivalent	\$97.00
Dozer, Tracked, D6 or Equivalent	\$150.00
Dozer, Tracked, D7 or Equivalent	\$175.00
Dozer, Tracked, D8 or Equivalent	\$250.00
Dump Truck, 10 CY-17 CY	\$65.00
Dump Truck, 18 CY-20 CY	\$74.50
Dump Truck, 21 CY-30 CY	\$85.00
Generator, 16 to 100 kW, List kW Capacity	\$40.00
Generator, 210 to 350 kW, List kW Capacity	\$85.00
Generator, 1,100 to 2,500 kW, List kW Capacity	\$100.00
Light Plant with Fuel and Support	\$55.00
Grader w/12' Blade	\$110.00
Hydraulic Excavator, 1.5 CY	\$125.00
Hydraulic Excavator, 2.5 CY	\$145.00
Knuckleboom Loader	\$165.00
Lowboy Trailer w/Tractor	\$95.00
Mobile Crane up to 15 Ton	\$460.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$65.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$85.00



Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$110.00
Vac Truck (Mist Capacity), List Capacity	\$150.00
Pickup Truck, .5 Ton	\$35.00
Skid-Steer Loader, 1,000 LB Capacity	\$65.00
Skid-Steer Loader, 2,000 LB Capacity	\$75.00
Tub Grinder, 800 to 1,000 HP	\$450.00
Track Hoe – John Deere 690 or Equivalent	\$140.00
Truck, Flatbed	\$60.00
4 Wheel Drive Lift for Tower	\$85.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	\$65.00
Wheel Loader, 2.5 CY, 950 or Similar	\$94.50
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	\$105.00
Wheel Loader, 4.5 CY, 980 or Similar	\$125.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$68.00
Other – Please List	
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	\$68.00
Crew Foreman w/Cell Phone and Pickup	\$65.00
Tree Climber/Chainsaw and Gear	\$60.00
Laborer w/Chain Saw	\$40.00

[illegible]

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000	\$5.10	\$19,706,400.00
15 - 29.99 miles	1,644,960	\$5.69	\$9,363,934.80
30 - 44.99 miles	5,520	\$6.33	\$34,914.00
45 miles or greater	5,520	\$6.90	\$38,088.00
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000	\$6.53	\$8,104,050.00
30 - 59.99 miles	118,680	\$7.65	\$907,902.00
60 - 89.99 miles	13,800	\$9.00	\$124,200.00
90 - 119.99 miles	1,380	\$11.37	\$15,686.46
120 - 149.99 miles	1,380	\$13.50	\$18,630.00
150 - 179.99 miles	1,380	\$15.56	\$21,474.18
180 miles or greater	1,380	\$17.32	\$23,896.08
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000	\$7.20	\$36,000.00
30 - 59.99 miles	20,000	\$7.20	\$144,000.00

	60 - 89.99 miles	20,000	\$8.40	\$168,000.00
	90 - 119.99 miles	10,000	\$8.40	\$84,000.00
	120 - 149.99 miles	10,000	\$8.40	\$84,000.00
	150 - 179.99 miles	5,000	\$8.40	\$42,000.00
	180 miles or greater	5,000	\$8.40	\$42,000.00
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$7.20	\$36,000.00
	30 - 59.99 miles	20,000	\$8.40	\$168,000.00
	60 - 89.99 miles	20,000	\$8.40	\$168,000.00
	90 - 119.99 miles	10,000	\$8.40	\$84,000.00
	120 - 149.99 miles	10,000	\$8.40	\$84,000.00
	150 - 179.99 miles	5,000	\$8.40	\$42,000.00
	180 miles or greater	5,000	\$8.40	\$42,000.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	\$1.75	\$5,796,000.00
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$1.25	\$1,380,000.00

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000	0.73	\$805,920.00
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384	\$2.54	\$23,835.36
	15 - 29.99 miles	46,920	\$2.79	\$130,906.80
	30 - 44.99 miles	65,688	\$3.05	\$200,348.40
	45 - 59.99 miles	112,608	\$3.30	\$371,606.40
	60 - 99.99 miles	140,760	\$3.45	\$485,622.00
	100 - 199.99 miles	187,680	\$3.80	\$713,184.00
	200 miles or greater	375,360	\$4.05	\$1,520,208.00
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	\$10.05	\$3,015.00
	13 inch to 24.99 inch diameter	200	\$25.05	\$5,010.00
	25 inch to 36.99 inch diameter	100	\$40.05	\$4,005.00
	37 inch to 48.99 inch diameter	100	\$100.05	\$10,005.00
	49 inch and larger diameter	50	\$150.05	\$7,502.50
	Hanger Removal (per Tree)	12,000	\$15.05	\$180,600.00

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total	
		Greater than 24 inches to 36.99 inch diameter	100	\$125.00	\$12,500.00
		37 inch to 48.99 inch diameter	50	\$225.00	\$11,250.00
		49 inch and larger diameter	25	\$300.00	\$7,500.00
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total	
		5,000	\$2.00	\$10,000.00	
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total	
		250	\$150.00	\$37,500.00	
14	14 Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total	
		Vessels less than 22 linear feet	250	\$100.00	\$25,000.00
		Vessels 22 linear feet and greater	100	\$200.00	\$20,000.00
15	Management and Operation of Staging Areas for 15 Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total	
		120	\$100.00	\$12,000.00	

16	16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
	Refrigerators and freezers requiring refrigerant recovery and decontamination	300	\$35.00	\$10,500.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	\$25.00	\$6,250.00
17	Work consists of the recovery and disposal of eligible e waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
		500	\$20.00	\$10,000.00
18	Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
		5,000	\$1.00	\$5,000.00
19	Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
		110,400		
20	Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
		552,000		

21	Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.				
		Estimated Quantity	\$ Per CY	Total	
		0 - 14.99 miles	140,000	\$6.40	\$896,000.00
		15 - 29.99 miles	20,000	\$6.80	\$136,000.00
	30 - 59.99 miles	5,000	\$8.00	\$40,000.00	
23	Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.				
		Estimated Quantity	\$ Per CY	Total	
		0 - 14.99 miles	50,000	\$6.40	\$320,000.00
		15 - 29.99 miles	5,000	\$6.80	\$34,000.00
	30 - 59.99 miles	2,000	\$8.00	\$16,000.00	
23	Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.				
		Estimated Quantity	\$ Per CY	Total	
		390,000	\$4.40	\$1,716,000.00	
24	Cradle to Grave ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.				
		Estimated Quantity	\$ Per CY	Total	
		5,520,000	\$11.25	\$62,100,000.00	

25	Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
		1,380,000	\$13.06	\$18,022,800.00
		Total:		\$134,669,243.98

Insurance Requirements

County Insurance Required

The contractor shall procure and maintain the following described insurance. 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, 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

\$1,000,000.00 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 General Liability policy shall be endorsed to include Escambia County is an additional insured and provide for 30 day notification of cancellation.

Business Auto Liability Coverage

\$1,000,000.00 required.

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

\$4,000,000.00 excess liability required.

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County

Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator

Office of Purchasing, Room 11.101

P.O. Box 1591

Pensacola, FL 32591-1591

Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Federal Contract Compliance Forms and Certifications

To be completed as applicable



FORM AGREEMENT FOR DEBRIS HAULING SERVICES (PD 14-15.053)

This Agreement is made this ____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and TAG Grinding Services, Inc., a for-profit corporation authorized to conduct business in the State of Georgia (hereinafter referred to as "Contractor"), whose federal identification number is 58-2373565, and whose principal address is 1750 Powder Springs Rd., Ste. 190, Marietta, GA 30064.

WITNESSETH:

WHEREAS, on April 27, 2015, the County issued a Request for Proposals (PD 14-15.053) seeking contractors to provide disaster recovery and debris removal management services; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals (the "Proposal"); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 9. The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Debris Hauling Services, Specification No. P.D. 14-15.053, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's cost proposal, attached hereto as **Exhibit B**.

5. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. 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.

6. Task Orders. The County shall issue written task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those services ordered pursuant to a task order may be compensated.

7. Contract Time and Extensions

Contractor shall diligently pursue the completion of the work. 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.

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 time for performance; 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.

8. Time for Performance 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 each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

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 completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved debris management or final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages

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 complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation,

and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination of Agreement.

a) Termination by Contractor. If work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the work should be stopped for a period of sixty (60) days by the Contractor, for the County's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice to County, request payment for all work executed through the date of termination.

b) Termination by County for Cause.

If the Contractor fails to perform any obligations under this Agreement, the County may, after seven (7) days written notice during which period the Contractor fails to commence correction of such obligation, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Contractor's right to proceed under the Agreement and make good such deficiencies. Payments to Contractor shall be reduced by the cost to the County of making good such deficiencies.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance of the payment, 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 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.

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.

c) Termination by County for Convenience and Right of Suspension.

County shall have the right to terminate this Agreement without cause upon seven (7) days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld 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.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) days prior written notice of such suspension. If all or any portion of the work is 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 Agreement. In no event shall the Contractor be entitled to any additional compensation or damages.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

a) 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.

b) Contractor agrees 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.

c) 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.

d) 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.

e) 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.

f) 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 herein, 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 32591-1591. 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.

g) All liability policies shall be underwritten on an "occurrence" basis, unless otherwise approved in writing by the County Department 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."

h) 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.

i) 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.

12. Performance and Payment Bonds.

a) Contractor shall provide Performance and Payment Bonds 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 this Agreement, 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.

13. Compliance with Laws. 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: the

Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable. In addition, Contractor shall comply with the following provisions, as applicable:

a) Compliance with the Contract Work and Hours Safety Standards Act (44 CFR §13.36(i)(6))-

- (1) No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.
- (3) The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in this section.

b) Notice of FEMA Reporting Requirements and Regulations (44 CFR §13.36(i)(7))-

(1) The state or county may use Public Assistance grant funding by FEMA to pay, in whole or in part, for costs incurred under this Agreement. As a condition of Public Assistance funding, FEMA requires various financial and performance reporting.

- a. It is important that the contractor is aware of these reporting requirements, as the state or county may require the contractor to provide certain information in order to satisfy these reporting requirements.
- b. Failure of the state or county to satisfy FEMA reporting requirements is a material breach of the FEMA-State Agreement and could result in loss of federal financial assistance awarded to fund this Agreement.

(2) The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 CFR §13.40
- b. 44 CFR §13.41
- c. 44 CFR §13.50(b)
- d. 44 CFR §206.204(f)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f. FEMA-State Agreement

(3) The state or county is required to submit to the following financial reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) The state or county is required to submit to the following performance reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(c) Access to Records (44 CFR §13.36(i)(10))-

(1) The contractor agrees to provide the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives access to any records or documents of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

(d) Retention of Records (44 CFR §13.36 (i)(11))-

The contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case contractor agrees to maintain same until the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(e) Compliance with the Clean Air Act and Clean Water Act (44 CFR §13.36 (i)(12))-

(1) Clean Air Act-

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended 42 USC § 7401, et seq.

b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act-

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 USC § 1251, et seq.

b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(f) Energy Conservation (44 CFR §13.36 (i)(13))- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(g) Suspension and Debarment-

(1) In the event this Agreement is a "covered transaction" as defined in 2 CFR pt. 180 and pt. 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935).

(2) If applicable, the contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contract Documents Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan
2. FEMA Field Manual: Public Assistance Grantee and Subgrantee Procurement Requirements (44 CFR PT. 13 and 2 CFR PT. 215), December 2014
3. FEMA 321 Public Assistance Policy Digest, January 2008
4. FEMA 322 Public Assistance Guide, June 2007
5. FEMA 323 Applicant Handbook, March 2010
6. FEMA 325 Debris Management Guide, July 2007
7. FEMA 327 Public Assistance Debris Monitoring Guide, October 2010
8. FEMA 329 Debris Estimating Field Guide, September 2010
9. Disaster Assistance Policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps, August 2009

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

16. 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>.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Permits, Licenses and Taxes. All permits and licenses necessary for the performance 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 performance of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof.

19. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Jerry Brooks
Attention: Tag Grinding Services
1750 Powder Springs Rd., Ste. 190
Marietta, GA 30064

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

21. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

23. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

24. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

25. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of this page intentionally blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

ATTEST:

CONTRACTOR:

By: President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: _____

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
DEBRIS HAULER
SPECIFICATION PD 14-15.053

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.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE AND INCLUDED WITH THE (1) ONE ORIGINAL AND (5) FIVE CD COPIES TO BE PROVIDED)
- SCHEDULE 1 HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE
- SCHEDULE 2 – UNIT RATE PRICE SCHEDULE
- ALL PROPOSAL REQUIREMENTS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

DEBRIS HAULER

SPECIFICATION NUMBER PD 14-15.053

Proposals Will Be Received Until: 3:00 p.m., CDT, Wednesday, May 27, 2015

**A Pre-Proposal will be held on Thursday, May 14, 2015 at 10:00 a.m., CDT at the Office of Purchasing,
Conference Room 11.407
All Proposers are encouraged to attend.**

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

**Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

**Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

**Technical Assistance:
Jim Howes
Recycling Operations Manager
Solid Waste
13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2144
Fax: (850) 937-2752
Email: jehowes@co.escambia.fl.us**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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.

**DEBRIS HAULER
PD 14-15.053**

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SOLICITATION, OFFER AND AWARD FORM**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., CPPO, CPPB

PROPOSALS

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR**DEBRIS HAULER****SOLICITATION NUMBER: PD 14-15.053****SOLICITATION**

MAILING DATE: Monday, April 27, 2015

PRE-PROPOSAL: Thursday, May 14, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 All

Proposers are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, May 27, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

REASON FOR NO OFFER: _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

* SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR

Name and Title of Signer (Type or Print)

Name of Offeror

By _____

Signature of Person Authorized to Sign

Date

ATTEST: _____

Corporate Secretary

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

ATTEST: _____

Witness

Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____

County Administrator

Date

WITNESS _____

Date

WITNESS _____

Date

Awarded Date _____

Effective Date _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

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

Technical questions regarding this Request for Proposal shall be directed to Jim Howes, Solid Waste Manager, Telephone (850) 937-2144, Fax (850) 937-2152 and Procurement questions should be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4805, Email: joe_pillitary@co.escambia.fl.us no later than 5pm, CDT, on Thursday, May 21, 2015.

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.....April 27, 2015
- B. Receipt of proposalsMay 27, 2015 at 3:00p.m., CDT, Office of Purchasing Conference Room 11.407
- C. Pre-Proposal Meeting.....May 14, 2015 at 10:00a.m, CDT, Office of Purchasing Conference Room, 11.407
- D. First Committee Meeting.....June 2, 2015 at 10:00 a.m. CDT, Office of Purchasing Conference Room 11.407

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original on paper and five (5) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. *Abandoned Vehicles* – *Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.*
2. *Abandoned Vessels* – *Registered vessels including boats and personal water craft that have been displaced by a disaster event.*
3. *Authorized Representative* – *County employees and/or contracted individuals designated by the County or County Debris Manager.*
4. *CFR* – *Code of Federal Regulations*
5. *Construction and Demolition Debris* – *FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.*

Current eligibility criteria include:

 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
6. *Contract* – *shall mean RFP.*
7. *County* – *Escambia County, Florida*
8. *County Debris Manager* – *The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.*
9. *County Designated Final Disposal Site* – *Final disposal sites or end users as designated and approved in writing by the County.*
10. *Demobilization* – *Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.*
11. *Disaster Specific Guidance* – *Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a*

number and is generally referred to, along with their numerical identification.

12. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.
13. **DMS** – Temporary debris management site
14. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.
15. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
16. **EPA** – United States Environmental Protection Agency
17. **E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).
18. **FDH** – Florida Department of Health
19. **FDOT** – Florida Department of Transportation
20. **FEMA** – Federal Emergency Management Agency
21. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
22. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
23. **Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

24. Hazardous Tree – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

25. Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

26. Household Hazardous Waste – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. OSHA – Occupational Safety and Health Administration

28. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

29. RCRA - Resource Conservation and Recovery Act

30. ROE – Right-of-entry

31. ROW – Right-of-way

32. **RFP** – Request for proposal
33. **RRC** – Rapid Response Crew
34. **State**- State of Florida.
35. **TSDF** – Hazardous Waste Treatment, Storage and Disposal Facility.
36. **Temporary Debris Management Site** – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
37. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
38. **Vegetative Debris** – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
39. **White Goods** – As outlined in FEMA Publication 325, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. Required Submittals:

- A. ***Letter of Transmittal:*** This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.
- D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.
- G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business.
- H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

- I. **Acknowledgment of Addenda:** Include a signed and dated copy of last addendum issued by the County, if any.
 - J. **Conflict of Interest Statement:** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the RFP documents.
 - K. **Existing Contracts:** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.
 - L. **Alternative Disposal Sites:** The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.
 - M. **Past Performance:** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2010 – 2015). Please provide Contractor's explanation for the termination or dismissal.
 - N. **References** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.
2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
 - A. Loading, hauling, and reduction of debris
 - B. Ability to manage activation of multiple contracts
 - C. Methods for mobilization/demobilization
 - D. Documenting and resolving damages
 - E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
- Project manager – must have five (5) years experience
 - Operations manager – must have three (3) years of experience

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.
5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.
9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these RFP documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 CRITERIA FOR SELECTION

Criteria for Selection

1. Experience assisting municipalities with debris hauling and processing as a primary contractor for the last seven years. Did one of the events involve the removal and processing of at least 1,000,000 CY of debris?

2. Previous experience operating Debris Management Sites (DMS). The Contractor should be familiar with all current federal and state requirements for operating a DMS in compliance with environmental regulations as well as remaining eligible for Public Assistance reimbursement.

3. History operating with an Automated Debris Management System (ADMS). It is the goal of local, state, and federal agencies to have hauling and processing data in a digital format.

4. Previous history of litigation and/or license sanctions.

5. Are there existing contracts with other municipalities in Florida, Alabama and Mississippi?

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

PART 5 SCOPE OF SERVICES

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency

roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
- j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP Under the Supplement Provisions, Debris Site Tower Specifications.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. **DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s). 25

- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

10. Removal of Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
1. The limb is two (2) inches of greater in diameter when measured at the break.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and

conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

12. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

13. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

16. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide

County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

17. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

18. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

19. Disposal of Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

- b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

20. Disposal of Construction and Demolition Debris

- a. Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. Cradle to Grave – ROW Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

25. Cradle to Grave – ROW C&D Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited

to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate

- b. that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- c. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
- e. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- f. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- g. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- h. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- a. The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.
- b. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage

the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.
- b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of
- c. dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration

of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

- d. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons

and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a

new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for remeasurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
- c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
 - The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

- d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight ticket numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
- d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
- e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.
- j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.
- k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
- m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000		
15 - 29.99 miles	1,644,960		
30 - 44.99 miles	5,520		
45 miles or greater	5,520		
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000		
30 - 59.99 miles	118,680		
60 - 89.99 miles	13,800		
90 - 119.99 miles	1,380		
120 - 149.99 miles	1,380		
150 - 179.99 miles	1,380		
180 miles or greater	1,380		
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000		
30 - 59.99 miles	20,000		

	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		
	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000		
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000		

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000		
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
		0 - 14.99 miles	9,384	
		15 - 29.99 miles	46,920	
		30 - 44.99 miles	65,688	
		45 - 59.99 miles	112,608	
		60 - 99.99 miles	140,760	
		100 - 199.99 miles	187,680	
		200 miles or greater	375,360	
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
		6 inch to 12.99 inch diameter	300	
		13 inch to 24.99 inch diameter	200	
		25 inch to 36.99 inch diameter	100	
		37 inch to 48.99 inch diameter	100	
		49 inch and larger diameter	50	
		Hanger Removal (per Tree)	12,000	

11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
Greater than 24 inches to 36.99 inch diameter	100		
37 inch to 48.99 inch diameter	50		
49 inch and larger diameter	25		
12 Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
	5,000		
13 Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	250		
14 Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
Vessels less than 22 linear feet	250		
Vessels 22 linear feet and greater	100		
15 Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
	120		

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300		
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250		
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500		
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000		
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400		
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000		

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000		
15 - 29.99 miles	20,000		
30 - 59.99 miles	5,000		
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000		
15 - 29.99 miles	5,000		
30 - 59.99 miles	2,000		
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000		
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000		

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000		
	Total:		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	135.00
Bobcat Loader	55.00
50' Bucket Truck	135.00
Crash Truck w/Impact Attenuator	265.00
Dozer, Tracked, D4 or Equivalent	115.00
Dozer, Tracked, D6 or Equivalent	175.00
Dozer, Tracked, D7 or Equivalent	195.00
Dozer, Tracked, D8 or Equivalent	210.00
Dump Truck, 10 CY-17 CY	55.00
Dump Truck, 18 CY-20 CY	60.00
Dump Truck, 21 CY-30 CY	65.00
Generator, 16 to 100 kW, List kW Capacity 56kw	75.00
Generator, 210 to 350 kW, List kW Capacity 240kw	200.00
Generator, 1,100 to 2,500 kW, List kW Capacity 1mw	350.00
Light Plant with Fuel and Support	45.00
Grader w/12' Blade	175.00
Hydraulic Excavator, 1.5 CY	85.00
Hydraulic Excavator, 2.5 CY	95.00
Knuckleboom Loader	85.00
Lowboy Trailer w/Tractor	110.00
Mobile Crane up to 15 Ton	150.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	110.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	250.00



Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	375.00
Vac Truck (Mist Capacity), List Capacity	175.00
Pickup Truck, .5 Ton	45.00
Skid-Steer Loader, 1,000 LB Capacity	55.00
Skid-Steer Loader, 2,000 LB Capacity	60.00
Tub Grinder, 800 to 1,000 HP	550.00
Track Hoe – John Deere 690 or Equivalent	115.00
Truck, Flatbed	65.00
4 Wheel Drive Lift for Tower	25.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	65.00
Wheel Loader, 2.5 CY, 950 or Similar	85.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	95.00
Wheel Loader, 4.5 CY, 980 or Similar	110.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	65.00
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	85.00
Crew Foreman w/Cell Phone and Pickup	65.00
Tree Climber/Chainsaw and Gear	135.00
Laborer w/Chain Saw	35.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000	6.75	26,082,000
15 - 29.99 miles	1,644,960	7.00	11,514,720
30 - 44.99 miles	5,520	7.45	41,124
45 miles or greater	5,520	8.00	44,160
			37,682,004
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000	7.00	8,694,000
30 - 59.99 miles	118,680	7.35	890,100
60 - 89.99 miles	13,800	7.75	106,950
90 - 119.99 miles	1,380	9.50	13,110
120 - 149.99 miles	1,380	10.25	14,145
150 - 179.99 miles	1,380	11.00	15,180
180 miles or greater	1,380	15.00	20,700
			9,754,185
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000	48.00	240,000
30 - 59.99 miles	20,000	49.50	990,000

	60 - 89.99 miles	20,000	51.00	1,020,000
	90 - 119.99 miles	10,000	52.00	520,000
	120 - 149.99 miles	10,000	54.00	540,000
	150 - 179.99 miles	5,000	57.00	285,000
	180 miles or greater	5,000	60.00	300,000
				3,895,000
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	85.00	425,000
	30 - 59.99 miles	20,000	87.00	1,740,000
	60 - 89.99 miles	20,000	88.00	1,760,000
	90 - 119.99 miles	10,000	90.00	900,000
	120 - 149.99 miles	10,000	92.00	920,000
	150 - 179.99 miles	5,000	94.00	470,000
	180 miles or greater	5,000	97.00	485,000
				6,700,000
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	2.50	8,280,000
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	2.35	2,594,400

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000	2.00	2,208,000
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	9,384	3.00	28,152
	15 - 29.99 miles	46,920	3.35	152,490
	30 - 44.99 miles	65,688	3.75	246,330
	45 - 59.99 miles	112,608	4.10	349,084.80
	60 - 99.99 miles	140,760	4.50	633,420
	100 - 199.99 miles	187,680	7.50	1,407,600
	200 miles or greater	375,360	10.00	3,753,600
				6,570,676.8
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	50.00	15,000
	13 inch to 24.99 inch diameter	200	100.00	20,000
	25 inch to 36.99 inch diameter	100	175.00	17,500
	37 inch to 48.99 inch diameter	100	250.00	25,000
	49 inch and larger diameter	50	350.00	17,500
	Hanger Removal (per Tree)	12,000	58.00	696,000

791,000

11 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
Greater than 24 inches to 36.99 inch diameter	100	250.00	25,000
37 inch to 48.99 inch diameter	50	350.00	17,500
49 inch and larger diameter	25	450	11,250
			53,750
12 Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
	5,000	15.00	7,500
13 Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	250	175.00	43,750
14 Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
Vessels less than 22 linear feet	250	250.00	62,500
Vessels 22 linear feet and greater	100	450.00	45,000
			107,500
15 Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
	120	500	60,000

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000	25.00	3,500,000
15 - 29.99 miles	20,000	26.00	520,000
30 - 59.99 miles	5,000	27.50	137,500
			4,157,500
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000	26.50	1,325,000
15 - 29.99 miles	5,000	27.50	137,500
30 - 59.99 miles	2,000	29.00	58,000
			1,520,500
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000	15.00	5,850,000
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000	14.50	80,040,000
			Plus Disposal Cost At Pass Thru

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000	15.00	20,700,000
	Total:		191,051,465.80

Plus Disposal Cost At Pass Thru

Insurance Requirements

County Insurance Required

The contractor shall procure and maintain the following described insurance. 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, 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

\$1,000,000.00 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 General Liability policy shall be endorsed to include Escambia County is an additional insured and provide for 30 day notification of cancellation.

Business Auto Liability Coverage

\$1,000,000.00 required.

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

\$4,000,000.00 excess liability required.

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

**Escambia County
Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805**

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

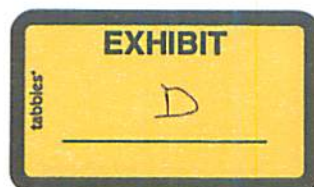
Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Federal Contract Compliance Forms and Certifications

To be completed as applicable



FORM AGREEMENT FOR DEBRIS HAULING SERVICES (PD 14-15.053)

This Agreement is made this ____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and TFR Enterprises, Inc., a for-profit corporation authorized to conduct business in the State of Texas (hereinafter referred to as "Contractor"), whose federal identification number is 72-1149862, and whose principal address is 601 Leander Drive, Leander, TX 78641.

WITNESSETH:

WHEREAS, on April 27, 2015, the County issued a Request for Proposals (PD 14-15.053) seeking contractors to provide disaster recovery and debris removal management services; and

WHEREAS, the Contractor submitted a proposal in response to the County's Request for Proposals (the "Proposal"); and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 9. The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of three (3) years and six (6) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals for Debris Hauling Services, Specification No. P.D. 14-15.053, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's cost proposal, attached hereto as **Exhibit B**.

5. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

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.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. 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.

6. Task Orders. The County shall issue written task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which performance needs to be accomplished will be stated in the order. No minimum quantity of work is guaranteed during the term of this agreement, and only those services ordered pursuant to a task order may be compensated.

7. Contract Time and Extensions

Contractor shall diligently pursue the completion of the work. 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.

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 time for performance; 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.

8. Time for Performance 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 each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

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 completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved debris management or final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages

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 complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation,

and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Termination of Agreement.

a) Termination by Contractor. If work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the work should be stopped for a period of sixty (60) days by the Contractor, for the County's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice to County, request payment for all work executed through the date of termination.

b) Termination by County for Cause.

If the Contractor fails to perform any obligations under this Agreement, the County may, after seven (7) days written notice during which period the Contractor fails to commence correction of such obligation, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate Contractor's right to proceed under the Agreement and make good such deficiencies. Payments to Contractor shall be reduced by the cost to the County of making good such deficiencies.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance of the payment, 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 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.

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.

c) Termination by County for Convenience and Right of Suspension.

County shall have the right to terminate this Agreement without cause upon seven (7) days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld 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.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) days prior written notice of such suspension. If all or any portion of the work is 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 Agreement. In no event shall the Contractor be entitled to any additional compensation or damages.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

a) 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.

b) Contractor agrees 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.

c) 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.

d) 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.

e) 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.

f) 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 herein, 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.

g) All liability policies shall be underwritten on an "occurrence" basis, unless otherwise approved in writing by the County Department 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."

h) 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.

i) 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.

12. Performance and Payment Bonds.

a) Contractor shall provide Performance and Payment Bonds 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 this Agreement, 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.

13. Compliance with Laws. 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: the

Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable. In addition, Contractor shall comply with the following provisions, as applicable:

a) Compliance with the Contract Work and Hours Safety Standards Act (44 CFR §13.36(i)(6))-

- (1) No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.
- (3) The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in this section.

b) Notice of FEMA Reporting Requirements and Regulations (44 CFR §13.36(i)(7))-

(1) The state or county may use Public Assistance grant funding by FEMA to pay, in whole or in part, for costs incurred under this Agreement. As a condition of Public Assistance funding, FEMA requires various financial and performance reporting.

- a. It is important that the contractor is aware of these reporting requirements, as the state or county may require the contractor to provide certain information in order to satisfy these reporting requirements.
- b. Failure of the state or county to satisfy FEMA reporting requirements is a material breach of the FEMA-State Agreement and could result in loss of federal financial assistance awarded to fund this Agreement.

(2) The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 CFR §13.40
- b. 44 CFR §13.41
- c. 44 CFR §13.50(b)
- d. 44 CFR §206.204(f)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)
- f. FEMA-State Agreement

(3) The state or county is required to submit to the following financial reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) The state or county is required to submit to the following performance reports to FEMA:

- a. Initial Report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. Quarterly Reports due on January 30, April 30, July 30, and October 30 until submission of the final report.
- c. Final Report within 90 days of the end of the period of performance for the Public Assistance grant.

(c) Access to Records (44 CFR §13.36(i)(10))-

- (1) The contractor agrees to provide the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives access to any records or documents of the contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- (d) Retention of Records (44 CFR §13.36 (i)(11))-
The contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case contractor agrees to maintain same until the state or county, the FEMA administrator, the Comptroller General of the US, or any other authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.
- (e) Compliance with the Clean Air Act and Clean Water Act (44 CFR §13.36 (i)(12))-
- (1) Clean Air Act-
 - a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended 42 USC § 7401, et seq.
 - b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.
 - (2) Federal Water Pollution Control Act-
 - a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 USC § 1251, et seq.
 - b. The contractor agrees to report each violation to the state or county and understands and agrees that the state or county will, in turn, report each violation as required to assure notification to FEAM and the appropriate EPA Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

(f) Energy Conservation (44 CFR §13.36 (i)(13))- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(g) Suspension and Debarment-

(1) In the event this Agreement is a "covered transaction" as defined in 2 CFR pt. 180 and pt. 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 CFR § 180.940) or disqualified (as defined in 2 CFR § 180.935).

(2) If applicable, the contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Contract Documents Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan
2. FEMA Field Manual: Public Assistance Grantee and Subgrantee Procurement Requirements (44 CFR PT. 13 and 2 CFR PT. 215), December 2014
3. FEMA 321 Public Assistance Policy Digest, January 2008
4. FEMA 322 Public Assistance Guide, June 2007
5. FEMA 323 Applicant Handbook, March 2010
6. FEMA 325 Debris Management Guide, July 2007
7. FEMA 327 Public Assistance Debris Monitoring Guide, October 2010
8. FEMA 329 Debris Estimating Field Guide, September 2010
9. Disaster Assistance Policy 9580.204, Documenting and Validating Hazardous Trees, Limbs, and Stumps, August 2009

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

16. 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>.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

18. Permits, Licenses and Taxes. All permits and licenses necessary for the performance 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 performance of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof.

19. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: TFR Enterprises, Inc.
Attention: Tipton Rowland
601 Leander Drive
Leander, TX 78641

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

21. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

22. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

23. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

24. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

25. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

27. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of this page intentionally blank]

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

CONTRACTOR:

ATTEST:

By: _____
President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: Kathleen Arch
Date: 7/21/15

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
DEBRIS HAULER
SPECIFICATION PD 14-15.053

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.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE AND INCLUDED WITH THE (1) ONE ORIGINAL AND (5) FIVE CD COPIES TO BE PROVIDED)
- SCHEDULE 1 HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE
- SCHEDULE 2 – UNIT RATE PRICE SCHEDULE
- ALL PROPOSAL REQUIREMENTS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

DEBRIS HAULER

SPECIFICATION NUMBER PD 14-15.053

Proposals Will Be Received Until: 3:00 p.m., CDT, Wednesday, May 27, 2015

**A Pre-Proposal will be held on Thursday, May 14, 2015 at 10:00 a.m., CDT at the Office of Purchasing,
Conference Room 11.407
All Proposers are encouraged to attend.**

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

**Board of County Commissioners
Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May**

**Procurement Assistance:
Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Phone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

**Technical Assistance:
Jim Howes
Recycling Operations Manager
Solid Waste
13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2144
Fax: (850) 937-2752
Email: jehowes@co.escambia.fl.us**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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.

**DEBRIS HAULER
PD 14-15.053**

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SOLICITATION, OFFER AND AWARD FORM**SUBMIT OFFERS TO:**

Joe F. Pillitary, Jr., CPPO, CPPB

PROPOSALS

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

REQUEST FOR**DEBRIS HAULER****SOLICITATION NUMBER: PD 14-15.053****SOLICITATION**

MAILING DATE: Monday, April 27, 2015

PRE-PROPOSAL: Thursday, May 14, 2015 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 All Proposers are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, May 27, 2015 and may not be withdrawn within 90 days after such date and time.**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)**Failure to execute this Form binding the bidder proposer's offer shall result in this bid/proposal being rejected as non-responsive.***FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:****TERMS OF PAYMENT:****VENDOR NAME:** _____**ADDRESS:** _____**CITY, ST. & ZIP:** _____**PHONE NO.:** (____) _____**TOLL FREE NO.:** (____) _____**FAX NO.:** (____) _____**REASON FOR NO OFFER:** _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**(TYPED OR PRINTED)**

*

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)****AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded offeror shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded offeror is incorporated by reference herein and made a part of this contract.

OFFEROR**Name and Title of Signer (Type or Print)****Name of Offeror****By** _____

Signature of Person Authorized to Sign

Date

ATTEST: _____

Corporate Secretary

Date

[CORPORATE SEAL]**ATTEST:** _____

Witness

Date

ATTEST: _____

Witness

Date

ESCAMBIA COUNTY FLORIDA**Name and Title of Signer (Type or Print)****By** _____

County Administrator

Date

WITNESS _____

Date

WITNESS _____

Date

Awarded Date _____**Effective Date** _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

PART A SUMMARY

Escambia County is soliciting proposals from interested and qualified firms experienced in providing a full range of services in disaster recovery and debris removal management and services. Escambia County intends to issue contracts to multiple proposers based on the cost proposals.

PART 1 GENERAL INFORMATION

1-1 PURPOSE:

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the Professional Services of qualified contractors to establish one or more contracts for Disaster Debris Removal and reduction disposal and other emergency cleanup services following a debris generating event such as a tropical storm or other natural and man-made disasters.

1-2 OBJECTIVE

The primary objective of the RFP is the selection of the most qualified and experienced Contractors that are most advantageous to the County.

1-3 ISSUING OFFICER

The Contract Administrator shall be Jack Brown, County Administrator. The liaison officer shall be Jim Howes, Solid Waste. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

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

Technical questions regarding this Request for Proposal shall be directed to Jim Howes, Solid Waste Manager, Telephone (850) 937-2144, Fax (850) 937-2152 and Procurement questions should be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, Fax (850) 595-4805, Email: joe_pillitary@co.escambia.fl.us no later than 5pm, CDT, on Thursday, May 21, 2015.

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.....April 27, 2015
- B. Receipt of proposalsMay 27, 2015 at 3:00p.m., CDT, Office of Purchasing Conference Room 11.407
- C. Pre-Proposal Meeting.....May 14, 2015 at 10:00a.m, CDT, Office of Purchasing Conference Room, 11.407
- D. First Committee Meeting.....June 2, 2015 at 10:00 a.m. CDT, Office of Purchasing Conference Room 11.407

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original on paper and five (5) copies on compact discs of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration on a Compact Discs (CD).

1-10 NEGOTIATIONS

The contents of the proposals of the qualified firms shall become a basis for contractual negotiations.

1-11 PRIME CONTRACT RESPONSIBILITIES

The selected contractor(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-12 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-13 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-14 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART 2 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. ***Abandoned Vehicles*** – *Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.*
2. ***Abandoned Vessels*** – *Registered vessels including boats and personal water craft that have been displaced by a disaster event.*
3. ***Authorized Representative*** – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. ***CFR*** – Code of Federal Regulations
5. ***Construction and Demolition Debris*** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.
 Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
6. ***Contract*** – shall mean RFP.
7. ***County*** – Escambia County, Florida
8. ***County Debris Manager*** – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
9. ***County Designated Final Disposal Site*** – Final disposal sites or end users as designated and approved in writing by the County.
10. ***Demobilization*** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
11. ***Disaster Specific Guidance*** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a

number and is generally referred to, along with their numerical identification.

12. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased as a result of a disaster event and represent a threat to public health and safety.
13. **DMS** – Temporary debris management site
14. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during the course of a debris removal project.
15. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
16. **EPA** – United States Environmental Protection Agency
17. **E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).
18. **FDH** – Florida Department of Health
19. **FDOT** – Florida Department of Transportation
20. **FEMA** – Federal Emergency Management Agency
21. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
22. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
23. **Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

24. *Hazardous Tree* – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

25. *Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

26. *Household Hazardous Waste* – The Resource Conservation and Recovery Act (RCRA) defines Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

27. *OSHA* – Occupational Safety and Health Administration

28. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

29. *RCRA* - Resource Conservation and Recovery Act

30. *ROE* – Right-of-entry

31. *ROW* – Right-of-way

32. **RFP** – Request for proposal
33. **RRC** – Rapid Response Crew
34. **State**- State of Florida.
35. **TSDf** – Hazardous Waste Treatment, Storage and Disposal Facility.
36. **Temporary Debris Management Site** – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
37. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
38. **Vegetative Debris** – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
39. **White Goods** – As outlined in FEMA Publication 325, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

PART 3 PROPOSAL REQUIREMENTS

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond required submittals and resumes.

The proposal must be divided into nine (9) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine (9) sections shall be named:

1. **Required Submittals:**

- A. ***Letter of Transmittal:*** This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. ***Type of Business:*** The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. ***FEIN:*** Provide the **Federal Employer Identification Number** of the Proposer.
- D. ***SSN:*** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- E. ***Principals:*** The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. ***Corporate Information:*** If a Proposer is a corporation, it shall be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Florida.
- G. ***Summary of Litigation:*** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business.
- H. ***License Sanctions:*** List any regulatory or license agency sanctions in calendar years 2010 through 2015 which is related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

- I. ***Acknowledgment of Addenda:*** Include a signed and dated copy of last addendum issued by the County, if any.
 - J. ***Conflict of Interest Statement:*** The Proposer shall provide information requested on the Conflict of Interest Statement Form, included in the RFP documents.
 - K. ***Existing Contracts:*** The Proposer shall provide a listing of current contracts in Florida, Alabama and Mississippi. The Proposer shall also provide a map of Florida depicting current contract locations. Indicate commitment of availability of staff and resources to Escambia County.
 - L. ***Alternative Disposal Sites:*** The Proposers shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.
 - M. ***Past Performance:*** Proposer(s) shall provide required information of experience in projects with similar complexity within the past seven (7) years. Project experience is defined as work completed for a single applicant and disaster and cannot include a combination of applicants. One project must have involved the removal and processing of greater than one (1) million cubic yards of debris. Required information from each project listed includes total cubic yards (or tons) collected, total revenue to Contractor, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may NOT use past experience as a subcontractor to demonstrate past experience.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past five years (2010 – 2015). Please provide Contractor's explanation for the termination or dismissal.
 - N. ***References*** - Provide references from existing contracts and/or past clients' for which the Proposer has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 500,000 cubic yards.
2. **Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
 - A. Loading, hauling, and reduction of debris
 - B. Ability to manage activation of multiple contracts
 - C. Methods for mobilization/demobilization
 - D. Documenting and resolving damages
 - E. Invoicing and data management

3. **Key Personnel:** Provide a summary table of the Contractor's key personnel assigned to the County in the event of contract activation. The summary shall include key personnel's role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel shall have the following experience:
- Project manager – must have five (5) years experience
 - Operations manager – must have three (3) years of experience

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

4. **Resumes:** Provide resumes for the project manager, operations manager and other key personnel proposed for this program. Resumes will not be counted toward the twenty-five (25) page limit.
5. **Typical DMS Site Safety Plan and Operational Plan:** Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
6. **Subcontracting Plan:** Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; a list of sub-contractors proposed for this project indicating participation by local sub-contractors and the overall percentage of work scheduled to be performed by local sub-contractors; Proposer's policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25, Section ##. Insurance. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement, Section ##. Insurance.
9. **Price Proposal:** The Proposer shall submit Price Proposal forms included in these RFP documents. Bidders are warned to price each line item / section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g. one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

PART 4 **CRITERIA FOR SELECTION**
Criteria for Selection

1. Experience assisting municipalities with debris hauling and processing as a primary contractor for the last seven years. Did one of the events involve the removal and processing of at least 1,000,000 CY of debris?

2. Previous experience operating Debris Management Sites (DMS). The Contractor should be familiar with all current federal and state requirements for operating a DMS in compliance with environmental regulations as well as remaining eligible for Public Assistance reimbursement.

3. History operating with an Automated Debris Management System (ADMS). It is the goal of local, state, and federal agencies to have hauling and processing data in a digital format.

4. Previous history of litigation and/or license sanctions.

5. Are there existing contracts with other municipalities in Florida, Alabama and Mississippi?

Background

Escambia County, Florida (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

PART 5 SCOPE OF SERVICES

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DMS or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency

roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DMS or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).

- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
 - g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
 - h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
 - i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).
 - j. Contractor is responsible for providing County approved twenty-four (24)-hour DMS security.
 - k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
 - l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
 - m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.
7. **DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an Air Curtain Incinerator (ACI) of eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing County approved twenty-four (24) -hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP Under the Supplement Provisions, Debris Site Tower Specifications.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.
- j. Contractor is responsible for providing twenty-four (24)-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (Under the Supplement Provisions, Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

10. Removal of Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
1. The limb is two (2) inches of greater in diameter when measured at the break.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and

conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

12. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of eligible HHW.

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

13. Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County.

Abandoned Vehicle shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling shall be containerized, hauled to the vehicle staging area and appropriately labeled for disposal.

The removed eligible vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of eligible Abandoned Vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

14. Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel shall be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions should be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling shall be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed eligible vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labelled container and staged for disposal at a facility permitted to accept contaminated petroleum products. The vessel once evacuated of all free liquids will be subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped an approved containment area to stage containers of free liquids removed from the vessels, security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vessels.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

15. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of eligible abandoned vehicles or vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDH. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved twenty-four (24) -hour staging site security
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

16. ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide

County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

17. E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

18. Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

19. Disposal of Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

- b. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- c. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

20. Disposal of Construction and Demolition Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.
- d. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- e. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- f. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

21. ROW Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.

24. Cradle to Grave – ROW Vegetative Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 6, 9, and 19.

25. Cradle to Grave – ROW C&D Debris

- a. Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DMS operations, haul-out, and sanitary disposal of eligible C&D Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 6 (if required), 9 (if required), and 20.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Escambia County Public Works Office within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Debris Management Site (DMS) or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited

to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate

- b. that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- c. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
- e. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- f. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- g. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- h. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- a. The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.
- b. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage

the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.
- b. The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of
- c. dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration

of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

- d. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons

and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a

new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for remeasurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
- c. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
 - The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- d. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Proposer will be required to comply with the requirements of the ADMS technology.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a County Designated Final Disposal Site, will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight ticket numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County shall determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
- d. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
- e. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- i. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.
- j. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.
- k. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- l. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
- m. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2	ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	3,864,000		
	15 - 29.99 miles	1,644,960		
	30 - 44.99 miles	5,520		
	45 miles or greater	5,520		
3	ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	1,242,000		
	30 - 59.99 miles	118,680		
	60 - 89.99 miles	13,800		
	90 - 119.99 miles	1,380		
	120 - 149.99 miles	1,380		
	150 - 179.99 miles	1,380		
	180 miles or greater	1,380		
4	Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		

	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000		
	30 - 59.99 miles	20,000		
	60 - 89.99 miles	20,000		
	90 - 119.99 miles	10,000		
	120 - 149.99 miles	10,000		
	150 - 179.99 miles	5,000		
	180 miles or greater	5,000		
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000		
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000		

8	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
		1,104,000		
9	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles		9,384		
15 - 29.99 miles		46,920		
30 - 44.99 miles		65,688		
45 - 59.99 miles		112,608		
60 - 99.99 miles		140,760		
100 - 199.99 miles		187,680		
200 miles or greater		375,360		
10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter		300		
13 inch to 24.99 inch diameter		200		
25 inch to 36.99 inch diameter		100		
37 inch to 48.99 inch diameter		100		
49 inch and larger diameter		50		
Hanger Removal (per Tree)		12,000		

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	50		
	49 inch and larger diameter	25		
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000		
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250		
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250		
	Vessels 22 linear feet and greater	100		
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120		

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300		
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250		
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500		
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000		
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400		
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000		

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000		
15 - 29.99 miles	20,000		
30 - 59.99 miles	5,000		
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000		
15 - 29.99 miles	5,000		
30 - 59.99 miles	2,000		
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000		
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000		

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000		
	Total:		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	\$ 195.00
Bobcat Loader	\$ 85.00
50' Bucket Truck	\$ 250.00
Crash Truck w/Impact Attenuator	\$ 125.00
Dozer, Tracked, D4 or Equivalent	\$ 100.00
Dozer, Tracked, D6 or Equivalent	\$ 120.00
Dozer, Tracked, D7 or Equivalent	\$ 450.00
Dozer, Tracked, D8 or Equivalent	\$ 500.00
Dump Truck, 10 CY-17 CY	\$ 100.00
Dump Truck, 18 CY-20 CY	\$ 110.00
Dump Truck, 21 CY-30 CY	\$ 120.00
Generator, 16 to 100 kW, List kW Capacity	\$ 50.00
Generator, 210 to 350 kW, List kW Capacity	\$ 250.00
Generator, 1,100 to 2,500 kW, List kW Capacity	\$ 1,250.00
Light Plant with Fuel and Support	\$ 100.00
Grader w/12' Blade	\$ 200.00
Hydraulic Excavator, 1.5 CY	\$ 145.00
Hydraulic Excavator, 2.5 CY	\$ 155.00
Knuckleboom Loader	\$ 150.00
Lowboy Trailer w/Tractor	\$ 150.00
Mobile Crane up to 15 Ton	\$ 175.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 45.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 65.00



Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$ 85.00
Vac Truck (Mist Capacity), List Capacity	\$ 195.00
Pickup Truck, .5 Ton	\$ 20.00
Skid-Steer Loader, 1,000 LB Capacity	\$ 115.00
Skid-Steer Loader, 2,000 LB Capacity	\$ 125.00
Tub Grinder, 800 to 1,000 HP	\$ 350.00
Track Hoe – John Deere 690 or Equivalent	\$ 160.00
Truck, Flatbed	\$ 115.00
4 Wheel Drive Lift for Tower	\$ 85.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	\$ 85.00
Wheel Loader, 2.5 CY, 950 or Similar	\$ 165.00
Wheel Loader, 3.5 – 4.0 CY, 986 or Similar	\$ 185.00
Wheel Loader, 4.5 CY, 980 or Similar	\$ 195.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$ 155.00
Other – Please List	n/a

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	\$ 90.00
Crew Foreman w/Cell Phone and Pickup	\$ 70.00
Tree Climber/Chainsaw and Gear	\$ 90.00
Laborer w/Chain Saw	\$ 45.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000	\$ 6.86	\$ 26,507,040.00
15 - 29.99 miles	1,644,960	\$ 7.86	\$ 12,929,385.60
30 - 44.99 miles	5,520	\$ 9.86	\$ 54,427.20
45 miles or greater	5,520	\$ 11.86	\$ 65,467.20
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000	\$ 7.73	\$ 9,600,660.00
30 - 59.99 miles	118,680	\$ 9.23	\$ 1,095,416.40
60 - 89.99 miles	13,800	\$ 10.73	\$ 148,074.00
90 - 119.99 miles	1,380	\$ 12.73	\$ 17,567.40
120 - 149.99 miles	1,380	\$ 15.73	\$ 21,707.40
150 - 179.99 miles	1,380	\$ 18.73	\$ 25,847.40
180 miles or greater	1,380	\$ 21.73	\$ 29,987.40
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000	\$ 22.62	\$ 113,100.00
30 - 59.99 miles	20,000	\$ 24.12	\$ 482,400.00

	60 - 89.99 miles	20,000	\$25.62	\$ 512,400.00
	90 - 119.99 miles	10,000	\$ 27.62	\$ 276,200.00
	120 - 149.99 miles	10,000	\$ 29.62	\$ 296,200.00
	150 - 179.99 miles	5,000	\$ 31.62	\$ 158,100.00
	180 miles or greater	5,000	\$ 33.62	\$ 168,100.00
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	\$44.62	\$ 223,100.00
	30 - 59.99 miles	20,000	\$ 45.62	\$ 912,400.00
	60 - 89.99 miles	20,000	\$ 46.62	\$ 932,400.00
	90 - 119.99 miles	10,000	\$ 47.62	\$ 476,200.00
	120 - 149.99 miles	10,000	\$ 48.62	\$ 486,200.00
	150 - 179.99 miles	5,000	\$ 49.62	\$ 248,100.00
	180 miles or greater	5,000	\$ 50.62	\$ 253,100.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	\$3.12	\$ 10,333,440.00
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	\$2.97	\$ 3,278,880.00

8 DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
	1,104,000	\$1.97	\$ 2,174,880.00
9 Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	9,384	\$ 4.43	\$41,571.12
15 - 29.99 miles	46,920	\$ 5.43	\$ 254,775.60
30 - 44.99 miles	65,688	\$ 5.73	\$ 376,392.24
45 - 59.99 miles	112,608	\$ 6.23	\$ 701,547.84
60 - 99.99 miles	140,760	\$ 6.73	\$ 947,314.80
100 - 199.99 miles	187,680	\$ 7.73	\$ 1,450,766.40
200 miles or greater	375,360	\$ 8.73	\$ 3,276,892.80
10 Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter	300	\$35.00	\$10,500.00
13 inch to 24.99 inch diameter	200	\$45.00	\$ 9,000.00
25 inch to 36.99 inch diameter	100	\$175.00	\$ 17,500.00
37 inch to 48.99 inch diameter	100	\$ 260.00	\$ 26,000.00
49 inch and larger diameter	50	\$ 370.00	\$ 18,500.00
Hanger Removal (per Tree)	12,000	\$ 70.00	\$ 840,000.00

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100	\$200.00	\$20,000.00
	37 inch to 48.99 inch diameter	50	\$400.00	\$20,000.00
	49 inch and larger diameter	25	\$700.00	\$17,500.00
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000	\$9.95	\$49,750.00
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250	\$295.00	\$73,750.00
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250	\$2,625.00	\$656,250.00
	Vessels 22 linear feet and greater	100	\$4,950.00	\$495,000.00
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120	\$1,800.00	\$216,000.00

16	ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.				
		Estimated Quantity	\$ Per Unit	Total	
		Refrigerators and freezers requiring refrigerant recovery and decontamination	300	\$ 65.00	\$19,500.00
		Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	\$ 45.00	\$11,250.00
17	E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total	
		500	\$ 35.00	\$17,500.00	
18	Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total	
		5,000	\$ 2.50	\$ 12,500.00	
19	Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total	
		110,400	\$ 3.43	\$ 378,672.00	
20	Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total	
		552,000	\$ 4.43	\$ 2,445,360.00	

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000	\$ 15.86	\$ 2,220,400.00
15 - 29.99 miles	20,000	\$ 18.36	\$ 367,200.00
30 - 59.99 miles	5,000	\$ 20.86	\$ 104,300.00
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000	\$ 17.86	\$ 893,000.00
15 - 29.99 miles	5,000	\$ 20.36	\$ 101,800.00
30 - 59.99 miles	2,000	\$ 22.86	\$ 45,720.00
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000	\$ 12.86	\$ 5,015,400.00
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000	\$ 15.24	\$ 84,124,800.00

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000	\$ 16.76	\$ 23,128,800.00
	Total: \$ 200,225,992.80		

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator	Hourly Equipment Rate
Air Curtain Burner, Self Contained System	100.00
Bobcat Loader	85.00
50' Bucket Truck	90.00
Crash Truck w/Impact Attenuator	50.00
Dozer, Tracked, D4 or Equivalent	145.00
Dozer, Tracked, D6 or Equivalent	155.00
Dozer, Tracked, D7 or Equivalent	185.00
Dozer, Tracked, D8 or Equivalent	215.00
Dump Truck, 10 CY-17 CY	55.00
Dump Truck, 18 CY-20 CY	65.00
Dump Truck, 21 CY-30 CY	85.00
Generator, 16 to 100 kW, List kW Capacity	45.00
Generator, 210 to 350 kW, List kW Capacity	55.00
Generator, 1,100 to 2,500 kW, List kW Capacity	65.00
Light Plant with Fuel and Support	15.00
Grader w/12' Blade	120.00
Hydraulic Excavator, 1.5 CY	135.00
Hydraulic Excavator, 2.5 CY	155.00
Knuckleboom Loader	375.00
Lowboy Trailer w/Tractor	110.00
Mobile Crane up to 15 Ton	135.00
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	120.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	160.00

Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	150.00
Pickup Truck, .5 Ton	60.00
Skid-Steer Loader, 1,000 LB Capacity	160.00
Skid-Steer Loader, 2,000 LB Capacity	140.00
Tub Grinder, 800 to 1,000 HP	450.00
Track Hoe – John Deere 690 or Equivalent	190.00
Truck, Flatbed	65.00
4 Wheel Drive Lift for Tower	140.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	90.00
Wheel Loader, 2.5 CY, 950 or Similar	130.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	145.00
Wheel Loader, 4.5 CY, 980 or Similar	180.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	85.00
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	90.00
Crew Foreman w/Cell Phone and Pickup	85.00
Tree Climber/Chainsaw and Gear	65.00
Laborer w/Chain Saw	65.00

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	3,864,000	6.00	23,184,000.00
15 - 29.99 miles	1,644,960	6.45	10,609,992.00
30 - 44.99 miles	5,520	7.45	41,124.00
45 miles or greater	5,520	8.45	46,644.00
3 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	1,242,000	7.75	9,625,500.00
30 - 59.99 miles	118,680	8.75	1,038,450.00
60 - 89.99 miles	13,800	9.75	134,550.00
90 - 119.99 miles	1,380	10.75	14,835.00
120 - 149.99 miles	1,380	12.75	17,595.00
150 - 179.99 miles	1,380	14.75	20,355.00
180 miles or greater	1,380	16.75	23,115.00
4 Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 29.99 miles	5,000	26.00	130,000.00
30 - 59.99 miles	20,000	28.00	560,000.00

	60 - 89.99 miles	20,000	30.00	600,000.00
	90 - 119.99 miles	10,000	32.00	320,000.00
	120 - 149.99 miles	10,000	34.00	340,000.00
	150 - 179.99 miles	5,000	36.00	180,000.00
	180 miles or greater	5,000	38.00	190,000.00
5	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 29.99 miles	5,000	28.00	140,000.00
	30 - 59.99 miles	20,000	30.00	600,000.00
	60 - 89.99 miles	20,000	32.00	640,000.00
	90 - 119.99 miles	10,000	34.00	340,000.00
	120 - 149.99 miles	10,000	36.00	360,000.00
	150 - 179.99 miles	5,000	38.00	190,000.00
	180 miles or greater	5,000	40.00	200,000.00
6	DMS Site Management and Reduction of Vegetative Debris Through Grinding Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.	Estimated Quantity	\$ Per CY	Total
		3,312,000	2.00	6,624,000.00
7	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.	Estimated Quantity	\$ Per CY	Total
		1,104,000	1.50	1,656,000.00

8 DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.	Estimated Quantity	\$ Per CY	Total
	1,104,000	.75	\$28,000.00
9 Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	9,384	5.00	46,920.00
15 - 29.99 miles	46,920	6.00	281,520.00
30 - 44.99 miles	65,688	7.00	459,816.00
45 - 59.99 miles	112,608	8.00	900,864.00
60 - 99.99 miles	140,760	9.50	1,337,220.00
100 - 199.99 miles	187,680	10.00	1,876,800.00
200 miles or greater	375,360	10.50	3,941,280.00
10 Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter	300	98.00	29,400.00
13 inch to 24.99 inch diameter	200	175.00	35,000.00
25 inch to 36.99 inch diameter	100	305.00	30,500.00
37 inch to 48.99 inch diameter	100	900.00	90,000.00
49 inch and larger diameter	50	1400.00	70,000.00
Hanger Removal (per Tree)	12,000	98.00	1,176,000.00

11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.	Estimated Quantity	\$ Per Stump	Total
	Greater than 24 inches to 36.99 inch diameter	100	300.00	30,000.00
	37 inch to 48.99 inch diameter	50	500.00	25,000.00
	49 inch and larger diameter	25	700.00	17,500.00
12	Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	Estimated Quantity	\$ Per LB	Total
		5,000	3.50	17,500.00
13	Abandoned Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
		250	300.00	75,000.00
14	Abandoned Vessel Removal Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 22 linear feet	250	500.00	125,000.00
	Vessels 22 linear feet and greater	100	2000.00	200,000.00
15	Management and Operation of Staging Areas for Vehicles and Vessels Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.	Estimated Quantity	\$ Per Day	Total
		120	1800.00	216,000.00

16 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	300	200.00	60,000.00
Washers, dryers, stoves, ovens, AC units, and hot water heaters	250	150.00	37,500.00
17 E-waste Item Removal Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	500	100.00	50,000.00
18 Dead Animal Carcasses Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per LB	Total
	5,000	1.00	5,000.00
19 Disposal of Vegetative Debris Work consists of the sanitary disposal of eligible vegetative debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	110,400	2.50	276,000.00
20 Disposal of Eligible Construction and Demolition Debris Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.	Estimated Quantity	\$ Per CY	Total
	552,000	15.00	8,280,000.00

21 Eligible ROW Sand Removal Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	140,000	18.00	2,520,000.00
15 - 29.99 miles	20,000	21.00	420,000.00
30 - 59.99 miles	5,000	23.00	115,000.00
22 Eligible Private Property Sand Removal Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location, and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
0 - 14.99 miles	50,000	20.00	1,000,000.00
15 - 29.99 miles	5,000	23.00	115,000.00
30 - 59.99 miles	2,000	25.00	50,000.00
23 Beach Scrape and Clean Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
	390,000	14.50	5,455,000.00
24 Cradle to Grave: ROW Vegetative Debris Work consists of ROW collection, transportation, reduction via grinding, DMS operations, haul-out, and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	5,520,000	15.00	82,800,000.00

25 Cradle to Grave: ROW C&D Debris Work consists of ROW collection, compaction, transportation, DMS operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County debris manager.	Estimated Quantity	\$ Per CY	Total
	1,380,000	30.00	41,400,000.00
	Total: 212,424,980.00		

Lori A. Kistler

From: Claudia A. Simmons
Sent: Friday, July 17, 2015 11:54 AM
To: Lori A. Kistler
Subject: RE: Change to standard from ITB documents

Lori,

Thank you.. I have an error in the language that I sent you. It should read as follows; the only change is to remove the words " as provided"

Correct language:

*Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.*

Incorrect language

*Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation **as provided** For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.*

Thanks,
Claudia

From: Lori A. Kistler
Sent: Friday, July 17, 2015 11:42 AM
To: Claudia A. Simmons
Subject: RE: Change to standard from ITB documents

This has been done!

From: Claudia A. Simmons
Sent: Wednesday, July 15, 2015 2:17 PM
To: Lori A. Kistler; Angie B. Holbrook; Cynthia R Smith
Subject: Change to standard from ITB documents

Please insert the following language at the end of the information listed under NOTICE for Local Preference. This information should be part of the notice information on all bids.

*Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation **as provided** For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.*

Thanks,

Claudia Simmons, Manager
Office of Purchasing
Escambia County Board of Commissioners
213 Palafox Place, 2nd Floor, Suite 200
Pensacola, Florida 32502
(850) 595-4987 FAX (850) 595 4805
claudia_simmons@co.escambia.fl.us

Insurance Requirements

County Insurance Required

The contractor shall procure and maintain the following described insurance. 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, 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

\$1,000,000.00 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 General Liability policy shall be endorsed to include Escambia County is an additional insured and provide for 30 day notification of cancellation.

Business Auto Liability Coverage

\$1,000,000.00 required.

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

\$4,000,000.00 excess liability required.

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

**Escambia County
Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805**

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

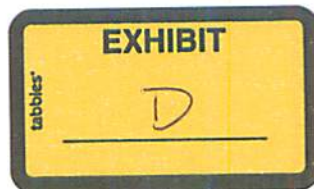
Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Federal Contract Compliance Forms and Certifications

To be completed as applicable





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8586

County Administrator's Report 9. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: Amendment #1 to Interlocal Agreement for HOME Substantial Housing Rehab/Reconstruction Assistance Project

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the Interlocal Agreement for HOME Substantial Rehab/Reconstruction Assistance Project - Tonya Gant, Neighborhood and Human Services Department Director

That the Board Take the following action concerning Amendment #1 to the Interlocal Agreement for HOME Substantial Rehab/Reconstruction Assistance Project with the Town of Century:

A. Approve Amendment #1 to the Interlocal Agreement for HOME Substantial Rehab/Reconstruction Assistance Project, increasing the funding from to \$75,000 to \$79,275, in U.S. Department of Housing and Urban Development (HUD) HOME funds; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment.

[Funding: Fund 147, 2012 HUD HOME Consortium Fund, Cost Center 370266 (formerly 220458) and 2013 HUD HOME Consortium, Cost Center 370265 (formerly 220458)]

BACKGROUND:

The Board of County Commissioners approved an Interlocal Agreement with the Town of Century on April 9, 2015 (Exhibit I) which provided for the Town of Century (Century) to substantially rehabilitate or rebuild at least one home for an income eligible homeowner in the Town of Century. Century has approved an income eligible owner, provided specifications, put the job out to bid, and has commenced work on a home. Century has requested additional funding in the amount of \$4,275 in order to cover change orders needed to complete the work at the site. Change orders include providing natural gas service in lieu of electric, providing for additional dirt work and sod around the home for erosion control, and for inclusion of front and rear storm doors. The Amendment (Exhibit II) provides an updated budget.

BUDGETARY IMPACT:

Century does not have adequate funding to cover the cost of these change orders, and funding is available from the HOME budget. Century has covered approximately \$1450 in soft costs from their own funding in support of this project.

Funding: Fund 147, 2012 HUD HOME Consortium, Cost Center 370266 (formerly 220458) and 2013 HUD HOME Consortium, Cost Center 370265 (formerly 220458)

LEGAL CONSIDERATIONS/SIGN-OFF:

This Amendment was reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

HUD HOME program requires written agreements for implementation of projects. The Board of County Commissioners must approve interlocals with other local governments and increases to project budgets.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division (NED) will coordinate implementation of the project with the Town of Century to complete the housing project.

Attachments

Ex I-Interlocal Resume Page

Century Interlocal Amendment

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

4. Continued...

Department:	Library
Division:	Library
Type:	Addition
Amount:	\$37,000
Vendor:	American Facility Services, Inc.
Project Name:	N/A
Contract:	10-11.049
PO No.:	150324
CO No.:	1
Original Award Amount:	\$18,000
Cumulative amount of Change Orders through this CO:	\$37,000
New PO Total:	\$55,000

5. Taking the following action concerning the Interlocal Agreement for the HOME Investment Partnerships Program (HOME) Substantial Housing Rehab/Reconstruction Assistance Project with the Town of Century (Funding: Fund 147, 2012 HUD HOME Consortium, Cost Center 220458 and 2013 HUD HOME Consortium, Cost Center 220458):
- A. Approving the Interlocal Agreement for the HOME Substantial Housing Rehab/Reconstruction Assistance Project with the Town of Century, to provide up to \$75,000 in U.S. Department of Housing and Urban Development (HUD) HOME funds; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Agreement.

**AMENDMENT #1
INTERLOCAL AGREEMENT
FOR
HOME SUBSTANTIAL HOUSING REHAB/RECONSTRUCTION ASSISTANCE PROJECT
(Town of Century)**

THIS AMENDMENT is made and entered into this 6th day of AUGUST, 2015, by and between the **ESCAMBIA COUNTY**, a political subdivision of the State of Florida ("**COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **TOWN OF CENTURY**, a municipality chartered in the State of Florida ("**CENTURY**"), whose address is 7995 North Century Boulevard, Century, Florida for the sole purpose of assisting qualified applicants for the HOME Substantial Housing Rehab/Reconstruction Assistance Project ("the Project") through the use of funds provided by the Escambia Consortium HOME Investments Partnership Program ("HOME Program").

WITNESSETH:

WHEREAS, Escambia County and the Town of Century have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, on April 9, 2015, the County and Century previously entered into an Interlocal Agreement ("Agreement") for the purpose of implementing the HOME Substantial Housing Rehab/Reconstruction Assistance Project; and

WHEREAS, based on bids received and projected total costs, the HOME funding initially provided through the Agreement will be inadequate to fully cover the total Project development costs; and

WHEREAS, the County and Century now wish to amend the Agreement to provide additional funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Century hereby agree to amend the Agreement dated April 9, 2015, as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. ARTICLE III, Sections 3 and 3.3 are hereby amended to reflect that the HOME funding provided by the County pursuant to the Agreement shall be increased from **\$75,000.00** to an amount not to exceed **\$79,275.00**.

SECTION 3. EXHIBIT I, Section II, Section IV(B), and Section VII(D), as attached, are

SECTION 3. EXHIBIT I, Section II, Section IV(B), and Section VII(D), as attached, are hereby amended to reflect the increased funding to be provided through this Agreement as referenced in Section 2 above.

SECTION 4. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 5. This Amendment shall become effective, after being properly executed by the parties, when filed with the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

SECTION 6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS

BY: _____
Steven Barry, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: August 6, 2015

Escambia County Legal Department Approval:

Approved as to form and legal
sufficiency.

By/Title: K. H. [Signature]
Date: 8/19/15

TOWN OF CENTURY, a municipality
chartered in the State of Florida, by
its TOWN COUNCIL:

ATTEST:

(SEAL)

By: _____
Freddie McCall, Mayor

(AMENDMENT #1 - Revised August 6, 2015)

***EXHIBIT I
SECTION VII (D)***

PROPOSED BUDGET for ONE UNIT:

ITEM:	ESTIMATED COST:	SOURCE OF FUNDS:
Pre/Post Appraisal	\$475	Century
Title Work	\$250	Century
Plans	\$475	Century
Survey	\$250	Century
	\$1450	TOTAL CENTURY FUNDS
Temporary Relocation & Moving Assistance	\$1900	Escambia HOME (paid directly to eligible client)
Demolition/Construction Costs	\$75,725	Escambia HOME (reimburse Century)
Project Management Fee	\$1500	Escambia HOME (paid directly to Century's Agent)
Lien/Mortgage Recording Fees	\$150	Escambia HOME (paid directly to Clerk of Courts)
	\$79,275	TOTAL ESCAMBIA COUNTY HOME FUNDS
PROJECT TOTAL:	\$80,725	

NOTE: Century has contracted and is paying Project soft costs as shown above. The \$1450 is shown for budgetary purposes since these services are essential to completion of the Project; however these costs are not being paid through this Agreement/Amendment. Therefore, the total funding available to be paid from Escambia County HOME funds in support of this Project is \$79,275



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8648

County Administrator's Report 9. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/06/2015

Issue: OXF-X Property Site Silt Fence and Supplemental Budget Amendment #219

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the OLF-X Property Site in Santa Rosa County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the OLF-X Property Site in Santa Rosa County, Florida:

A. Authorize the appropriation of funds from revenue collected for the Sale of Timber at the OLF-X Property Site, Fund 102 "Economic Development", Account 365004 to Fund 102 "Economic Development", Cost Center 360704, in the amount of \$21,980.

B. Adopt the Resolution approving Supplemental Budget Amendment #219, Economic Development Fund (102), in the amount of \$21,980, to recognize revenue collected for the sale of timber at the OLF-X Property Site; and

C. Authorize the issuance of a purchase order to J. Miller Construction, in the amount of \$21,980, to install a Type II Silt Fence at the OLF-X Project site to keep the gopher tortoises from migrating into this area.

BACKGROUND:

The OLF-X project began on August 20, 2013 when the BCC approved staff to commence due diligence and complete the County's Property Purchase Checklist. The BCC also approved the transfer of funds from the Economic Development account to purchase the parcel. On September 5, 2013 the BCC approved the motion to allow staff to retain Request for Proposals (RFP) for engineering services and allocate \$200,000.00 for the project to be used as reimbursement to the Chamber for the earnest money deposit and to complete the due diligence.

On October 17, 2013 the BCC awarded the contract PD 12-13.065 to Baskerville Donovan, Inc (BDI) for design services for the OLF-X property. On September 25, 2014

the BCC awarded a revenue contract PD 13-14.077 “OLF Timber Sale” and approved the sale/purchase of timbers between Escambia Timber, LLC and Escambia County, for the timber removal and sale of timbers, with proceeds of \$198,667.24 expected. The final timber sales check was received in January 2015 which brought the total payments to the amount of \$219,452.08.

During BDI’s due diligence progress for the OLF-X purchase checklist, an environmental investigation was completed which discovered Gopher Tortoises present on the property. BDI enlisted the services of a relocation company and had the tortoises relocated to another parcel. Now that the tortoises have been removed a fence needs to be installed in order to prevent their return.

Staff is requesting the allocation of \$21,980.00 of the \$219,452.08 from the timber sale funds which were collected from November 2014 through January 2015.

BUDGETARY IMPACT:

This amendment will increase Fund 102 by \$21,980.00.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires net increases and decreases in revenue be approved by the Board.

IMPLEMENTATION/COORDINATION:

Once the Supplemental Budget Amendment is posted to transfer the funding, paperwork to issue a purchase order to install the silt fencing will be sent to the Office of Purchasing for processing.

Attachments

SBA#219

Backup for PO

**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 has received revenues from the sale of timber on the OLF-X site, and these funds need to be appropriated in order to place a silt fence around the OLF-X property.

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:

<u>Economic Development Fund</u>	<u>102</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Timber Sales	102	365004	21,980
Total			21,980

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other Than Bldgs.	102/360704	56301	21,980
Total			21,980

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**

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Steven Barry, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#219

**Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505**

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	OLF-X Silt Fence Installation
Project ID:	ENG-1033
Location:	Section 32 Township 4 North Range 29 West in Santa Rosa County
Project Manager:	Cooper Saunders
Date:	7/23/2015

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF is for allocation of monies received from the sell of timber on the project site. These funds are to install Type II silt fence around the entire parcel which is slated to be utilized for the OLF-X project. During the environmental assessment of the property gopher tortoises were found on the site. They have since been relocated from the project limits. The silt fence will be installed to aid in the species not migrating back to the project site.

Attached backup documentation	_____	page (s).
RFF/NTP Start Date	_____	or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by	30	calendar days.
	_____	Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				\$ 21,980.00
Funds for Construction CO#				
Contract PD		Contractor J Miller		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD		Consultant		
Funds for Original Work Order				
Funds for Change Order #				
Contract PD		Contractor		
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD		Contractor		
Funds for				
New Balance of CIP Project			\$ -	\$ (21,980.00)

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
To:	Fund	Project #	Project Name	Amount
	_____	_____	_____	_____
			Transfer	_____
County Engineer Signature		Transferred by	Transfer Date	
_____		_____	_____	

Posted to Expedition
Date: _____

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

- 1.) Date: 7/23/2015
- 2.) Project name: OLF-X Silt Fence Installation
- 3.) Contract No: _____
- 4.) Description of Services to be Performed:
This RFF is for allocation of monies received from the sell of timber on the project site. These funds are to install Type II silt fence around the entire parcel which is slated to be utilized for the OLF-X project. During the environmental assessment of the property gopher tortoises were found on the site. They have since been relocated from the project limits. The silt fence will be installed to aid in the species not migrating back to the project site.

5.) Negotiated Cost of Construction: \$ \$ 21,980.00

6.) Location Work is to be Performed:

Section 32 Township 4 North Range 29 West in Santa Rosa County

- 7.) Period of Time Services are to be Accomplished:
Starting Date of Work: _____ or Upon Issuance of Notice to Proceed
Days to Complete 30
Completion Date of Work 30 after NTP

8.) Estimate of Items from Bid Schedule Required for this Work Order 4

Schedule for Work Requested and Received

Coop. Sunk
Project Manager

Date: _____

Work Order Approved

Division Chief

Date: _____

Negotiated Work Order Accepted

Tom Dulaney
Contractor Representative

Date: 7/24/2015

Work Order Completed

Contractor Representative

Date: _____

J. Miller

Item Number	Description	Quantity	Unit	Unit Cost	Extension
1	Performance Bond	1	Per \$1000	0	0
2	Mobilization, 0 - 15 Miles	1	EA	0	0
3	Type II Silt Fence	21000	LF	\$.98	\$20,580
4	Clearing and Grubbing North Side	1	LS	\$1,400	\$1,400
				total	\$21,980

Tom Dulaney

Item Number	Description	Quantity	Unit	Unit Cost	Extension
1	Performance Bond	1	Per \$1000	<u>31.41</u>	<u>\$1,250</u>
2	Mobilization, 0 - 15 Miles	1	EA	<u>5000</u>	<u>\$5,000</u>
3	Type II Silt Fence	21000	LF	1.5	\$31,500
4	Clearing and Grubbing North Side	1	LS	2045	\$2,045

Total: \$39,795.00

B&W Utilities Inc.

Cooper Saunders

From: Lee Brown [lee@thebrownconstruction.com]
Sent: Thursday, July 23, 2015 10:52 AM
To: Cooper Saunders
Cc: Drew Brown
Subject: RE: OLF-X Silt Fence

Cooper,

I apologize for missing today's bid. My mother had surgery yesterday evening and I have been at the hospital with her until just now. We appreciate the consideration and regret that I let you down. Should future opportunity arise, I hope you will keep us in mind!

LB

LEE BROWN

Vice-President



10200 Cove Ave | Pensacola, FL 32534
850.473.9039 office | 850.473.9063 fax

From: Cooper Saunders [mailto:Cooper_Saunders@myescambia.com]
Sent: Thursday, July 16, 2015 9:28 AM
To: J. Miller Construction_Tom Dulaney; Ryan Chavers (Ryan@chaversinc.com); allsouth.construction@yahoo.com; Brown Construction_Lee Brown; bvaughn@bandwutilities.com
Cc: Derek Fox; James E. Duncan; Joy Jones
Subject: OLF-X Silt Fence

Gentlemen,

Please provide a cost for the scope of work in relation to the OLF-X silt fence placement project. This project will include the installation of 21,000LF of Type II Silt Fence around a parcel that was recently cleared of timbers. The silt fence will need to be installed in accordance with Florida Stormwater Erosion and Sedimentation Control Inspector's Manual. The project site has access to all four sides via open trail/dirt roads. The east, south and west sides are very open, however the north gets a little tight. There may need to be some clearing of underbrush along the north side in order to trench in the silt fence but no major tree removal will be required. The purpose of this fence installation will be to stop the remigration of gopher tortoises rather than silt detention. That being said trenching must be 100% and

have no holes or loose bottoms. There will be a performance and payment bond required for any vender whose quote exceeds \$25,000.00.

For your convenience, you may reply to this e-mail and fill in the blanks for your bid.

Bids must be in no later than 10:00 AM, Thursday, July 23, 2015. The low bidder will be required to begin work within 10 days of the Notice to Proceed (NTP) and construction must be complete within 30 days of the NTP. If you are unable to construct the project, or are unable to meet the construction deadlines, please let me know via e-mail as soon as possible. There will be a brief delay in the issuance of the NTP to allow for the approve by the BCC to take place.

Item Number	Description	Quantity	Unit	Unit Cost	Extension
1	Performance Bond	1	Per \$1000		
2	Mobilization, 0 - 15 Miles	1	EA		
3	Type II Silt Fence	21000	LF		
4	Clearing and Grubbing North Side	1	LS		

Cooper Saunders
Project Coordinator
Engineering Division
O 850-595-3738
F 850-595-3444
C 850-375-0399

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

OLF-X Silt Fence Installation Project

Bid Requested July 16, 2015

Bids Closed July 23, 2015 10:00am

Name of Contractor	Responsive	Bid Price
J. Miller	Yes	\$21,980.00
Brown Construction	Yes	No Bid
B&W	Yes	\$39,795.00
Chavers	No	No Bid
All South	No	No Bid



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8582

County Administrator's Report 9. 1.

BCC Regular Meeting

Discussion

Meeting Date: 08/06/2015

Issue: Santa Rosa Island Authority's Budget

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Discussion Concerning the Santa Rosa Island Authority's Budget - Jack R. Brown, County Administrator

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-8623

County Administrator's Report 9. 2.

BCC Regular Meeting

Discussion

Meeting Date: 08/06/2015

Issue: Wine at the Annual Friends' Dinner

From: Jennifer Yannuzzi, Interim Library Manager

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Friends of the West Florida Public Library, Inc.. Request to Serve Alcohol at Their Annual Fund-Raising Dinner - Jennifer Yannuzzi, Interim Library Manager

That the Board approve the request from the Friends of the West Florida Public Library, Inc., to serve wine or champagne at their annual fund-raising dinner on Saturday, August 29, 2015, from 5:30 p.m. to 9:00 p.m., at the Main Library, 239 North Spring Street, Pensacola, Florida.

BACKGROUND:

The Friends of the West Florida Public Library have requested to serve wine or champagne at their annual fund-raising dinner on Saturday, August 29, 2015. They have requested and been approved for serving wine and champagne in 2013 and 2014 without incident. They have been informed that in order to serve wine or champagne at this event, The Friends of the West Florida Public Library, Inc. would need to secure the following:

- Approval from the Board of County Commissioners to serve wine or champagne
- Approval from the City of Pensacola to serve wine or champagne
- Approval from the Library Board of Governance to serve wine or champagne
- Commercial General Liability Insurance Policy in the amount of \$1,000,000 per occurrence
- \$2,000,000 general aggregate with liquor liability included in the coverage limits
- Escambia County Board of County Commissioners would be listed as an additional insurer
- City of Pensacola would be listed as an additional insurer
- Coverage must be from a "Secure Best Rating" in the most recent addition of the AM Best Rating Guide

Any Board of County Commissioners authorization does not address any State permit, permission or license that may be required to serve or sell alcoholic beverages and any

such permit, permission of license is solely the responsibility of the Friends of the Library to obtain.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will work with Risk Management to make sure that the necessary insurance requirements have been met.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Library employees who are present and working during this event would be prohibited from consuming alcohol during working hours as stated in the Board's Substance Abuse Policy, Section II, Part C. 12.

IMPLEMENTATION/COORDINATION:

Once all the requirements listed above have been met, The Friends of the West Florida Public Library will provide a complete package to Robert Dye, Risk Manager, for the County Records.

Attachments

Friends of WFPL Certificate of Insurance 2015

WFPL-BOG-Approved-Minutes-2015-04-20



FRIEOFW-01

NBASS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. 1701 West Garden Street Pensacola, FL 32502	CONTACT NAME: Fisher-Brown Commercial Select Division	
	PHONE (A/C, No, Ext): (800) 487-2973 FAX (A/C, No): (850) 438-4678	
INSURED Friends of West Florida Public Library Inc PO Box 13394 Pensacola, FL 32591-3394	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Scottsdale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPS2226953	05/16/2015	05/16/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 0
								\$
								\$
								\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Interest: Lessor's Risk at 239 N Spring Street (for annual meeting). Policy includes Host Liquor Liability coverage.
Certificate Holder is an Additional Insured with regard to General Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Escambia County Board of County Commissioners Risk Manager PO Box 1591 Pensacola, FL 32597-1591	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Neben C Lloyd</i>

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**Minutes of the WFPL Board of Governance
Annual Board Meeting Held April 20, 2015**

Genealogy Library
5740 N. 9th Avenue
Pensacola, FL 32504

Present:

Dr. Rebecca Temple, Library Board of Governance, Chairman
Dr. Rodney Guttman, Library Board of Governance, Vice-Chairman
David J. Bryant, Library Board of Governance Member
Frances Yeo, Library Board of Governance Member

Cynthia Wolfe, M.L.S., Interim Library Administrator

Absent:

Lynne C. Tobin, M.L.I.S, Library Board of Governance Member

I. Call to Order

Dr. Rebecca Temple called the meeting to order at 4:07 p.m.
A quorum was present.

II. Invocation

Dr. Rodney Guttman gave the invocation.

III. Pledge of Allegiance

Ms. Yeo led the pledge of allegiance to the flag of the United States.

IV. Approval of Agenda

Motion made by Ms. Yeo, seconded by Mr. Bryant, and carried unanimously, adopting the agenda as prepared.

V. Approval of Minutes

Motion made by Ms. Yeo, seconded by Mr. Bryant, and carried unanimously, adopting the minutes of the March 23rd, 2015 regular meeting.

Motion made by Mr. Bryant, seconded by Ms. Yeo, and carried unanimously, adopting the minutes as amended of the April 6, 2015 Special Meeting replacing the "pre-interviews" with "1st-Round Interview".

VI. Chairman's Report - None

VII. Library Administrator's Report

Ms. Wolfe, Interim Library Administrator

- There are carry over funds of 2014 allocated money towards books, part-time summer help, and print/money management equipment.
- The online bill payment option is active and operating.

VIII. Friends of the Library Reports

Ms. Linda Williams, President of Friends of WFPL presented the WFPL Friends report.

- A request was made for the Library to submit ideas for utilizing possible Impact 100 grant monies as the Friends will submit a Letter of Intent by the deadline date.
- The Friend's would like to donate approximately \$1000 to the branches to be utilized for small projects specific to their location.
- Dr. Temple and Dr. Guttmann recommended that when Mr. Bryant discussed Friends of the Library items (for the record) he always had to be in the role of a BOG member while at the Board desk of a BOG meeting.

Motion made by Ms. Yeo, seconded by Dr. Guttmann, and carried with four approving and Mr. Bryant abstaining, that the Friends of the Library be allowed to explore the opportunity to serve wine at their annual meeting on August 29th.

Mr. Bryant abstained from voting.

Mr. Bill Stromquist presented the Friends of the Southwest Branch Library report.

- Appreciation was expressed to Ms. Wolfe for the one on one time spent with the employees and branch manager at the Southwest Branch.

IX. Unfinished Business

The Code of Conduct Policy is still in the final phrasing stages.

X. New Business

WFPL Budget Review

Motion made by Dr. Guttmann, seconded by Mr. Bryant, and carried unanimously to present to County Administrator, Jack Brown for comment regarding expenditures of non-emergency funds from Local Option Sales Tax, carryforward/rollover and reserves in excess of fifty thousand dollars come before the BOG. (Reserves, if emergency or under fifty thousand does not have to come before the board; that would be the exception.)

XI. Public Forum - None.

XIII. Open Board Discussion - None.

XIV. Future Meeting Schedule and Location

Next Regular BOG meeting will be held on Monday, May 18, 2015 2:00 p.m. at the Genealogy Library.

XV. Adjournment

Motion was made by Ms. Yeo, seconded by Mr. Bryant, and carried unanimously to adjourn 7:02 p.m.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8567

County Administrator's Report 9.3.

BCC Regular Meeting

Discussion

Meeting Date: 08/06/2015

Issue: Crabtree Church Road - Local Agency Program Agreement

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Crabtree Church Road - Local Agency Program Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the Chairman to sign a letter terminating the Crabtree Church Road - Local Agency Program Agreement with the Florida Department of Transportation.

BACKGROUND:

In May of 2008 the Florida Department of Transportation (FDOT) solicited counties to submit for Transportation Enhancement Program funding in the rural areas of the county. We submitted to install paved shoulders on three roads; Molino Road, County Road (CR)-4, and Crabtree Church Road. In 2009, FDOT selected Crabtree Church Road to be funded for design in 2011 and for construction in 2015. The Design began in July 2012. Design documents are complete. The cost of the design was \$138,810 thru the design LAP agreement with an additional \$20,410 of LOST III for LAP requirements and minimal Construction Administration.

The Local Agency Program (LAP) agreement was executed by the BCC and FDOT in January of 2014 in the amount of \$1,388,244 based upon 2014 estimates. Bids were received in April of 2015 with the lowest responsive bidder being \$2,320,000. This will also require an additional \$232,000 for Construction Engineering and Inspection bringing the difference to \$1,163,753.

Attached is a County Staff Report/Evaluation of the roadway, including crash history, roadway cross sections, etc.

BUDGETARY IMPACT:

No budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved the attached termination letter.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If the Board chooses to terminate the Agreement, Escambia County staff will coordinate with FDOT staff.

Attachments

Termination Ltr

Crabtree Church Rd, BCC Rec and Backup 010214

Time Ext

Rdway Evaluation_2014

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



Wilson B. Robertson
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

August 6, 2015

Mr. Dustin Castells
Florida Department of Transportation
1074 Highway 90
Chipley, Florida 32428

RE: 428119-1-58-01 Crabtree Church Road Paved Shoulders

Dear Mr. Castells:

Escambia County is requesting that the Local Agency Program (LAP) Agreement for the above referenced project be terminated. The lowest responsible bidder for construction is \$2,320,000. The award for professional services to perform Construction Engineering & Inspection (CEI) will now need to be \$232,000. The total allocated through the executed LAP Agreement is \$1,388,244. This represents a difference of \$1,163,756 between the project cost and the funded amount. Escambia County is unable at this time to fund the difference, and respectfully requests the termination of the project.

Please note paragraph 8.01(c) in the LAP Agreement, which states as follows:

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. *All work in progress will become the property of the Department and will be turned over promptly by the Agency.*

The County has previously opened the bids for the CR 196 and CR 99 LAP Projects for the construction phase, however, no work has been performed.

The County appreciates all of the coordination and effort offered from the Department, and we look forward to the Department's response.

Sincerely,

Steven Barry, District 5
Chairman

c: **Jack Brown, County Administrator**
 Joy Blackmon, P.E., Director, Public Works
 Colby Brown, P.E., Deputy Director, Public Works
 Joy Jones, P.E., Assistant County Engineer
 Robin Lambert, Accountant, Escambia County Public Works
 Liz Bush, Project Manager, Escambia County Public Works
 David Forte, Program Manager, Escambia County Public Works

LOCAL AGENCY PROGRAM AGREEMENT IS SHOWN ON PAGES 25 - 41

RESOLUTION NUMBER R2014-6

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN PAVED SHOULDERS ALONG CRABTREE CHURCH ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of constructing paved shoulders along both sides of Crabtree Church Road from Sunshine Hill Road to S.R.97 in Escambia County (FPN 428119-1-58-01 & FPN 428119-1-68-01) (hereinafter referred to as "the Project"); and

WHEREAS, the estimated total cost of the Project is \$1,388,244.00 (one million, three hundred eighty eight thousand, two hundred and forty four dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total costs of the Project will be borne by the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the proposed Project.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

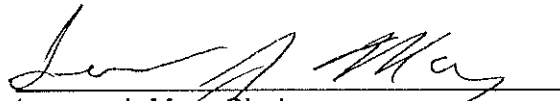
SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

Verified By: *D. Hous*
Date: 1/3/2014

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 2nd day of January 2014.

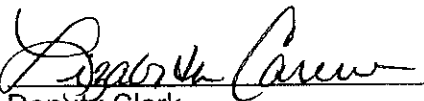
**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**


Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

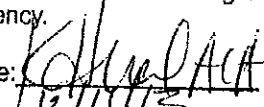
Date Executed

1-3-2014

By: 
Deputy Clerk



Approved as to form and legal
sufficiency.

By/Title: 
Date: 12/11/13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5457

County Administrator's Report 9. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/02/2014

Issue: Local Agency Program (LAP) Agreement for Paved Shoulders Along Crabtree Church Road

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

Organization: Public Works

CAO Approval:

A handwritten signature in black ink, appearing to read "Joy D. Blackmon", is written over a horizontal line.

RECOMMENDATION:

Recommendation Concerning the Local Agency Program Agreement for the Construction and Inspection of Paved Shoulders along Crabtree Church Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement with the State of Florida Department of Transportation, for funding (not to exceed \$1,388,244), for the construction and inspection of paved shoulders along Crabtree Church Road, from Sunshine Hill Road to State Road 97 (Atmore Highway) in Escambia County:

A. Approve the Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County for construction and inspection of paved shoulders along Crabtree Church Road, between Sunshine Hill Road and State Road 97 (Atmore Highway);

B. Adopt a Resolution authorizing the execution of the LAP Agreement; and

C. Authorize the Chairman to sign the LAP Agreement and the Resolution for this Project.

[Funding: A Supplemental Budget Amendment will be prepared by the Management and Budget Department to recognize the funding for the LAP Agreement]

In March 2007, the Office of Transportation and Traffic Operations applied for Transportation Enhancement Program funds through the Florida Department of Transportation. The amount identified for the design portion of the Grant was \$138,824. Escambia County was approved for the Grant in November 2009.

The Board of County Commissioners approved the LAP Agreement for the design portion in December 2011.

BACKGROUND:

In March 2007, the Office of Transportation & Traffic Operations applied for Transportation Enhancement Program funds through the Florida Department of Transportation. The amount identified for the design portion of the grant was \$138,824. Escambia County was approved for the grant in November 2009.

The Board of County Commissioner approved the LAP for the design portion in December 2011.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Management and Budget Department to recognize the funding for the LAP Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the LAP Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Transportation & Traffic Operations staff will continue to coordinate this project with Dustin Castells, FDOT, and the Purchasing Department for procurement of a contractor.

Attachments

LAP Agreement

Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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Page 1

FPN: <u>428119-1-58-01</u>	Fund: <u>TALT, TALU</u>	FLAIR Approp: _____
Federal No: <u>8886-342-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>428119-1-68-01</u>	Fund: <u>TALT</u>	FLAIR Approp: _____
Federal No: <u>8886-342-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>(48) Escambia</u>	Contract No: _____	Vendor No: <u>VF596000598137</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-507-9673</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Escambia County B.O.C.C. hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of paved shoulders along Crabtree Church Road, and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A,B,C, & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2015. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 1,388,244. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

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5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

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Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
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3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428
 - b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - a) The Department at each of the following address(es):

Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428
5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

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5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

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8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

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

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

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national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

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

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except

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contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

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13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

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cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Escambia County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:

Name: Lumon J. May, Chairman
Title: Board of County Commissioners
Escambia County, Florida

By:

Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Attest:

Title: Pam Childers
Clerk of the Circuit Court

Attest:

Title:

Legal Review: Deputy Clerk



See attached Encumbrance Form for date of funding approval by Comptroller.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 428119-1-58-01 & 428119-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

This is a enhancement/transportation alternative project to construct paved shoulders along Crabtree Church Road from Sunshine Hill Road to State Road 97.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

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

- a) Advertisement by April 2014
- b) Construction begin by June 2014
- c) Final Acceptance to be completed by June 30, 2015.

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

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

This project will be designed within existing right of way.

No work shall begin until a Notice to Proceed is issued by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the construction and CEI not to exceed \$1,388,244.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County Board of County Commissioners 221 Palafox Place Pensacola, FL 32502	FPN: 428119-1-58-01 & 428119-1-68-01
---	---

PROJECT DESCRIPTION

Name: Crabtree Church Road Length: 2.503 miles
Termini: From Sunshine Hill Road to State Road 97

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total Planning Cost			
Project Development & Environment (PD&E) FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total PD&E Cost			
Design FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Design Cost			
Right-of-Way FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Right-of-Way Cost			
Construction FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total Construction Cost	\$1,249,420 \$1,249,420q	\$0.00 \$0.00	\$1,249,420 \$1,249,420
Construction Engineering and Inspection (CEI) FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total CEI Cost	\$138,824 \$138,824		\$138,824 \$138,824
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$1,388,244	\$0	\$1,388,244

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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EXHIBIT "C"

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTS**

FPN: 428119-1-58-01 & 428119-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Escambia County B.O.C.C.

EXISTING CONSULTANT CONTRACTS:

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act (CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record (EOR) on a project shall not be considered for construction engineering and inspection (CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: FPID 428119-1-58-01 & 428119-1-68-01\$1,388,244.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

RESOLUTION NUMBER R2014-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN PAVED SHOULDERS ALONG CRABTREE CHURCH ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of constructing paved shoulders along both sides of Crabtree Church Road from Sunshine Hill Road to S.R.97 in Escambia County (FPN 428119-1-58-01 & FPN 428119-1-68-01) (hereinafter referred to as "the Project"); and

WHEREAS, the estimated total cost of the Project is \$1,388,244.00 (one million, three hundred eighty eight thousand, two hundred and forty four dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total costs of the Project will be borne by the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the proposed Project.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2014,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. H. DACH
Date: 12/11/13

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FPN: 428119-1-58-01	Fund: TALT, TALU	FLAIR Approp: _____
Federal No: 8886-342-A	Org Code: _____	FLAIR Obj: _____
FPN: 428119-1-68-01	Fund: TALT	FLAIR Approp: _____
Federal No: 8886-342-A	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: (48) Escambia	Contract No: ARE40	Vendor No: VF596000598137
Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this 18 day of June, 2014 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Escambia County B.O.C.C. hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of paved shoulders along Crabtree Church Road, and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A, B, C, & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Verified By: Ottomus
Date: 1/3/2014

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Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2015. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 1,388,244. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

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

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

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

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5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

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Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
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3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Dustin Castells, District LAP Administrator
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

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5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

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8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

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

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

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national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

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

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except

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contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

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13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

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cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Escambia County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]

Name: Lumon J. May, Chairman
Title: Board of County Commissioners
Escambia County, Florida

By: [Signature]

Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Attest: [Signature]

Pam Childers
Clerk of the Circuit Court

Attest: [Signature]

Title: Exec Asst.



by: Deputy Clerk

[Signature]

[Signature]

See attached Encumbrance Form for date of funding approval by Comptroller.

BCC Approved 01-02-2014

Date Executed

1-3-2014

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 428119-1-58-01 & 428119-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

This is a enhancement/transportation alternative project to construct paved shoulders along Crabtree Church Road from Sunshine Hill Road to State Road 97.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

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

- a) **Advertisement by April 2014**
- b) **Construction begin by June 2014**
- c) **Final Acceptance to be completed by June 30, 2015.**

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

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

This project will be designed within existing right of way.

No work shall begin until a Notice to Proceed is issued by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the construction and CEI **not to exceed \$1,388,244.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County Board of County Commissioners 221 Palafox Place Pensacola, FL 32502	FPN: 428119-1-58-01 & 428119-1-68-01
---	---

PROJECT DESCRIPTION

Name: Crabtree Church Road Length: 2.503 miles
Termini: From Sunshine Hill Road to State Road 97

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total Planning Cost			
Project Development & Environment (PD&E) FY: 2010-2011 FY: 2011-2012 FY: 2012-2013 Total PD&E Cost			
Design FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Design Cost			
Right-of-Way FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Right-of-Way Cost			
Construction FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total Construction Cost			
	\$1,249,420	\$0.00	\$1,249,420
	\$1,249,420	\$0.00	\$1,249,420
Construction Engineering and Inspection (CEI) FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total CEI Cost			
	\$138,824		\$138,824
	\$138,824		\$138,824
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$1,388,244	\$0	\$1,388,244

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "C"

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTS**

FPN: 428119-1-58-01 & 428119-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Escambia County B.O.C.C..

EXISTING CONSULTANT CONTRACTS:

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act (CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record (EOR) on a project shall not be considered for construction engineering and inspection (CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: FPID 428119-1-58-01 & 428119-1-68-01\$1,388,244.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

June 15, 2015

Mr. Thomas Brown
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

Subject: Local Agency Program (LAP) Agreement Time Extension No. 1
Construction of Crabtree Church Road Paved Shoulders Project
Financial Project Identification Number: 428119-1-58-01

Dear Mr. Brown:

We are in receipt of the County's letter, dated May 6, 2015 requesting the completion date of this project be extended.

After reviewing this request, the Department agrees to extend the expiration date of the LAP Agreement to September 30, 2016. Please keep a copy of this approval with the original LAP Agreement.

If you have any questions, please contact the District Local Program Administrator, Dustin Castells; toll free at 1-888-638-0250, extension 1227 or via e-mail at dustin.castells@dot.state.fl.us.

Sincerely,

Jason D. Peters, P.E.
Director of Transportation Development

Cc: Dustin Castells, FDOT - Chipley



Board of County Commissioners • Escambia County, Florida

Colby Brown, P.E.
Deputy Director
Transportation & Traffic Operations

May 6, 2015

Mr. Dustin Castells
Florida Department of Transportation
1074 Hwy. 90
Chipley, Florida 32428

RE: 428119-1-58-01 Crabtree Church Road Paved Shoulders

Dear Mr. Castells:

Escambia County is requesting a time extension to the aforementioned LAP Agreement. The LAP Agreement for construction expires June 30, 2015; however, unexpected delays in design and procurement necessitate a time extension in order to construct the project. We are requesting a time extension to this LAP agreement until September 30, 2016.

I look forward to hearing from you regarding this matter. If you have any questions, please feel free to contact me at (850) 595-0272 or via e-mail at trbrown@myescambia.com.

Sincerely,

A handwritten signature in blue ink that reads "Thomas Brown, Jr." with a stylized flourish at the end.

Digitally signed by Thomas Brown, Jr
DN: cn=Thomas Brown, Jr, o=Traffic and
Transportation, ou,
email=trbrown@myescambia.com, c=US
Date: 2015.05.06 07:56:37 -05'00'

Thomas Brown, Jr
Transportation Planner

CC: David Forte, Program Manager, Escambia County Public Works
Liz Bush, Project Manager, Escambia County Public Works
Robin Lambert, Accountant, Escambia County Public Works

Castells, Dustin

From: Thomas R Brown <TRBROWN@co.escambia.fl.us>
Sent: Tuesday, June 09, 2015 8:17 AM
To: Castells, Dustin
Cc: Robin F. Lambert; Liz Bush; David V. Forte
Subject: RE: FPID: 428119-1-58-01 Crabtree Church Road Paved Shoulders

428119-1 : CRABTREE CHURCH RD FROM SUNSHINE HILL ROAD TO SR 97

CST Ad 07-01-15 end 07-30-15
CST Letting 09-07-15
CEI Ad 08-03-15
CEI Ad begin 09-03-15 end 09-28-15
CEI Proposal Opening 10-5-15
CST Start 11-1-15
CST End 06-01-17

From: Castells, Dustin [mailto:Dustin.Castells@dot.state.fl.us]
Sent: Tuesday, June 09, 2015 7:14 AM
To: Thomas R Brown
Cc: Robin F. Lambert; Liz Bush; David V. Forte
Subject: RE: FPID: 428119-1-58-01 Crabtree Church Road Paved Shoulders

Tommy,

I am still waiting for a schedule to go along with the letter requesting an extension. I need this as soon as possible.

Thanks

Dustin Castells

Florida Department of Transportation
District 3 Local Program Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dustin.castells@dot.state.fl.us
Click here for: [LAP Manual](#) [LAPIT Login](#) [LAP Forms](#)

"I press on toward the goal..."
Philippians 3:14

From: Thomas R Brown [mailto:TRBROWN@co.escambia.fl.us]
Sent: Wednesday, May 06, 2015 8:01 AM
To: Castells, Dustin
Cc: Robin F. Lambert; Liz Bush; David V. Forte
Subject: FPID: 428119-1-58-01 Crabtree Church Road Paved Shoulders

Dustin,
Please review the attached time extension request and contact me if you have any questions

Sincerely,

Thomas Brown, Jr, PTP

Transportation Planner
Escambia Transportation & Traffic Operations
3363 West Park PL
Pensacola, FL 32505
(850) 595-3404

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

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CRABTREE CHURCH
ROAD

CRABTREE CHURCH
ROAD

SR 97 – Sunshine Hill Rd

ROADWAY EVALUATION



ESCAMBIA COUNTY

OFFICE OF TRANSPORTATION & TRAFFIC OPERATIONS

Roadway Evaluation Crabtree Church Rd SR 97 – Sunshine Hill Rd

The purpose of this report is to document an evaluation of Escambia County maintained Crabtree Church Road . This evaluation will consist of an examination of the roadway's geometrics, traffic control, traffic volumes, safety history as well as adjacent land use and roadside characteristics.

Subject Roadway:

The segment of Crabtree Church Road examined in this report is the 2.5 mile portion between SR 97 and Sunshine Hill Road.

Roadway Classification:

Crabtree Church Road is functionally classified as a local rural road.

Roadway Geometrics:

Crabtree Church Road is primarily tangent with the only horizontal curvature being the curve on the east end immediately in advance of the SR 97. Crabtree Church Road displays considerable vertical curvature, centerline elevations range from 162' – 204'. Critical sight distances are adequate (meet or exceed minimum requirements) at controlled intersections and along roadway.

Roadway Cross Section:

Width of asphalt is 24'. Travel Lane widths 11' – 11'5", usable shoulder widths 6' – 12', clear zone availability 14', clear zone encroachments consist of mailboxes, ditches and driveway culverts. There are no pedestrian or bicycle amenities present.

Traffic Volumes:

Data collected during 24 hour mechanical traffic counts performed in September 2008 provides the following information on traffic volumes on the subject portion of Crabtree Church Road. Averaged traffic volume for 24 hours is approximately 700 vehicles (equates to approximately 255,500 vehicles annually). The averaged 85% speed of traffic is 47.5 miles per hour.

Roadway Evaluation Crabtree Church Road SR 97 – Sunshine Hill Road

Traffic Control:

Regulatory Traffic control on the subject portion of Crabtree Church Road consists of stop signs requiring westbound traffic to stop and yield at the intersection with Sunshine Hill Road and eastbound traffic to stop and yield at the intersection of SR 97 . 45 mph speed limit postings for both directions of travel. Truck prohibition signs are posted at Sunshine Hill Road and SR 97. Pavement markings consist of 6" centerline striping.

Condition of Roadway:

Visual inspection reveals minor frequency of 'alligator' cracking. Roadway striping and markings are in poor condition.

Adjacent Land Use:

The current land use adjacent to the subject portion of Crabtree Church Road is agricultural and rural residential. Per Escambia County Land Development Code the land parcels abutting the subject portion of Crabtree Church Road are zoned:

- ID-CP – Industrial Commerce Park
- P – Public
- VAG – 2 – Villages Agriculture
- VR1 – Villages Rural Residential Low Density
- V1 – Villages Single Family Dwellings Low Density
- VR -3 – Villages Rural Residential Medium Density

Residence buildings are set back 75' or more from Crabtree Church Road. There are no commercial businesses located along the subject portion Crabtree Church Road.

Safety History 2009 - 2013:

There were 8 reported crashes for the 5 year period examined. Crash type distribution is as follows:

- 1 angle collision at entrance to Don Sutton Park.
- 1 sideswipe collision (improper passing).
- 5 single vehicle run of road crashes.
- 1 single vehicle vs. cow.

Recommendations based on Evaluation:

Short term recommendations:

- Refurbish roadway centerline striping throughout.
- Install reflective pavement markers (rpm's) throughout spaced 80' on tangent portion and 40' in curve approaching SR 97.

LOCATION MAP

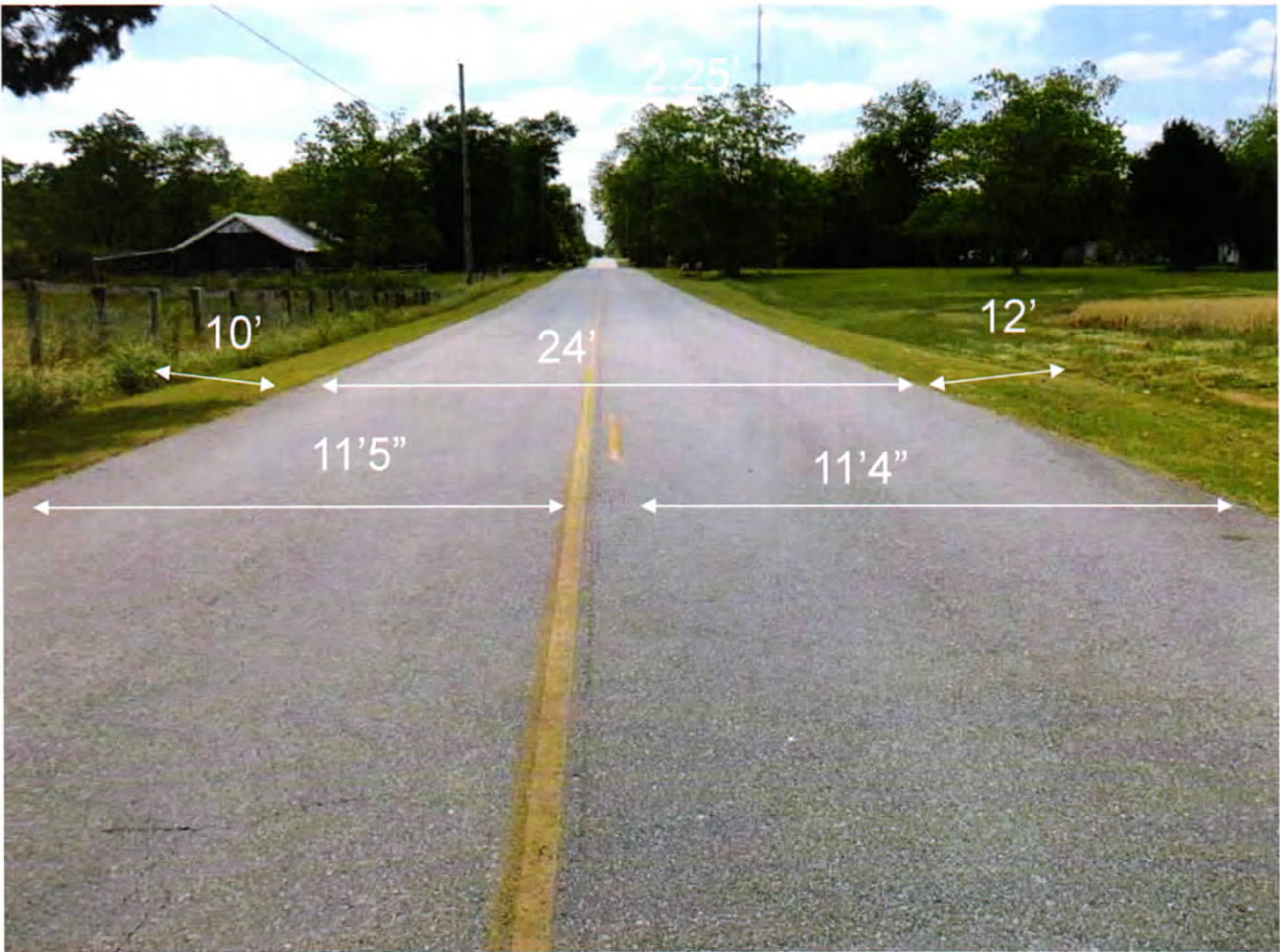
CRABTREE CHURCH ROAD

SR 97 – Sunshine Hill Rd



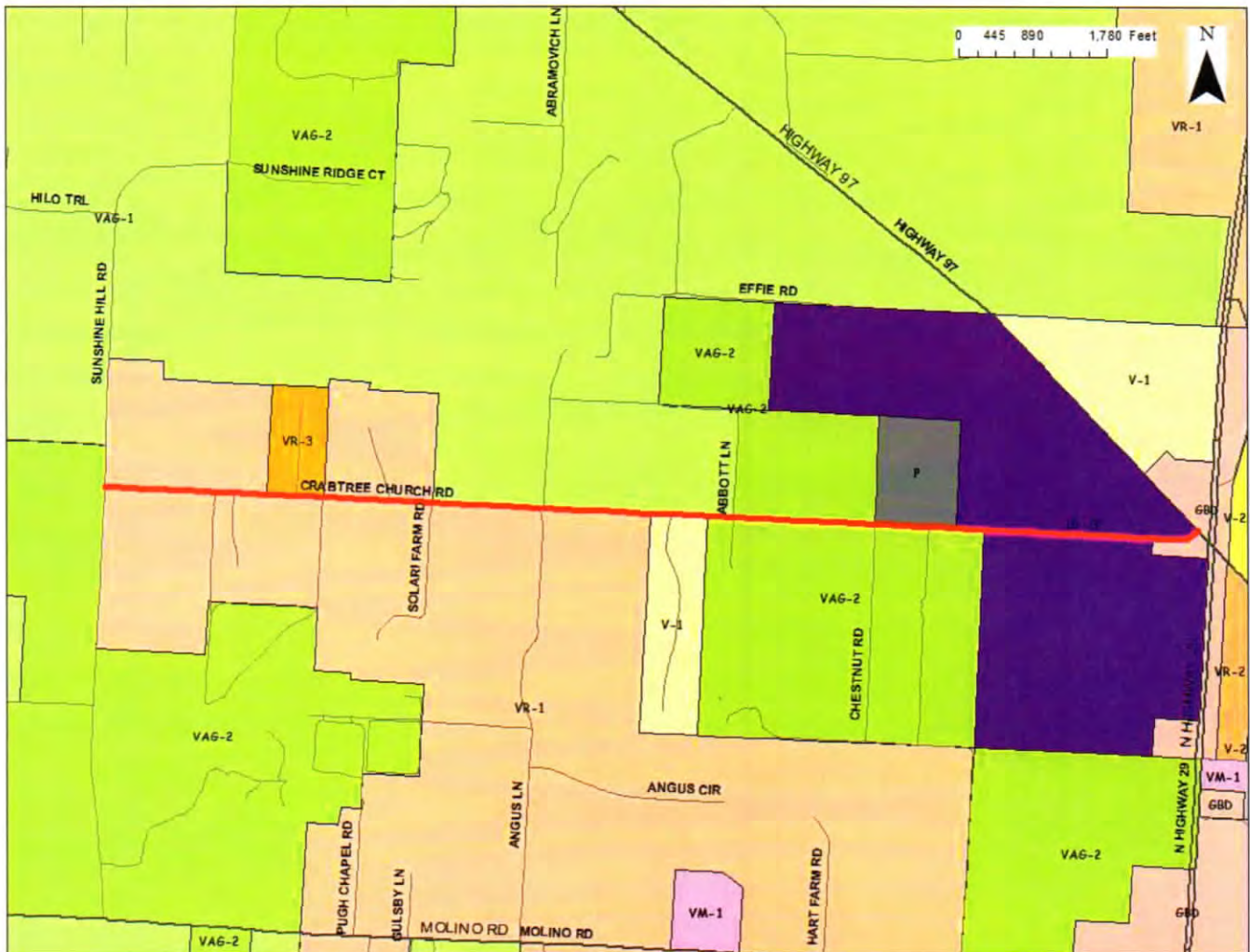
CRABTREE CHURCH ROAD

TYPICAL ROADWAY CROSS SECTION



TYPICAL ROADWAY CROSS SECTION CRABTREE CHURCH ROAD VIEWING WEST

ZONING ALONG SUBJECT PORTION OF CRABTREE CHURCH ROAD PER ESCAMBIA COUNTY LAND DEVELOPMENT CODE



ID-CP – Industrial Commerce Park

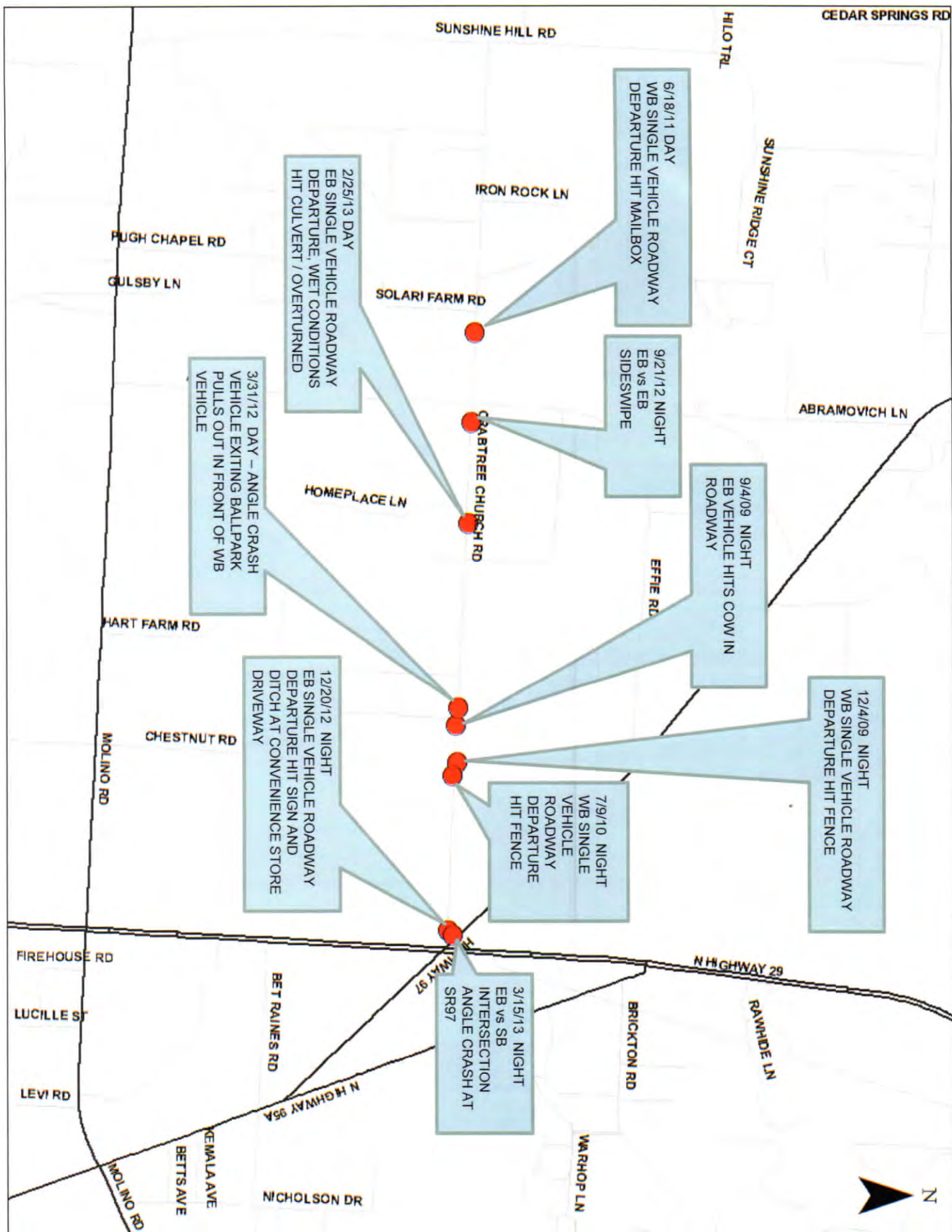
P – Public

VAG – 2 – Villages Agriculture

VR1 – Villages Rural Residential Low Density

V1 – Villages Single Family Dwellings Low Density

VR -3 – Villages Rural Residential Medium Density







BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8629

County Administrator's Report 9. 4.

BCC Regular Meeting

Discussion

Meeting Date: 08/06/2015

Issue: Leadership Florida Class Tuition and Travel Expenses

From: Grover Robinson, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Leadership Florida Class Tuition and Travel Expenses - Grover C. Robinson, IV, District Four Commissioner

That the Board approve the payment of the invoice for the Leadership Florida Class tuition, in the amount of \$5,450, and the expenses associated with the classes, including hotel, airfare, rental car or taxi fare, and per diem, to allow Commissioner Grover Robinson to attend the various Leadership Florida Classes throughout the State of Florida. (Commissioner Robinson has applied for a \$5,000 scholarship from the Florida Association of Counties. If it is approved, the County will owe only the remaining \$450 for the tuition.)

[Funding Source: Fund 001, General Fund, Cost Center 110101, Object Code 54001/55501]

BACKGROUND:

Commissioner Robinson has been selected for the Leadership Florida Class. The invoice for the tuition is due by August 31, 2015. The tuition covers all speaker/programming content and meals during each program session.

BUDGETARY IMPACT:

Funding Source: Fund 001, General Fund, Cost Center 110101, Object Code 54001/55501]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This request is in compliance with the Board's Policy on Out-Of-County Travel, Section I, Part C, Item Number 4.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Leadership Florida Class Tuition Invoice



INVOICE

DATE: 7/21/2015

BILL TO:

Grover Robinson
Escambia County Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, FL 32502

Leadership Florida Class XXXIV Tuition \$5,450.00

INVOICE TOTAL: \$5,450.00

All invoices are due by Aug. 31st

----- Please return bottom portion with payment -----

Grover Robinson
Escambia County Board of County Comm
221 Palafox Place, Suite 400
Pensacola, FL 32502

district4@myescambia.com

Please select payment method:

☐ Check enclosed Invoice Date: 7/21/2015

Or, ☐ Visa ☐ MasterCard ☐ AMEX

Name on Card _____

Card# _____

☐ Exp. Date _____ CVN# _____

Signature _____

Total Due: \$5,450.00 Amount Paid: \$ _____

100% of each contribution is received by Leadership Florida Statewide Community Foundation, Inc., a 501 (c)(3) nonprofit foundation. Leadership Florida holds registration SC-04988 with the Department of Agriculture & Consumer Services. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800) 435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

201 E. Park Ave
Tallahassee, FL 32301
Office: 850.521.1220
Fax: 850.521.1229
www.LeadershipFlorida.org



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8583

County Attorney's Report 9. 1.

BCC Regular Meeting

Action

Meeting Date: 08/06/2015

Issue: Settlement of Workers' Compensation Claim No.:306-099-0583561
filed by Dale Bond

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of the Workers' Compensation Claim of Dale Bond against Escambia County Board of County Commissioners

That the Board take the following action:

A. Authorize payment in the total sum of \$110,750.00 to Dale Bond in final settlement of Claim No.: 306-099-0583561; and

B. Authorize the County Attorney's Office to accept a general release, formal resignation and waiver of all non-Workers' Compensation claims executed by Dale Bond.

BACKGROUND:

On July 16, 2015, the parties attended a private mediation in an effort to settle globally Mr. Bond's workers' compensation claim. Claimant's counsel had also taken the position that the claimant was wrongfully terminated earlier this year. The County was represented by Brian Bolton of PELS which negotiated the settlement to include all claims, including any labor and employment matters.

After several hours of negotiations, the parties agreed to settle this case for \$110,750.00, inclusive of claimant's attorney fees and costs, contingent upon BCC approval. The settlement includes any and all accidents, occupational diseases, repetitive traumas, future medical care, and future workers' compensation indemnity benefits such as temporary disability and permanent total disability. The settlement also includes a general release, formal resignation and waiver of any and all other non-workers' compensation matters, including the potential labor and employment claim outlined above. As Mr. Bond is not and has not been in the past a Medicare recipient and does expect to apply for Medicare benefits in the next thirty (30) months, it is not necessary to provide for a Medicare set aside as part of the settlement.

PELS was able to obtain a favorable medical opinion which diminished the value of the future indemnity claim concerning the claimant's future employability. Mr. Bond has had significant medical care spanning over the past 15 years, which has included treatment for the neck, right shoulder, knees, and left hand, and expert treatment by specialists including orthopedic physicians and pain management specialists. The claimant has had neck surgery to repair a disk herniation in his cervical spine which involved a fusion at the C5-C6-C7 levels.

This settlement is recommended by PELS as being the most cost-beneficial option available to the Board for resolution of this matter. This office concurs in the recommendation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Brian Bolton of PELS will draft the appropriate documents to conclude this matter.

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-8627

County Attorney's Report 9. 2.

BCC Regular Meeting

Action

Meeting Date: 08/06/2015

Issue: Dispute as to terms of coverage for all-perils property insurance covering CBD Facility for the explosion occurring on April 30, 2014

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Dispute as to Terms of Coverage for All-Perils Property Insurance Covering Central Booking and Detention Facility for the Explosion Occurring on April 30, 2014.

That the Board take the following action:

- A. Authorize the County Attorney's Office to retain the law firm of Cheffy Passidomo to act as co-counsel in pre-suit negotiations and any ensuing litigation should an impasse be reached; and
- B. Authorize the County Administrator to sign the contingent fee agreement and statement of client's rights, copies of which are attached, to engage the law firm of Cheffy Passidomo.

BACKGROUND:

The County was insured by eight property insurers,¹ pursuant to all-perils property insurance for a maximum of \$45,000,000.00. A flood endorsement provided for compensation for damage from flood and rising waters with a sub-limit of \$25,000,000.00. The property insurers with the flood endorsement (Primary and First Excess) have paid the \$25,000,000.00 sub-limit for the three public buildings which were damaged by the flooding from the April 29th-April 30th, 2014 flooding event, which includes the Central Booking Detention Facility (CBDF). An explosion took place on the evening of April 30th at the CBDF causing extensive structural damage. All property insurers have denied coverage for damage from the explosion asserting that flooding caused the damage which has been paid. However, the County contends that the explosion is a separate loss, a second occurrence, and was caused by the ignition of natural gas that had leaked into and accumulated in the basement of the CBDF. The flood waters did not cause an ignition to occur. None of the policies had excluded explosion from the perils that would be covered under the policies. Therefore, according to prevailing case law interpreting an all-perils property insurance policy, explosion is a

covered peril or loss.

The law firm of Cheffy Passidomo has set forth in their contingent fee agreement that they would be entitled to a contingent fee of 10% of any gross recovery which was agreed to pre-suit and that, if suit is necessary, the percentage of the contingent fee would increase to 20% of the gross recovery or the greater of court-awarded attorney's fees. An additional 5% would be due in the event of an appeal. Costs would be paid by the County as billed on a monthly basis.

1 Attached is a listing of the insurers and the face amount of the coverage provided by each.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will be co-counsel with the Cheffy Passidomo firm.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Escambia County Property Insurance Company Participation

Contingent Fee Agreement

Statement of Client's Rights

Escambia County Property Insurance Company Participation

	Policy Number	Level of Participation
Primary Layer - \$10,000,000		
Axis Surplus Insurance	EAF753019-13	\$5,000,000
Ironshore Specialty Insurance Ltd	000425103	\$2,500,000
Liberty Surplus	LIUESP20133283P	\$2,500,000
First Excess Layer - \$15,000,000		
Axis Surplus Insurance	EAF77791-13	\$5,000,000
Allied World Assurance	0308-7114-1A	\$2,500,000
Westchester Surplus Lines	D37413811001	\$7,500,000
Second Excess Layer - \$20,000,000		
Landmark American Insurance	LHD384807	\$3,500,000
James River	00053448-1	\$5,000,000
Colony	XP26815	\$7,500,000
Ironshore Specialty Insurance Ltd	001848800	\$4,000,000
Total of All Layers		\$45,000,000

CONTINGENT FEE AGREEMENT

This Agreement is made by and between Escambia County Board of County Commissioners ("Client") and CHEFFY PASSIDOMO, P.A. ("Attorneys"), 821 Fifth Avenue South, Suite 201, Naples, Florida 34102. In consideration of the mutual promises herein contained, the Client and Attorneys agree as follows:

PURPOSE

1. The Client retains and employs the Attorneys to investigate and pursue all claims and petitions for property insurance coverage as to damages to the Escambia County Central Booking and Detention Center located at 1200 West Leonard Street, Pensacola, Escambia County, Florida 32501, arising out of flood and/or explosion that took place in April 2014 (the "Claims").

ATTORNEYS' FEES

2. The contingent fee shall be computed on the basis of the total gross recovery, which is the total of all money and property collected, including punitive damages (if applicable), interest, and the proceeds of any judgment, any settlement, or any other sources. The total gross recovery is calculated before and without deducting any expenses paid or owed. If no recovery is made, Client will not be indebted for any attorneys' fees. If there is a recovery, the Client agrees to pay to the Attorneys, at the time of closing, the following percentages of the total gross recovery:

I. PRIOR TO ANY LAWSUIT: The greater of either (A) or (B):

(A) A contingent fee of 10%.

OR

(B) The reasonable fee for Attorneys' services calculated by applying Attorneys' standard hourly rates to the number of hours which Attorneys have devoted to the Claims.

II. AFTER THE FILING OF ANY LAWSUIT: The greater of either (A) or (B) or (C), plus (D):

(A) A contingent fee of 20%.

OR

(B) Any court-awarded attorney fees whether by contract, statute and/or Rule of Civil Procedure.

OR

(C) Pursuant to any settlement of the Claims, an amount agreed upon between the parties (Client and any opposing party(ies)) for the payments of Client's attorneys' fees.

PLUS

(D) An additional 5% of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.

COURT AWARDED FEES OR FEES AGREED UPON IN SETTLEMENT

3. Nothing in this Agreement is intended to limit the amount of fees that a court may order an opposing party to pay for the benefit of Client. If fees awarded by the court are less than the contingent fee to which the Attorneys would be entitled as provided below, then the court-awarded fees actually received by Client shall be paid the Attorneys; however, the Attorneys will apply said received amounts as a credit against the contingent fee to be paid by Client to the Attorneys, as indicated above.

PAYMENT OF COSTS & EXPENSES

4. Client shall pay all costs and expenses, as necessary, to prosecute the Claims. Attorneys shall obtain approval from Client prior to undertaking any costs or expenses which are anticipated or estimated to be in excess of \$2,500.00. Client understands that all costs of investigation, filing of the lawsuit, court costs, travel, portal to portal travel expenses, computer assisted research, deposition expenses, service of process fees, copying costs, court reporter fees for depositions, hearings and trials along with costs of transcription, fees of expert consultants and witnesses, mediation fees, and all other costs, whether advanced or not, are Client's responsibility and, if not already paid, will be deducted from Client's total gross recovery after the attorneys' fee is calculated as described above.

AUTHORIZATION TO APPLY PROCEEDS

5. The Client expressly grants power to the Attorneys to endorse and deposit into their trust accounts any checks in the Client's name. The Client also authorizes the Attorneys to deduct their fees, costs and expenses (if not already paid) from any recovery.

MUTUAL COOPERATION

6. Attorneys shall keep Client informed of significant events throughout the litigation, and shall respond to reasonable requests for information. Likewise, the Client will keep the Attorneys advised of Client's whereabouts, will appear on reasonable notice at any and all depositions and court appearances, and will comply with the Attorneys' reasonable requests in connection with the preparation and presentation of the aforesaid Claims and causes of action of the Client.

CLIENT'S APPROVAL OF SETTLEMENT

7. No settlement of any nature shall be made for any of the Client's Claims without the Client's approval. Likewise, Client agrees to make no compromise or settlement in this matter without the Attorneys' advice and knowledge. Just as Attorneys shall notify Client of any offer of settlement or compromise, Client agrees to notify the Attorneys whenever an offer of settlement or compromise is received by Client and to inform the Attorneys' of the amount or terms of any such offer.

STATEMENT OF CLIENT'S RIGHTS

8. The undersigned Client has, before signing this Contract, received and read the Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned Client has signed the statement and received a signed copy to keep to refer to while being represented by the undersigned Attorneys.

RIGHT TO CANCEL

9. This Contract may be canceled by written notification to the Attorneys at any time within three (3) business days of the date of the Contract was signed, as shown below, and if canceled the Client shall not be obligated to pay any fees to the Attorneys for the work performed during that time. If the Attorneys have advanced funds to others in representation of the Client the Attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the Client.

APPEALS

10. In the event that a judgment is entered against the Client by the trial court, the Attorneys will evaluate whether an appeal should be taken. The Attorneys reserve the option to decline to represent the Client on appeal and will communicate such a decision in time for the Client to engage other counsel. If the Client engages other counsel to represent the Client on appeal and a recovery is ultimately made, whether by judgment or settlement, the Client will pay to the Attorneys twenty percent (20%) of the total gross recovered amount, without regard to the Client's fee agreement with any other counsel. The provisions of this paragraph shall equally apply in the event that a decision is entered against the Client by the Court of Appeals or by the Florida Supreme Court, and an appeal is taken from either of those courts.

NO GUARANTIES, RIGHT TO WITHDRAW

11. Client understands that there are no "guaranteed results" in litigation and acknowledges that Attorneys have made no promises or representations relating to the outcome of the Claims. Attorneys reserve the right to withdraw from representation of the Client for any reason as permitted or required under the Florida Rules of Professional Conduct. Notification of withdrawal shall be made in writing to Client. In the event of such withdrawal, Client agrees to promptly pay the Attorneys for all outstanding costs and expenses incurred pursuant to this Contract prior to the date of such withdrawal.

FEES DUE IF CLIENT TERMINATES SUIT OR DISCHARGES ATTORNEYS

12. In the event that Client and Attorneys mutually agree at some time during the course of litigation that the suit does not appear to be strong enough to merit further prosecution, the suit shall be dismissed and Client shall owe no fee to Attorneys. However, in the event that Client decides for business or for other reasons to stop pursuing the Claims and Attorneys believe that further prosecution of the

Claims is warranted, then the Claims shall not be pursued further, but Client shall pay Attorneys a reasonable fee for their services to that point calculated by applying Attorneys' standard hourly rates to the number of hours which Attorneys have devoted to the case. In the event that Client decides to discharge Attorneys but pursue the Claims, Attorneys shall be entitled to a reasonable fee based upon all of the circumstances, the Rules Regulating the Florida Bar and applicable case law.

FLORIDA LAW TO APPLY

13. Florida law shall govern the interpretation of this Agreement.

EFFECTIVE DATE OF AGREEMENT

14. This Agreement shall be effective as of the last date on which it is signed by one of the parties hereto.

PARTIES BOUND

15. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The person(s) signing below represent and warrant that they have the authority, power and ability to bind the entities on behalf whom they are signing to this Contract. Copies of this Agreement, including electronic images of this Agreement (such as PDFs and facsimiles), shall be acceptable and binding upon the parties as the executed original.

APPROVED AND ACCEPTED:

Escambia County Board of County Commissioners

By: _____

Date

Title: _____

Printed Name: _____

Cheffy Passidomo, P.A.

By: 

7/29/15
Date

Title: principal

Printed Name: EDWARD K. CHEFFY

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers he or she should tell you what kind of fee sharing

arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for the attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise

statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 904-561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Escambia County Board of County Commissioners

By: _____

Date

Title: _____

Printed Name: _____

Cheffy Passidomo, P.A.

By:  _____

7/27/15
Date

Title: Principal _____

Printed Name: EDWARD K. CHEFFY _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8644

County Attorney's Report 9. 3.

BCC Regular Meeting

Action

Meeting Date: 08/06/2015

Issue: Introducing S. 770 and H.R. 1452 - The Escambia County Land Conveyance Act

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Introducing S. 770 and H.R. 1452 - The Escambia County Land Conveyance Act

That the Board authorize the Chairman to sign the attached five letters jointly with the Santa Rosa County Commission in support of introducing S. 770 and H.R. 1452, the Escambia County Land Conveyance Act. This legislation will allow the County to release the restrictions on land conveyance to facilitate the transfer of County controlled leased interests to the existing leaseholders.

BACKGROUND:

The County's federal lobbyist, Marion Turner, has requested and drafted the attached five letters as part of the County's efforts to obtain an amendment to the Federal Deed regarding Santa Rosa Island. The Santa Rosa County Commission is scheduled to meet on August 13, 2015.

BUDGETARY IMPACT:

TBD

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Joint Ltr. to U.S. Senator Marco Rubio

Joint Ltr. to U.S. Senator Bill Nelson

Joint Ltr. to U.S. Representative Jeff Miller

Joint Ltr. to Lisa Murkowski, Chairman of the ENR Committee

Joint Ltr. to Rob Bishop, Chairman of the NR Committee

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ESCAMBIA COUNTY, FLORIDA**



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Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

August 14, 2015

Honorable Marco Rubio
United States Senator
284 Russell Senate Office Building
Washington, DC 20510

Dear Senator Rubio:

As the local officials with governance over Santa Rosa Island in Northwest Florida, we offer our sincerest thanks to you for introducing *S. 770, the Escambia County Land Conveyance Act*. As you know, the legislation would allow Escambia County to release the restrictions on land conveyance to facilitate the transfer of county controlled leased interests to the existing leaseholders.

Since 1947, when the property was originally deeded from the Federal Government to Escambia County, this barrier island had undergone tremendous changes. A few small seasonal cottages have grown to two communities, Pensacola Beach and Navarre Beach, with full time residents living in multi-million dollar homes. Since 1956, when the four miles of beach on the eastern end was deeded by Escambia County to Santa Rosa County, these long-term leases, while technically having little value, have become highly valued assets.

As a result of this situation, the tax collectors in both counties, over time, took notice. Efforts began with the property appraisers levying taxes on the improvements to the leases (i.e. the houses, pools, piers, etc.) and culminated with leaseholders being taxed on the land itself. Furthermore, the courts have agreed with the appraisers time and again, with the Florida Supreme Court recently ruling in favor of Santa Rosa County's right to levy taxes on both the land and structures built on the leaseholds.

With leaseholders on Santa Rosa Island now paying not only lease fees associated with their leases, but also being taxed as if they own the property, County Officials in both Escambia and Santa Rosa Counties strongly support remedial actions to eliminate this double taxation, but their hands are tied by a federal statute adopted in the aftermath of World War II.

Page Two
August 14, 2015

S. 770, and its companion House bill, H.R. 1452, introduced by Representative Jeff Miller, provide the best possible solution by allowing leaseholders to obtain a fee-simple title transfer of their leases. Once transferred, the property owners would no longer be required to pay lease fees and pay only the rightful property taxes on the land they own. Services now provided on the island from lease fees would be taken over by the respective county governments and provided for in the same manner as the mainland areas of each county.

Also from a conservation standpoint, the legislation permanently codifies all conservation and public land uses are preserved in perpetuity, thereby preventing future elected officials in either county from rezoning these lands for development. Both counties firmly believe that these undeveloped parcels, along with land included the Gulf Islands National Seashore, must remain pristine to provide habitat for the wildlife that enhances the entire Gulf Coast.

The Escambia County Land Conveyance Act enjoys strong support from County Officials and the residents of Santa Rosa Island. The time is now to correct this long-running problem of unfair taxation.

Thanks again for your leadership in introducing this important piece of legislation, and we look forward to working with you to gain its enactment into law.

Sincerely,

Sincerely,

Steven Barry, Chairman
Escambia County
Board of County Commissioners

Don Salter, Chairman
Santa Rosa County
Board of County Commissioners

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ESCAMBIA COUNTY, FLORIDA**



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August 14, 2015

Honorable Bill Nelson
United States Senator
716 Hart Senate Office Building
Washington, DC 20510

Dear Senator Nelson:

As the local officials with governance over Santa Rosa Island in Northwest Florida, we sincerely hope you will reconsider co-sponsorship of S. 770, *the Escambia County Land Conveyance Act*. As you know, the legislation would allow Escambia County to release the restrictions on land conveyance to facilitate the transfer of county controlled leased interests to the existing leaseholders.

Since 1947, when the property was originally deeded from the Federal Government to Escambia County, this barrier island had undergone tremendous changes. A few small seasonal cottages have grown to two communities, Pensacola Beach and Navarre Beach, with full time residents living in multi-million dollar homes. Since 1956, when the four miles of beach on the eastern end was deeded by Escambia County to Santa Rosa County, these long-term leases, while technically having little value, have become highly valued assets.

As a result of this situation, the tax collectors in both counties, over time, took notice. Efforts began with the property appraisers levying taxes on the improvements to the leases (i.e. the houses, pools, piers, etc.) and culminated with leaseholders being taxed on the land itself. Furthermore, the courts have agreed with the appraisers time and again, with the Florida Supreme Court recently ruling in favor of Santa Rosa County's right to levy taxes on both the land and structures built on the leaseholds.

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The Escambia County Land Conveyance Act enjoys strong support from County Officials and the residents of Santa Rosa Island. The time is now to correct this long-running problem of unfair taxation.

Thanks again for your ongoing leadership in the Gulf Coast, and we look forward to continuing our dialogue with you and your staff on this important piece of legislation.

Sincerely,

Sincerely,

Steven Barry, Chairman
Escambia County
Board of County Commissioners

Don Salter, Chairman
Santa Rosa County
Board of County Commissioners

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August 14, 2015

Honorable Jeff Miller
United States Representative
336 Cannon House Office Building
Washington, DC 20515

Dear Representative Miller:

As the local officials with governance over Santa Rosa Island in Northwest Florida, we offer our sincerest thanks to you for introducing *H.R. 1452, the Escambia County Land Conveyance Act*. As you know, the legislation would allow Escambia County to release the restrictions on land conveyance to facilitate the transfer of county controlled leased interests to the existing leaseholders.

Since 1947, when the property was originally deeded from the Federal Government to Escambia County, this barrier island had undergone tremendous changes. A few small seasonal cottages have grown to two communities, Pensacola Beach and Navarre Beach, with full time residents living in multi-million dollar homes. Since 1956, when the four miles of beach on the eastern end was deeded by Escambia County to Santa Rosa County, these long-term leases, while technically having little value, have become highly valued assets.

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August 14, 2015

H.R. 1452, and its companion Senate bill, S. 770, introduced by Senator Marco Rubio, provide the best possible solution by allowing leaseholders to obtain a fee-simple title transfer of their leases. Once transferred, the property owners would no longer be required to pay lease fees and pay only the rightful property taxes on the land they own. Services now provided on the island from lease fees would be taken over by the respective county governments and provided for in the same manner as the mainland areas of each county.

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Sincerely,

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Don Salter, Chairman
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August 14, 2015

Honorable Lisa Murkowski, Chairman
Committee on Energy and Natural Resources
United States Senate
304 Dirksen Senate Office Building
Washington, DC 20510

Dear Chairman Murkowski:

As the local officials with governance over Santa Rosa Island, a 40 mile long barrier island in Northwest Florida, we ask your committee's immediate consideration of *S. 770, the Escambia County Land Conveyance Act*, introduced on March 18, 2015 by Senator Marco Rubio. This important legislation has been referred to your committee and would allow Escambia County, Florida to release the restrictions on land conveyance to facilitate the transfer of county controlled leased interests to the existing leaseholders.

Since 1947, when the property was originally deeded from the Federal Government to Escambia County, this barrier island had undergone tremendous changes. A few small seasonal cottages have grown to two communities, Pensacola Beach and Navarre Beach, with full time residents living in multi-million dollar homes. Since 1956, when the four miles of beach on the eastern end was deeded by Escambia County to Santa Rosa County, these long-term leases, while technically having little value, have become highly valued assets.

As a result of this situation, the tax collectors in both counties, over time, took notice. Efforts began with the property appraisers levying taxes on the improvements to the leases (i.e. the houses, pools, piers, etc.) and culminated with leaseholders being taxed on the land itself. Furthermore, the courts have agreed with the appraisers time and again, with the Florida Supreme Court recently ruling in favor of Santa Rosa County's right to levy taxes on both the land and structures built on the leaseholds.

With leaseholders on Santa Rosa Island now paying not only lease fees associated with their leases, but also being taxed as if they own the property, County Officials in both Escambia and Santa Rosa Counties strongly support remedial actions to eliminate this

Page Two
August 14, 2015

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S. 770, and its companion House bill, H.R. 1452, introduced by Representative Jeff Miller, provide the best possible solution by allowing leaseholders to obtain a fee-simple title transfer of their leases. Once transferred, the property owners would no longer be required to pay lease fees and pay only the rightful property taxes on the land they own. Services now provided on the island from lease fees would be taken over by the respective county governments and provided for in the same manner as the mainland areas of each county.

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The Escambia County Land Conveyance Act enjoys strong support from County Officials and the residents of Santa Rosa Island. The time is now to correct this long-running problem of unfair taxation.

We respectfully request your committee's careful consideration of this important legislation. Furthermore, should you have questions or need any additional information, please do not hesitate to contact our offices.

Sincerely,

Sincerely,

Steven Barry, Chairman
Escambia County
Board of County Commissioners

Don Salter, Chairman
Santa Rosa County
Board of County Commissioners

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August 14, 2015

Honorable Rob Bishop, Chairman
Committee on Natural Resources
United States House of Representatives
1324 Longworth House Office Building
Washington, DC 20515

Dear Chairman Bishop:

As the local officials with governance over Santa Rosa Island, a 40 mile long barrier island in Northwest Florida, we ask your committee's immediate consideration of *H.R. 1452, the Escambia County Land Conveyance Act*, introduced on March 18, 2015 by Representative Jeff Miller. This important legislation has been referred to your committee and would allow Escambia County, Florida to release the restrictions on land conveyance to facilitate the transfer of county controlled leased interests to the existing leaseholders.

Since 1947, when the property was originally deeded from the Federal Government to Escambia County, this barrier island had undergone tremendous changes. A few small seasonal cottages have grown to two communities, Pensacola Beach and Navarre Beach, with full time residents living in multi-million dollar homes. Since 1956, when the four miles of beach on the eastern end was deeded by Escambia County to Santa Rosa County, these long-term leases, while technically having little value, have become highly valued assets.

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August 14, 2015

Escambia and Santa Rosa Counties strongly support remedial actions to eliminate this double taxation, but their hands are tied by a federal statute adopted in the aftermath of World War II.

H.R. 1452, and its companion Senate bill, S. 770, introduced by Senator Marco Rubio, provide the best possible solution by allowing leaseholders to obtain a fee-simple title transfer of their leases. Once transferred, the property owners would no longer be required to pay lease fees and pay only the rightful property taxes on the land they own. Services now provided on the island from lease fees would be taken over by the respective county governments and provided for in the same manner as the mainland areas of each county.

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We respectfully request your committee's careful consideration of this important legislation. Furthermore, should you have questions or need any additional information, please do not hesitate to contact our offices.

Sincerely,

Sincerely,

Steven Barry, Chairman
Escambia County
Board of County Commissioners

Don Salter, Chairman
Santa Rosa County
Board of County Commissioners



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-8640

County Attorney's Report 9. 1.

BCC Regular Meeting

Information

Meeting Date: 08/06/2015

Issue: Recognition of Assistant County Attorney Kristin D. Hual

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Recognition of Assistant County Attorney Kristin D. Hual

That the Board commend and congratulate Assistant County Attorney Kristin D. Hual for achieving Board Certification by the Florida Bar in the area of City, County and Local Government Law.

Ms. Hual has been with this office since August 18, 2008. Board Certification demonstrates "special knowledge, skills and proficiency" in her field of practice. Ms. Hual is to be congratulated for this accomplishment.

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.
