

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

CHAMBER RULES

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

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

AGENDA

Board of County Commissioners

Regular Meeting – September 22, 2016 – 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 Robinson.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation honoring October 2016 as the 30-year anniversary of the Emergency Planning and Community Right-to-Know Act throughout the County, to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program;

B. The Proclamation proclaiming the week of September 28 through October 2, 2016, as a week to celebrate the 8th Annual Pensacola Beach Songwriters' Festival and urging all citizens and visitors to join in the celebration; and

C. The Proclamation recognizing September 2016 as the International Childhood Cancer Awareness Month by "Going Gold" and encouraging citizens, schools and businesses to help spread awareness for our children by displaying gold ribbons, the international symbol for Childhood Cancer Awareness, during the month of September.

7. Written Communication

August 23, 2016, communication from William Stevens requesting that Escambia County provide relief of Code Enforcement Lien attached to properties located at 205 McKinley Drive and 20 Teakwood Drive.

Recommendation: That the Board review and consider lien relief request made by William Stevens against properties located at 205 McKinley Drive and 20 Teakwood Drive.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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

William Stevens, heir to the property, is the deceased owner's son and is in the process of selling off all properties owned by his father. Mr. Stevens has pending closings and is requesting relief.

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

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

9. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the September 8, 2016, C/W Workshop, recommended that the Board submit a formal request to Mayor Ashton Hayward and the Pensacola City Council to hold a joint meeting with the Board of County Commissioners.

10. Reports:

**CLERK & COMPTROLLER'S REPORT**

Backup Not Included With The Clerk's Report Is Available For Review In  
The Office Of The Clerk To The Board  
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the July 2016 Returns Received in August 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2016 returns received in the month of August 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2016; total collections for the month of July 2016 returns was \$1,921,320.76; this is a 12.26% increase over the July 2015 returns; total collections year to date are 10.09% more than the comparable time frame in Fiscal Year 2015.

2. Recommendation Concerning Write-off of Return Checks and Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$346.00 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

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

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

A. A copy of the Oath of Office signed by Escambia County Health Facilities Authority Board Member Michael S. Kohler, who was reappointed for a four-year term by the Board of County Commissioners at its August 18, 2016, meeting; and

B. *DEP Contract No. WQ015, Amendment No. 1*, between the Florida Department of Environmental Protection (DEP), and the Escambia County Board of County Commissioners, based on the Board's action of June 26, 2014, accepting the Grant Award associated with DEP Contract No. WQ015 for monitoring low impact design best management practices for the Escambia County One Stop Office Building, and authorizing the Chairman to sign any subsequent Contract-related documents, without further action of the Board.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 1, 2106;

B. Approve the Minutes of the Regular Board Meeting held September 1, 2106;

C. Approve the Minutes of the Attorney-Client Session held September 1, 2016, at 8:30 a.m.;

D. Approve the Minutes of the Attorney-Client Session held September 1, 2016, at 3:30 p.m.;

E. Approve the Minutes of the First Budget Public Hearing regarding the Fiscal Year 2016/2017 County-wide Budget held September 6, 2016; and

F. Approve the Minutes of the Special Board Meeting held September 6, 2016.

## GROWTH MANAGEMENT REPORT

### I. Public Hearing

1. 5:45 P.M. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Sections 4-4.1, 4-4.2(d), 4-4.2(f), and 4-4.4(b)(3) by Adopting the Air Installations Compatible Use Zones Study (AICUZ) for NAS Pensacola and NOLF Saufley 2010

That the Board of County Commissioners (BCC) drop the 5:45 p.m., Public Hearing scheduled to review and adopt an Ordinance to the Land Development Code (LDC) Chapter 4, Article 4, Section 4-4.1 "Purpose of Article" and Section 4-4.2(d) "Source Standards", by including the "Air Installations Compatible Use Zones Study for NAS Pensacola and NOLF Saufley 2010", and Section 4-4.2(f) to change the abbreviation for the 24-hour day-night average sound level abbreviation from Ldn to DNL, and Section 4-4.4(b)(3) "Establishment".

2. 5:46 p.m. - A Public Hearing Concerning the Issuance of a Recycling Permit for a Vegetative Yard Trash Recycling/Processing Facility Located at 2170 Longleaf Drive, Eager Beaver, LLC

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a recycling permit for a vegetative yard trash recycling/processing facility located at 2170 Longleaf Drive, owned by Eager Beaver, LLC.

### II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

#### **October 6, 2016**

5:48 p.m. - A Public Hearing - Large Scale Amendment 2016-01 - Beck's Lake Road - Changing the Future Land Use from Mixed-Used Urban to Industrial (second of two public hearings)

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

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

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all assets described on the Request Form. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County.

2. Recommendation Concerning a Memorandum of Understanding with the University of West Florida Establishing a Partnership for Artificial Reef Research - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a Memorandum of Understanding (MOU) between Escambia County, Florida, and the University of West Florida Establishing a Partnership for Artificial Reef Research:

- A. Approve the MOU between Escambia County, Florida, and the University of West Florida Establishing a Partnership for Artificial Reef Research; and
- B. Authorize the Chairman to sign the MOU and subsequent MOU-related documents such as no-cost time extensions, subject to Legal review and sign-off, without further action of the Board.

3. Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Tonya Gant, Neighborhood & Human Services Department Director

That the Board confirm the appointment of Dr. Michelle L. Taylor, Escambia County School District's Director of Workforce Education as the representative of the Escambia County School District. This appointment will be effective September 22, 2016, through September 22, 2018. This request will allow for compliance with the CareerSource Escarosa Board of Director's By-Laws regarding Board representation and terms.

4. Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Atwood Redevelopment Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising for a Public Hearing for Thursday, October 20, 2016 at 5:33 p.m., for consideration to adopt the Atwood Redevelopment Plan, as requested by the Community Redevelopment Agency.

5. Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Ensley Redevelopment Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, October 20, 2016 at 5:31 p.m., to consider adoption of the Ensley Redevelopment Plan, as requested by the Community Redevelopment Agency.

6. Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Atwood Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising a Public Hearing for Thursday, October 20, 2016 at 5:34 p.m., for consideration to adopt an Ordinance of Escambia County, Florida, relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Atwood Redevelopment District projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

7. Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Ensley Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, October 20, 2016 at 5:32 p.m., for consideration to adopt an Ordinance of Escambia County, Florida, relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Ensley Redevelopment District projects; providing for short title; Providing for legislative findings; Providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

8. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 18, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 18, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

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

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

10. Recommendation Concerning Amendment #3 to the Agreement between Pensacola State College and Escambia County - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning Amendment #3 to the Agreement between Pensacola State College and Escambia County:

A. Approve the Amendment #3 that accommodates for the access and use of the Pensacola State College, Century Center for the potential use of the property as a Point of Distribution (POD) during disaster response and recovery efforts; and

B. Authorize the Chairman or Vice Chairman to sign the Agreement.

11. Recommendation Concerning the Conveyance of a Utility Easement to Emerald Coast Utilities Authority for Mariner Oaks Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a utility easement, located at the intersection of Alekai Drive and North Blue Angel Parkway - Mariner Oaks Subdivision, to Emerald Coast Utilities Authority (ECUA) for a Supervisory Control and Data Acquisition (SCADA) System:

A. Approve the utility easement, which covers 5,000 square feet and is located at the intersection of Alekai Drive and North Blue Angel Parkway - Mariner Oaks Subdivision, to Emerald Coast Utilities Authority (ECUA) for a SCADA System, and

B. Authorize the Chairman to sign, subject to Legal review and sign-off, the necessary documents granting the utility easement to ECUA.

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

12. Recommendation Concerning an Amendment to the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement:

A. Approve and Authorize the Chairman to sign the FDOT Amendment to the Traffic Signal Maintenance and Compensation Agreement; and

B. Authorize the Chairman to sign any future Amendments and any other documents related to the Traffic Signal Maintenance and Compensation Agreement without further action of the Board.

13. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Two Alleyways in Hazlehurst Subdivision and One Alleyway in Blount Re-Subdivision of Kupfrian Park - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for October 20, 2016, at 5:35 p.m., to consider the Petition to Vacate two alleyways in Blocks 19 and 20 of Hazlehurst Subdivision (both 20 feet x 300 feet) and one alleyway in Block "H" of Blount Re-Subdivision of that part of Kupfrian Park (20 feet x 285 feet), as petitioned by Mr. Percy Goodman, agent for Floyd Peacock and New Birth Baptist Church of Pensacola, Inc.

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

That the Board approve the 10 Request for Disposition of Property Forms for the Public Works Department, listing 25 items. The Request Forms have been signed by all applicable authorities.

15. Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2015-2016 Proposed Grant Application for Mass Transit Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for 5:31 p.m., on October 6, 2016, for the purpose of receiving comments from the general public concerning the Fiscal Year (FY) 2015-2016 proposed Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Projects for Federal Transit Administration (FTA) Section 5307 Funds Operating and Capital.

[Funding: The Grant Application is for a total of \$3,167,710. Capital Assistance (\$1,974,477) requires a local 80/20 match of \$479,361, which will be covered by Florida Toll Revenue credits. Operating Assistance (\$1,250,265) requires a local 50/50 match of \$1,250,265. The local match is included in the FY 2015-2016 Budget. Operating expenses will be reimbursed at 50% up to the allowed maximum of \$1,250,265]

16. Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

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

17. Recommendation Concerning the Second Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Second Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc., to reallocate funding, in the amount of \$200,000, from personnel related expenses to direct programming activities within the Fiscal Year 2015-2016 Budget, as revised in Exhibit "A."

18. Recommendation Concerning the Waiver of Option to Re-Purchase Real Property Located at Lot 13, Block B, Marcus Pointe Commerce Park - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Waiver of Option to Re-Purchase Real Property located at Lot 13, Block B, Marcus Pointe Commerce Park, Account Number: 040861854, Property Reference #: 391S300200013002:

A. Waive its right to Re-Purchase real property located at Lot 13, Block B, Marcus Point Commerce Park as described in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, recorded in Official Record Book 2931 at page 63, as amended in Official Record Book 4029 at page 87 of the public records of Escambia County, Florida, which expired on January 1, 2010; and

B. Authorize the Chairman to sign the Waiver of Option to Re-Purchase (the aforementioned property), which has been approved by the County Attorney's Office; thereby permitting the sale of the property by Joey Lee Barnes and James Kevin Barnes to SVNCRE Group, LLC.

19. Recommendation Concerning Reappointment to the BID Inspections Fund Advisory Board (IFAB) - Donald R. Mayo, Building Official/Building Services Department Director

That the Board take the following action concerning the Home Builders Association of West Florida's recommendation for reappointment of a member to the BID Inspections Fund Advisory Board (IFAB):

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

B. Reappoint Thomas Henry, Thomas Home Corporation, for a three-year term, beginning October 1, 2016, through September 30, 2019.

The BID Investment Fund Advisory Board is governed under the Escambia County Code of Ordinances Number 2004-56, Chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve a three-year term and may be reappointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

20. Recommendation Concerning the United Way of Escambia County "Day of Caring" on October 14, 2016 - Jack R. Brown, County Administrator

That the Board support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 14, 2016, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

21. Recommendation Concerning the Request for Disposition of Property for the Corrections Department-Chip W. Simmons, Assistant County Administrator

That the Board approve the Request for Disposition of Property Form for the Corrections Department, for the property which is described and listed on the Disposition Form, with reason for disposal stated.

22. Recommendation Concerning a License Agreement with the Northwest Florida Water Management District for the Scour Rehabilitation of County Road 184 (Quintette Road) Bridge - Joy D. Blackmon, P.E. - Public Works Department Director

That the Board take the following action concerning a License Agreement between Escambia County and the Northwest Florida Water Management District (NFWWMD) for a planned improvement project for the Scour Rehabilitation of County Road (CR) 184 (Quintette Road) bridge over Escambia River (Bridge Number 480045):

A. Rescind the Board's action of August 4, 2016, CAR I-8, approving the License Agreement between Escambia County and NFWWMD for Access and Temporary Construction Workspace at Quintette Landing Boat Ramp, a planned improvement project for the Scour Rehabilitation of CR 184 (Quintette Road) bridge over Escambia River;

B. Approve the updated License Agreement between Escambia County and NFWWMD for Access and Temporary Construction Workspace at Quintette Landing Boat Ramp, a planned improvement project for the Scour Rehabilitation of CR 184 (Quintette Road) bridge over Escambia River; and

C. Authorize the Chairman or Vice Chairman to execute the updated License Agreement, and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.

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

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning a Fee Resolution - Dr. John Lanza, MD, PhD, MPH, FAAP, State of Florida Department of Health, Escambia County Health Department

That the Board adopt the Resolution authorizing a revised fee schedule for services provided by the State of Florida Department of Health, Escambia County Health Department; providing for an effective date. The Escambia County Health Department periodically revises its schedule of fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

2. Recommendation Concerning Administrative Change Order #1 to the DLR Group, Inc., PD 13-14.082, PO 151531 for the Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility - David W. Wheeler, CFM, Facilities Management, Department Director

That the Board approve and authorize the County Administrator to execute the following Administrative Change Order #1 for a scope of service modification with no monetary change:

Department:	Facilities Management
Division:	DCAT
Type:	Administrative
Amount:	\$0
Vendor:	DLR Group, Inc.
Purchase Order:	151531
Change Order:	1
Original Award Amount:	\$3,999,280
Cumulative Amount of Change Orders Through This Change Order:	\$0
New Purchase Order Total:	\$3,999,280

[Funding Source: Fund 352, LOST III, Cost Center 290407, Object Code 56201, Project #14SH2728]

3. Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000 for the Information Technology Department - Shawn P. Fletcher, Information Technology Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

4. Recommendation Concerning Contract Award for Professional Services for Title V and NSPS Compliance Services for the Perdido Landfill - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, per the terms and conditions of PD 15-16.075, Professional Services for Title V and NSPS Compliance Services for the Perdido Landfill, for a lump sum of \$195,390 for a two-year term of professional services.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

5. Recommendation Concerning Contract Award for Special Magistrate - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board take the following action concerning the Agreement for Special Magistrate:

A. Award and authorize the Chairman to sign the Continuing Contract for Special Magistrate PD 15-16.077, to Farrar Law Firm, P.A., effective October 1, 2016, per the terms and conditions of PD 15-16.077, based on the following fees:

1. Special Magistrate, in the amount of \$155 (per hour); and
2. Paralegal, in the amount of \$75 (per hour); and

B. Authorize the Department(s), in conjunction with the Office of Purchasing to issue Purchase Orders as required.

[Funding: Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 53101]

6. Recommendation Concerning Purchase Order for Road Department Asphalt Patch Body - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign a Purchase Order to H.D. Industries, Inc., per the terms and conditions of PD 15-16.087, Road Department Asphalt Patch Body, based on the lowest bid of \$74,203. The Invitation to Bid PD 15-16.087 was posted on the website from August 8, 2016 to September 7, 2016.

[Funding: Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 54601]

7. Recommendation Concerning Purchase Order for Road Department Truck Cab Crew & Chassis - Claudia Simmons, Office of Purchasing, Purchasing Manager.

That the Board approve and authorize the County Administrator to sign a Purchase Order to Hub City Ford-Mercury, Inc., per the terms and conditions of PD 15-16.086, Road Department Truck Crew Cab & Chassis, based on the lowest bid of \$63,999. The Invitation to Bid PD 15-16.086 was posted on the website from August 8, 2016, to September 7, 2016.

[Funding: Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 54601]

8. Recommendation Concerning Contract Award for Southwest Escambia County Sports Complex Restroom Facilities - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board take the following action:

A. Approve the reallocation of funds from the Capital Improvement Program - Parks and Recreation Department, totaling \$250,000, from the Parks Development Project to the Southwest Sports Complex to fund the Restroom Facilities and any other expenses that might occur during the construction of these facilities. (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 350229); and

B. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Empire Builders Group, Inc., per the terms and conditions of PD 15-16.092, Southwest Escambia County Sports Complex Restroom Facilities, for a lump sum of \$169,496.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56201/56301, Project Number 08PR0102]

9. Recommendation Concerning Contract Award for Escambia County Main Jail Nurses Station Renovation - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board take the following action concerning the Agreement between Escambia County, Florida, and Birkshire Johnstone, LLC, per the terms and conditions of PD 15-16.079, Escambia County Main Jail Nurses Station Renovation:

A. Approve and authorize the County Administrator to sign the Agreement, for a lump sum of \$188,400;

B. Authorize the County Administrator to execute all related documents and Purchase Orders, for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater; and

C. Approve allocating an additional \$51,000 to allow sufficient funds to be made available for the \$46,000 increase and an additional \$5,000 for a project contingency.

[Funding: Fund 352 LOST III, Cost Center 290407, Object Code 56201, Project Number 14SH2728]

10. Recommendation Concerning Contract Award for Traffic Signal Construction - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award the Contract between Escambia County, Florida and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.090, Traffic Signal Construction for an initial term of 12 months with two options for 12-month renewals, for a total of 36 months for an estimated annual expenditure of \$300,000.

[Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601]

11. Recommendation Concerning Contract Award for Street and Navigation Lighting Maintenance and Repair - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award the Contract between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.089, Street and Navigation Lighting Maintenance and Repair, for an initial term of 12 months, with two options for renewal for 12 months, for a total of 36 months for an estimated annual amount of \$150,000.

[Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601]

12. Recommendation Concerning Contract Award for Traffic Signal Response Maintenance - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award the Contract between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.088, Traffic Signal Response Maintenance for an initial term of 12 months and the option for two 12-month extensions for a period of 36 months for an estimated annual amount of \$300,000.

[Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601]

13. Recommendation Concerning Contract Award for Crary Road Dirt Road Paving - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Roberson Excavation, Inc., per the terms and conditions of PD 15-16.078, Crary Road Dirt Road Paving, for a lump sum of \$1,313,391.55.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Code 08EN0068]

14. Recommendation Concerning Contract Award for Jackson Lake Maintenance Yard/Hurd Lane - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Gulf Atlantic Constructors, Inc., per the terms and conditions of PD 15-16.073, Jackson Lake Maintenance Yard/Hurd Road, for a lump sum of \$470,940.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330494, Object Code 54612/56301, Project Code ESDMP01]

15. Recommendation Concerning the Cancellation of Commercial Façade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Façade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following Cancellations of Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

<b>Property Owner</b>	<b>Address</b>	<b>Amount</b>
Rocky's Collision Center, Inc.	416 West Herman Street	\$3,615
Rocky's Collision Center, Inc.	450 West Herman Street	\$5,130

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

16. Recommendation Concerning the Cancellation of Four Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following Cancellations of four Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year compliance Grant requirements:

<b><u>Property Owner</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
Raymond A. and Sheryl Canevari	324 East Sunset Avenue	\$4,550
Ted R. and Anita L. Corbin	421 Baublits Court	\$2,075
Derryl D. Kidder	4 Audusson Avenue	\$2,250
Mary L. Matthews	3413 West Maxwell Street	\$3,569

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

17. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for Property Located at 8677 North Old Palafox - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 8677 North Old Palafox:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreement between Escambia County CRA and Basic Chemicals, Inc, owner of commercial property located at 8677 North Old Palafox, Ensley Redevelopment District, in the amount of \$3,455, representing an in-kind match through the Neighborhood Enterprise Division (NED), 2009 CDBG Cost Center 370212, and 2010 CDBG Cost Center 370214, Object Code 58301, for architectural restoration and exterior painting; and

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

18. Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 314 South Navy Boulevard, Suite "A" - Tonya Gant, Neighborhood and Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 314 South Navy Boulevard, Suite "A":

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and The Burger Factory , owner of commercial property located at 314 South Navy Boulevard, Suite "A", Pensacola, Florida, in the Warrington Redevelopment District, in the amount of \$2,000, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, Object Code 58301, to install new sign; and

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

19. Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 1703 Gary Avenue - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding, due to the owner's request to terminate the Funding and Lien Agreements, the following Board's action of May 19, 2016, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1703 Gary Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Carol L. Wilson, owner of residential property located at 1703 Gary Avenue, Brownsville Redevelopment District, each in the amount of \$2,844, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation; and

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

20. Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 2801 West Jackson Street - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of July 19, 2016, concerning the Residential Rehab Grant Program Funding and Lien Agreements at 2801 West Jackson Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, owners of residential property located at 2801 West Jackson Street, Brownsville Redevelopment District, each in the amount of \$4,090, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation; and

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

21. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Anne G. McIntosh, owner of residential property located at 219 Bryant Road, Warrington Redevelopment District, each in the amount of \$2,431 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and install new windows;

2. The Agreements between Escambia County CRA and Michael Bosso, owner of residential property located at 116 South 2nd Street, Warrington Redevelopment District, each in the amount of \$507 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Vera R. Costello, owner of residential property located at 211 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,762 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

4. The Agreements between Escambia County CRA and Euletta Spatz, owner of residential property located at 406 Labree Road, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;

5. The Agreements between Escambia County CRA and Michael and Melissa Pino, owners of residential property located at 415 Southeast Baublits Drive, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof; and

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

22. Recommendation Concerning Supplemental Budget Amendment #271 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #271, Transportation Trust Fund (175), in the amount of \$8,820, to recognize insurance proceeds received for damage to a County owned street sweeper and various traffic equipment, and to appropriate these funds into Road Department Cost Centers from where repair costs were expended.

23. Recommendation Concerning Supplemental Budget Amendment #275 -  
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #275, Local Option Sales Tax Fund III (352), in the amount of \$1,674,000, to recognize proceeds from a State of Florida Department of Transportation Economic Development Transportation Project Fund Agreement (EDTPFA), and to appropriate these funds for construction of transportation facility improvements on CR 184 (Muscogee Road), and improvements to the Muscogee Road Freight Corridor between Beulah Road and Carlisle Drive.

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

That the Board adopt the Resolution authorizing the write-off of \$1,972,690.67, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the third quarter of Fiscal Year 2015-2016 for 3,918 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

25. Recommendation Concerning Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2016/2017.

26. Recommendation Concerning the Volume Licensing Agreements with Microsoft Corporation - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Volume Licensing Agreements with Microsoft Corporation:

A. Approve the Microsoft Volume Licensing Agreement Number 8064502 for the Board of County Commissioners (BCC), which includes the Select Plus Affiliate Registration Form;

B. Approve the Microsoft Volume Licensing Agreement Number 01E73214, 001-kayleed-S-14, for the Escambia County Jail extension, which includes the Enterprise Enrollment Amendment to extend the initial term of the enrollment by an additional month such that it will expire on October 31, 2016, and then be combined with the renewal of the BCC Agreement on November 1, 2016, for the fee of \$7,168.58;

C. Approve the Microsoft Volume Licensing Agreement Number 01E73214, 000-shaylari-0001, for the BCC, to include the Enterprise Enrollment Azure Government Services Amendment; and

D. Authorize the Chairman to execute all documents related to the acceptance of the Volume Licensing Agreements, including the Escambia County Jail Extension Amendment with Microsoft Corporation, without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 270109 and 270111, Object Code 54601, Information Technology Application and Infrastructure Division]

27. Recommendation Concerning Approval of the State Aid to Libraries Grant Agreement - Todd Humble, Library Services Department Director

That the Board approve the Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and Escambia County Board of Commissioners (BCC), for and on behalf of West Florida Public Libraries:

A. Approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and Escambia County Board of Commissioners (BCC), for and on behalf of West Florida Public Libraries;

B. Authorize the Chairman of the BCC to sign the Agreement

Section (37) Mandated Conditions, that "This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.";

C. Authorize the Chair of the West Florida Public Libraries Board of Governance to sign the Agreement; and

D. Authorize the Clerk of the Court to sign the Agreement.

[Funding: The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The funds will be included in the Fiscal Year 2016/2017 Annual Budget for the West Florida Public Libraries when received. Fiscal Year 2016/2017 Estimated Grants Appropriation to benefit Escambia County is \$124,818, up to \$159,102, depending upon State legislative funding decisions]

28. Recommendation Concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Escambia County Beach Public Works - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Escambia County Beach Public Works:

A. Approve the Telecommunications License Agreement and Scope of Work with Southern Light, LLC, for the Escambia County Beach Public Works. This fiber connection will provide faster and more redundant data connections for the island Public Works with a monthly fee of \$407; and

B. Authorize the County Administrator to sign the Southern Light, LLC, Telecommunications License Agreement and Scope of Work.

[Funding Source: Funds are available in the current Budget, Information Technology Department , General Fund (001), Cost Center 270103, \$287, Santa Rosa Pensacola Beach/Public Works General Fund (001), Cost Center 211401, \$120.00]

29. Recommendation Concerning Florida Fish and Wildlife Conservation Commission Derelict Vessel Removal Grant Application - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to sign the Florida Fish and Wildlife Conservation Commission Derelict Vessel Removal Grant Application, with local matching of in-kind services and up to \$50,000 from Vessel Registration Fees.

[Funding: Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees]

30. Recommendation Concerning the Annual Certified Budget for the Mosquito Control Division, Fiscal Year 2016-2017 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

A. Approve the Fiscal Year 2016-2017 Annual Certified Budget for the Mosquito Control Division, Department of Natural Resources Management; and

B. Authorize the Chairman to sign the Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, State One Funds]

31. Recommendation Concerning a Multi-Year Encroachment Protection Agreement with the United States of America, Acting by and through The Department of the Navy Concerning Naval Air Station Pensacola, Florida - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a Multi-Year Encroachment Protection Agreement with the United States of America, acting by and through The Department of the Navy, concerning Naval Air Station Pensacola, Florida, and Escambia County:

A. Accept and approve the Multi-Year Encroachment Protection Agreement (N69450-16-RP-00181), in the amount of \$345,000, with the United States of America, acting by and through The Department of the Navy; and

B. Authorize the Chairman to sign the Agreement and any other subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action by the Board.

[The County's 50% match will be funded in Fund 110, Other Grants and Projects; Cost Center 331006, Density Reduction PNS-NAS; Cost Center 221015, Density Reduction Area "A" APZ; Cost Center 221019, Defense Infrastructure 2013; and Cost Center 221020, Defense Infrastructure 2014]

32. Recommendation Concerning ACE Privacy Protection® Privacy & Network Liability Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, in the amount of \$21,226, for Privacy and Network Liability insurance written through New Markets insurance Agency as representative for Illinois Union Insurance Company for the period of October 1, 2016, through October 31, 2017.

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

33. Recommendation Concerning General Liability and Professional (Medical Malpractice) Insurance for the Jail - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to USI Insurance Services, LLC, the County's General Lines Insurance Agent, for the combined General Liability – Professional Criminal Justice Service Operations Insurance Policy written through All Risks, Ltd (Wholesale broker) and issued by Brit Global Specialty USA, effective October 1, 2016, through September 30, 2017, in the amount of \$497,604, with a \$100,000 deductible; and

B. Approve the payment to USI Insurance Services, LLC, the County's General Lines Insurance Agent, for the Professional Liability (Medical Malpractice) Insurance Policy written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by Certain Underwriters at Lloyd's, effective October 1, 2016, through September 30, 2017, in the amount of \$67,454, with a \$7,500 deductible and defense outside of limits.

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

34. Recommendation Concerning General Lines Insurance Agent (PD 15-16.039)  
- Robert Dye, Manager, Risk Management Office

That the Board approve a Purchase Order to USI Insurance Services, LLC, in the amount of \$120,000, in accordance with PD 15-16.039, General Lines Insurance Agent, for the period of October 1, 2016, through September 30, 2017.

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

35. Recommendation Concerning Workers' Compensation Insurance Renewal -  
Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning the Workers' Compensation Insurance Renewal:

A. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2016, through September 30, 2017, in the amount of \$1,284,463; and

B. Approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for the Escambia County Jail, effective October 1, 2016, through September 30, 2017, in the amount of \$1,258,407.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

36. Recommendation Concerning the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc. - Donald R. Mayo, Building Official/Building Services Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) between Escambia County and the Humane Society of Pensacola, Florida, Inc., to allocate \$25,000 to the Humane Society of Pensacola, Inc., for the current Fiscal Year 2015/2016, to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic:

A. Approve the MOA; and

B. Authorize the Chairman to sign the MOA and any other subsequent MOA-related documents, pending Legal review and approval, without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

37. Recommendation Concerning Change Order #4 to MWI Veterinary Supply Company - Donald R. Mayo, Building Official/Building Services Department Director

that the Board approve and authorize the County Administrator to execute the following Change Order #4, to MWI Veterinary Supply Company, for the continued purchase of necessary Veterinary supplies and equipment.

Department:	Building Services
Division:	Animal Services
Type:	Addition
Amount:	\$15,756.29
Vendor:	MWI Veterinary Supply Company
Purchase Order (PO) #:	160765
Change Order (CO) #:	4
Cost Center for CO:	250202
Original PO Amount:	\$5,000
Cumulative Amount of Change Orders:	\$59,756.29
New PO Total:	\$64,756.29

38. Recommendation Concerning City of Pensacola's Request for Second Draw of Interlocal Agreement Concerning VT Mobile Aerospace Engineering - Amy Lovoy, Assistant County Administrator

That the Board approve the second draw request from the City of Pensacola, in the amount of \$2,000,000, per the Interlocal Agreement with Escambia County for the VT Mobile Aerospace Engineering project. The Board approved the Interlocal Agreement on March 6, 2014, with a commitment of \$8,000,000 from Escambia County towards the project.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267 - \$2,000,000]

39. Recommendation Concerning a Change Order in Excess of \$50,000 to Division of Community Corrections for Inmate Housing for the Escambia County Jail - Chip W. Simmons, Assistant County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order 5, in excess of \$50,000, adding funds for the housing of Escambia County Jail inmates at the Work Release Facility maintained by the Department of Community Corrections:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$1,454,130
Vendor:	Division of Community Corrections
Purchase Order:	141331
Change Order:	5
Original Award Amount:	\$876,000
Cumulative Amount of Change Orders Through This Change Order:	\$3,769,490
New Purchase Order Total:	\$4,645,490

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

40. Recommendation Concerning the New Memorandum of Agreement between Escambia County and the Walton County Sheriff's Office - Chip W. Simmons, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement between Escambia County and the Walton County Sheriff's Office for the Temporary Housing of Inmates, replacing the original Agreement and subsequent Amendment thereof that was initially approved by the Board on August 21, 2014.

[Funding: Fund 501, Internal Services Fund, Cost Center 140836]

41. Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2016-2017 for Various Divisions of the Corrections Department - Chip W. Simmons, Assistant County Administrator

That the Board, for Fiscal Year 2016-2017, approve the issuance of blanket and/or individual purchase orders, in excess of \$50,000, as provided, based upon previously awarded contracts, contractual agreements, annual requirements, or bids in process to replace other agency contracts currently being utilized for the various divisions of the Corrections Department.

42. Recommendation Concerning the Joint Participation Agreement, Providing Fiscal Year 2016-2017 Block Grant Funding to Escambia County Area Transit - Joy D Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Public Transportation Joint Participation Agreement (JPA) Number 4222571-84-01:

A. Approve JPA Number 4222571-84-01, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$825,285, of Fiscal Year 2016-2017 Block Grant funding, to Escambia County Area Transit (ECAT);

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

C. Authorize the Chairman to execute the Resolution, JPA Notification of Funding, and all other required documents pertaining to this JPA without further action of the Board.

The JPA will provide mass transit operations funding for ECAT in FY 2016-2017. Funds are allocated to mass transit systems by FDOT from State Transportation Block Grant Funds annually, and must be accepted by the receiving agency.

[Funding: No additional cost to the County results from this action. 50% County match (\$825,285) is included in the FY 2016-2017 ECAT budget. Projects funded by this JPA are included in the FY 2016-2017 budget]

43. Recommendation Concerning the Joint Participation Agreement, Providing Fiscal Year 2016-2017 Urban Corridor Grant Funding to Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Public Transportation Joint Participation Agreement (JPA) Number 4222601-84-01:

A. Approve JPA Number 4222601-84-01, providing for Florida Department of Transportation (FDOT) participation in the amount of \$420,000 of Fiscal Year 2016-2017 Urban Corridor Grant funding to Escambia County Area Transit (ECAT);

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

C. Authorize the Chairman to execute the Resolution, JPA Notification of Funding, and all other required documents pertaining to this JPA, without further action of the Board.

The Davis Highway north-south corridor is considered to be one of the most traffic-congested corridors in the Pensacola area; therefore, FDOT has agreed to continue to provide funding for this urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion.

Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

[Funding: There will be no additional costs to the County with this JPA. This JPA requires no match]

44. Recommendation Concerning the Economic Development Transportation Project Fund Agreement - Transportation Improvements on County Road 184 (Muscogee Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning an Economic Development Transportation Project Fund Agreement (EDTPFA) with the State of Florida Department of Transportation (FDOT) for funding not to exceed \$1,674,000, for the transportation improvements on County Road (CR) 184 (Muscogee Road) in Escambia County:

A. Approve the State of Florida, Department of Transportation Economic Development Transportation Project Fund Agreement (EDTPFA) (Off-System) for transportation improvements on CR 184 (Muscogee Road) in Escambia County;

B. Adopt a Resolution authorizing the execution of the EDTPFA; and

C. Authorize the Chairman to sign the EDTPFA, the Resolution, and any other document related to this EDTPFA Project.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the EDTPFA]

45. Recommendation Concerning Issuance of Purchase Orders on Contract PD 14-15.064 - General Paving and Drainage Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve the Issuance of a Purchase Order to Roads, Inc. of NWF, in the amount of \$170,355.80, on Contract PD 14-15.064 - General Paving and Drainage Agreement, for the Prieto Drive Sidewalk Project (Project #08EN0228);

B. Approve the Issuance of a Purchase Order to Panhandle Grading and Paving, Inc., in the amount of \$256,639.51, on Contract PD 14-15.064 - General Paving and Drainage Agreement, for the Doug Ford Drive Right Lane and Acceleration Lanes Project (Project #14EN2661 \$204,948.00, Project #12EN1738 \$51,691.51); and

C. Approve the issuance of a Purchase Order to Chavers Construction, in the amount of \$307,531.32, on Contract PD 14-15.064 - General Paving and Drainage Agreement, for the Idlewood Drive FEMA Repairs Project (Project #ESDPW29).

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, and Fund 112, "Disaster Recovery Fund", Cost Center 330493, Object Code 54612/56301]

46. Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders, in Excess of \$50,000, for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded contracts, contractual agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2016 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

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

That the Board take the following action concerning Contract #PD 14-15.064 - General Paving and Drainage Pricing Agreement:

A. Approve the final 12-month extension, effective October 1, 2016, on the Unit Price Contract #PD 14-15.064, to each of the following contractors, accepting those price changes (increases/decreases), as indicated and provided:

1. Allsouth Construction Services, LLC - Additional line items as requested;
2. Chavers Construction, Inc. - Unit Price adjustments requested and additional line items as requested;
3. Gulf Atlantic Constructors, Inc. - No adjustments requested;
4. J. Miller Construction, Inc. - Unit Price adjustments requested;
5. Midsouth Paving, Inc. - Unit Price adjustments requested;
6. Infrastructure Specialty Services, Inc. - No Unit Price adjustments requested;
7. Panhandle Grading and Paving, Inc. - Unit Price adjustments requested and additional line items as requested;
8. Roads, Inc., of NWF - Unit Price adjustments requested and additional line items as requested;
9. Utility Services Co., Inc. - Additional line items as requested;

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

C. Authorize the issuance of Individual or Blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46, of the Escambia County Code of Ordinances, during Fiscal Year 2016-2017.

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

48. Recommendation Concerning the Acceptance of a Sovereignty Submerged Lands Easement from the State of Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Sovereignty Submerged Lands Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the South Old Corry Field Road Bridge Repair:

A. Approve the acceptance of the Sovereignty Submerged Lands Easement;

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

C. Authorize the Chairman or Vice Chairman to accept the Easement as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56101/56301, Project #13EN2382]

49. Recommendation Concerning Authorization for Out-of-County Travel - 2016/2017 Board's Annual Travel Schedule - Jack R. Brown, County Administrator

That the Board authorize out-of-County travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2016/2017 Annual Travel/Conference Schedule.

50. Recommendation Concerning the Issuance of Purchase Orders in Excess of \$50,000 for Fiscal Year 2016-2017 - Jack R. Brown, County Administrator

That the Board approve the issuance of individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, for Fiscal Year 2016-2017, as provided.

51. Recommendation Concerning a Change Order on Contract PD 14-15.050 "Highway 97 Phase I Roadway Widening and Drainage Improvement Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order on Contract PD 14-15.050, "Highway 97 Phase I Roadway Widening and Drainage Improvement Project," to Roads, Inc., of NWF:

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	\$288,826.56
Vendor:	Roads, Inc., of NWF
Project Name:	Highway 97 Phase I Roadway Widening and Drainage Improvement Project
Contract:	PD 14-15.050
PO No.:	151416
CO No.:	4
Original Award Amount:	\$2,168,815.15
Cumulative Amount of Change Orders through this CO:	\$420,584.93
New Contract Total:	\$2,589,400.08

[Funding Source: Fund 352, LOST III, Cost Center 210107,56301, Project #08EN0115 \$96,650,66, Project #14EN3135 \$192,175.90]

### III. For Discussion

1. Recommendation Concerning a Memorandum of Understanding by and between Escambia County Fire Rescue and Patti Marine Enterprises - Michael Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between Escambia County Fire Rescue (ECFR) and Patti Marine Enterprises, Inc. (PME), that identifies parameters, roles, and responsibilities for mutual aid support services that may be requested by PME and training opportunities that may be provided to ECFR by PME.

2. Recommendation Concerning \$50,000 Contribution to the Pensacola Heritage Foundation for the Construction and Placement of a Galvez Statue - Commissioner Grover C. Robinson IV, District IV

That the Board approve a \$50,000 allocation from the District IV Discretionary LOST III funds to the Pensacola Heritage Foundation for the construction and placement of a full-size bronze statue of Bernardo de Galvez in the public median located at Palafox and Wright Streets.

[Funding Source: Fund 352, LOST III]

3. Recommendation Concerning Committee for the Selection of the Design/Build Entity for the Design and Construction of the New Correctional Facility - Jack R. Brown, County Administrator

That the Board appoint two of the following nominees to serve as at-large members on the Committee for the Selection of the Design/Build Entity for the Design and Construction of the New Correctional Facility:

- A. David R. Logan; or
- B. Janice Gilley (pending receipt of Resume); or
- C. Bobbie Price (pending receipt of Resume); or
- D. Dr. Laura Dortch Edler; or
- E. Tony R. McCray, Jr.

## COUNTY ATTORNEY'S REPORT

1. I. For Action

1. Recommendation Concerning the Settlement of the lawsuit of *Beyanca Cannon v. Escambia County*, Case No.: 3:14-cv-00439-MCR-CJK

That the Board take the following action:

A. Approve a settlement of payment of \$3,500.00 to Beyanca Cannon in final settlement of the case styled: *Beyanca Cannon v. Escambia County, Florida*, Case No.: 3:14-cv-00439-MCR-CJK pending in the Northern District of Florida, U.S. District Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Beyanca Cannon; and

C. Authorize the County Attorney's Office to move for dismissal with prejudice of the pending lawsuit upon receipt of the executed general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

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



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10992**

**Proclamations 6.**

**BCC Regular Meeting**

**Meeting Date:** 09/22/2016

**Issue:** Adoption of Proclamations

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation honoring October 2016 as the 30-year anniversary of the Emergency Planning and Community Right-to-Know Act throughout the County, to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program;

B. The Proclamation proclaiming the week of September 28 through October 2, 2016, as a week to celebrate the 8th Annual Pensacola Beach Songwriters' Festival and urging all citizens and visitors to join in the celebration; and

C. The Proclamation recognizing September 2016 as the International Childhood Cancer Awareness Month by "Going Gold" and encouraging citizens, schools and businesses to help spread awareness for our children by displaying gold ribbons, the international symbol for Childhood Cancer Awareness, during the month of September.

**BACKGROUND:**

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations. Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

Proclamations

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## PROCLAMATION

**WHEREAS**, parents of more than 15,000 children will hear the words, "Your child has cancer" this year; and

**WHEREAS**, everyday 43 children are diagnosed with cancer; and

**WHEREAS**, one out of eight children diagnosed with cancer will die; and

**WHEREAS**, cancer is the number-one cause of death by disease in children; and

**WHEREAS**, children's cancers affect all ages, ethnic groups, gender and socio-economic groups.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby recognizes September 2016 as the International Childhood Cancer Awareness Month by "Going Gold" and encourages citizens, schools and businesses to help spread awareness for our children by displaying gold ribbons, the international symbol for Childhood Cancer Awareness, during the month of September.

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

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

*Wilson B. Robertson, Vice Chairman  
District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

*Steven Barry, District Five*

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

---

*Deputy Clerk*

**Adopted: September 22, 2016**

**PROCLAMATION**

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

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

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

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

**WHEREAS**, the 8th Annual Pensacola Beach Songwriters Festival will be held on Pensacola Beach on September 28 through October 2, 2016; and

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

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County proclaims the week of September 28 through October 2, 2016, as a week to celebrate the 8th Annual Pensacola Beach Songwriters Festival and urges all citizens and visitors to join in the celebration.

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

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

*Wilson B. Robertson, Vice Chairman  
District One*

*Douglas Underhill, District Two*

*Lumon J. May, District Three*

*Steven Barry, District Five*

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

---

*Deputy Clerk*

**Adopted: September 22, 2016**

## PROCLAMATION

**WHEREAS**, the safe use of hazardous materials is essential to citizens, business, industry, and local governments to maintain economic stability and the public health; and

**WHEREAS**, the Emergency Planning and Community Right-to-Know Act (EPCRA) was passed in 1986 in response to concerns regarding the environmental and safety hazards posed by the storage and handling of toxic chemicals; and

**WHEREAS**, the West Florida Local Emergency Planning Committee (LEPC) recognizes the importance of protecting our communities from both accidental and deliberate releases of hazardous materials and joins the State Emergency Response Commission, and Florida's nine other LEPCs in carrying out state and federal duties to publicly promote statewide hazardous materials safety; and

**WHEREAS**, it is essential to increase community preparedness so that both public-sector and private-sector employees know how to safely protect themselves and those for whom they are responsible during an accidental or deliberate release of hazardous materials; and

**WHEREAS**, the LEPC offers awareness level hazardous materials emergency response training for firefighters, law enforcement, and other public safety personnel as well as Shelter-in-Place presentations to community groups, businesses, schools, and the general public as a means of increasing safety in the event of a release; and

**WHEREAS**, citizens need to know that emergency responders, emergency management, all levels of Government, schools, and businesses are working together to ensure that our communities are as prepared as possible to protect all citizens from both accidental and deliberate releases of hazardous materials.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby honors October 2016 as the 30 year anniversary of the EPCRA Act throughout the County, to heighten public recognition of efforts to safeguard the community from hazardous materials and to acknowledge the unique public participation component of the program.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

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Grover C. Robinson, IV, Chairman  
District Four

Wilson B. Robertson, Vice Chairman  
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

---

Deputy Clerk

Adopted: September 22, 2016



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10922**

**Written Communication 7.**

**BCC Regular Meeting**

**Meeting Date:** 09/22/2016

**Issue:** Environmental (Code) Enforcement Lien Relief- 205 McKinley Drive and 20 Teakwood Drive

**From:** Chips Kirschenfeld, Director

**Organization:** Natural Resources

**CAO Approval:**

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**RECOMMENDATION:**

August 23, 2016, communication from William Stevens requesting that Escambia County provide relief of Code Enforcement Lien attached to properties located at 205 McKinley Drive and 20 Teakwood Drive.

Recommendation: That the Board review and consider lien relief request made by William Stevens against properties located at 205 McKinley Drive and 20 Teakwood Drive.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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

William Stevens, heir to the property, is the deceased owner's son and is in the process of selling off all properties owned by his father. Mr. Stevens has pending closings and is requesting relief.

**BACKGROUND:**

The Office of Environmental Enforcement has two liens attached to the deceased owners' properties located at 205 McKinley Drive and 20 Teakwood Drive. Both properties were noticed and taken before the Special Magistrate. Properties were found to be in violations and orders were issued. Owner abated all properties after the orders were issued. Both properties accrued fines and court cost.

**BUDGETARY IMPACT:**

1st Lien 205 McKinley Drive:

Court Cost: \$1,100.00

Fines: \$7,325.00

Total Lien: \$8,425.00

2nd Lien 20 Teakwood Drive:

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

Court Cost: \$1,100.00

Fines: \$5,250.00

Total Lien: \$6,350.00

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

205 McKinley Drive and 20 Teakwood Drive

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Janice K. Gilly

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From: William Stevens [stevenswa@bellsouth.net]  
Sent: Tuesday, August 23, 2016 4:19 PM  
To: Janice K. Gilly  
Subject: Appeal of Code Enforcement Liens

To Janice Gilly and whom it may concern,

I writing today in hopes that the Code Enforcement Liens placed on several of my recently deceased Father's properties might somehow be reconsidered. This is a very complicated case, so I'll try to keep my explanation as brief as possible.

My Father, William A. Stevens, Jr. passed away on July 23, 2015. The aftermath of all of his poor decisions has fallen heavily on my shoulders. He owned several properties in Escambia County and I have been charged with the task of cleaning them up and selling them so that we might make a dent in the over \$150,000 worth of medical bills he left unpaid.

That being said, for over a year now, I have made a bi-monthly trip to Florida from my home in Tennessee to handle all of this. I have filled up 10 construction dumpsters (all by myself) in hopes of getting the houses ready to sell. I've been paying a yard man to take care of keeping the places looking nice when I'm not there.

I've already sold one property with no issues. But, yesterday, during the closing on a second house, my real estate agent realized that there are liens on some of the remaining houses. These liens are so high that I'm worried that they are now "not-sellable." The following is a list of all the properties I'm trying to sell immediately. Included in this list are the amounts I paid (on November 3, 2015) in **BACK** taxes for each, what the County said they were worth in 2015, and what they are actually worth now. I've been advised that I over paid. Also keep in mind, that when I paid all said taxes, never once was it mentioned to me that there were any liens whatsoever.

**20 Teakwood Cir.**

Pensacola, FL  
32506

Taxes Paid: 2013.....	864.22
2014 and 2015.....	1684.81
County Appraisal.....	47,335
Actual Worth.....	20,000

<sup>205</sup>  
~~210~~ McKinley Dr.

Pensacola, FL  
32506

Taxes Paid: 2013.....	718.76
2014 and 2015.....	1318.72
County Appraisal.....	33,262
Actual Worth.....	15,000

**30 S 65th Ave.**

??

Pensacola, FL

32506

Taxes Paid: 2013..... 1311.97  
                  2014..... 1396.90  
                  2015..... 1185.11

County Appraisal..... 76,596  
Actual Worth..... 60,000



In reviewing these properties/liens, please keep in mind all the hard work I have singlehandedly put into this nightmare. I was unaware of all the havoc that my Father was causing in Escambia County until after he had died. For a while there, I thought I was making a difference in FL even though I don't live there. As of yesterday, I feel very helpless and I plead with you to not let all of my efforts be for nothing.

Thank you so much for your time and consideration,

William A. Stevens, III  
615-584-2539

# Fax Memorandum

Escambia County  
Office of Environmental Enforcement  
6708 Plantation Road  
Pensacola, 32504  
Phone: 850.471.6160  
Fax: 850.484.5096  
Sandra Slay, Division Manager

---



**To:** Clerk's Office  
Official Records  
Attn: Brenda Robinson

**Fax #:** 595-4827

**From:** Charlotte Rhodes *CSR*

**Re:** CE 08-01-0679 / 20 Teakwood Dr  
Instrument # 2008018230

**Date:** April 6, 2010

Violations abated on 6/25/08. The following costs are filed as a lien on this property.

Court Costs	\$1,100.00
Fines	<u>\$5,250.00</u>
TOTAL	\$6,350.00

CE00 402272  
20 Teakwood Dr.

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 08-01-0679  
Location: 20 Teakwood Drive  
PR# 562S30-1264-150-005

Mary B. Radvilas & William A. Stevens  
964 Sandy Bay  
Pensacola, FL 32506

**ORDER**

This CAUSE having come before the Office of Environmental  
Enforcement Special Magistrate on the Petition of the Environmental Enforcement  
Officer for alleged violation of the ordinances of the County of Escambia, State of  
Florida, and the Special Magistrate having considered the evidence before him in the  
form of testimony by the Enforcement Officer and the respondent or representative,

*Mary B. Radvilas & William A. Stevens* as well as evidence submitted and after consideration of the  
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate  
finds that a violation of the Code of Ordinances CO- 42-196(6); FSS  
4.03.413; COO 82-5

has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Mary B RAOULHASE & WILLIAM A STEWART shall have until 3/11/08, 2008 to correct the violation and to bring the violation into compliance. Corrective action shall include: Complete removal of all trash & debris

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 500.00 per day, commencing 3/12/08, 2008.

This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Mary B RAOULHASE & WILLIAM A. STEWART

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

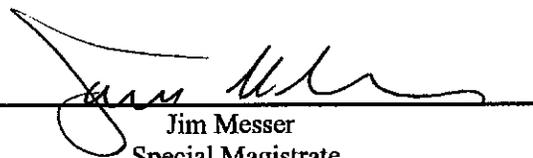
The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 4<sup>th</sup> day of March, 2008.



Jim Messer  
Special Magistrate  
Office of Environmental Enforcement

**CE100402272 20 Teakwood**

Deborah L. Vallia

**Sent:** Monday, May 17, 2010 1:46 PM

**To:** Sandra F Slay

**Cc:** Cheri D Thompson

---

Sam,

Will you please approve a title search? There has been little to no activity on site, and the property is a subject of a previous Special Magistrate, CE08010679.

Contents are in livelink.

Thanks,  
DV

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

ESCAMBIA COUNTY, FLORIDA

vs.

Stevens, William A., Jr.  
20 Teakwood Drive  
Pensacola, FL 32505

Case No.: CE 13-07-02594  
Location: 205 McKinley Drive  
PR# 152S301000003008

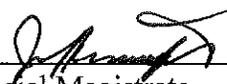
**ORDER**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 1, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure (y). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of \$1,100.00 imposed by the Order of Special Magistrate dated October 1, 2013, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized	Cost
a. Fines (\$25.00 per day 10/23/13 - 8/12/14)	\$ 7,325.00
b. County Abatement Fees	\$ <u>      </u> .00
Total	\$ 7,325.00 which

together with the previously imposed costs of \$1,100.00 makes a total of \$8,425.00.

DONE AND ORDERED at Escambia County, Florida, this 29<sup>th</sup> day of October, 2014.

  
\_\_\_\_\_  
Special Magistrate  
Office of Environmental Enforcement

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2013076207 10/04/2013 at 04:51 PM  
OFF REC BK: 7084 PG: 1459 - 1463 Doc Type: CEL  
RECORDING: \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#13-07-02594  
LOCATION: 205 McKinley Dr  
PR# 152S301000003008

Stevens William A Jr  
20 Teakwood Dr  
Pensacola, FL 32505

ORDER

This CAUSE having come before the Office of Environmental  
Enforcement Special Magistrate on the Petition of the Environmental Enforcement  
Officer for alleged violation of the ordinances of the County of Escambia, State of  
Florida and the Special Magistrate having considered the evidence before him/her in  
the form of testimony by the Enforcement Officer and the respondent or  
representative, ~~NO ONE APPEARED AFTER~~ <sup>DUE NOTICE</sup> as well as evidence submitted and after  
consideration of the appropriate sections of the Escambia County Code of Ordinances,  
the Special Magistrate finds that a violation of the following Code of Ordinance(s) has  
occurred and continues

- 42-196 (a) Nuisance Conditions
- 42-196 (b) Trash and Debris
- 42-196 (c) Inoperable Vehicle(s); Described

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: [Signature] D.C.  
DATE: 10-4-13

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

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: WILLIAM A. STEVENS, JR shall have until OCTOBER 22, 2013 to correct the violation and to bring the violation

into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other REPLACE DOOR WITH PROPER HARDWARE OR INSTALL  
HARDWARE TO BRING DOOR INTO COMPLIANCE WITH
- Other SECTION 30-203 (4).
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 25 .00 per day, commencing OCTOBER 23, 2013.

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

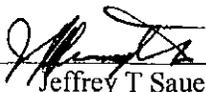
Costs in the amount of \$100.00 are awarded in favor of Escambia County as the prevailing party against WILLIAM A. STEVENS, JR.

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

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

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

**DONE AND ORDERED** at Escambia County, Florida on the 1<sup>ST</sup> day of OCTOBER, 2013.

  
\_\_\_\_\_  
Jeffrey T Sauer  
Special Magistrate  
Office of Environmental Enforcement



# 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-11016**

**9.**

## **BCC Regular Meeting**

**Meeting Date:** 09/22/2016

**Issue:** Committee of the Whole Recommendation

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

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### **Recommendation:**

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the September 8, 2016, C/W Workshop, recommended that the Board submit a formal request to Mayor Ashton Hayward and the Pensacola City Council to hold a joint meeting with the Board of County Commissioners.

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### **Attachments**

*No file(s) attached.*

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# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-10958**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/22/2016

**Issue:** TDT Collections Data for the July 2016 Returns Received in August 2016

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

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

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**Recommendation:**

Recommendation Concerning Acceptance of TDT Collection Data for the July 2016 Returns Received in August 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2016 returns received in the month of August 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2016; total collections for the month of July 2016 returns was \$1,921,320.76; this is a 12.26% increase over the July 2015 returns; total collections year to date are 10.09% more than the comparable time frame in Fiscal Year 2015.

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**Attachments**

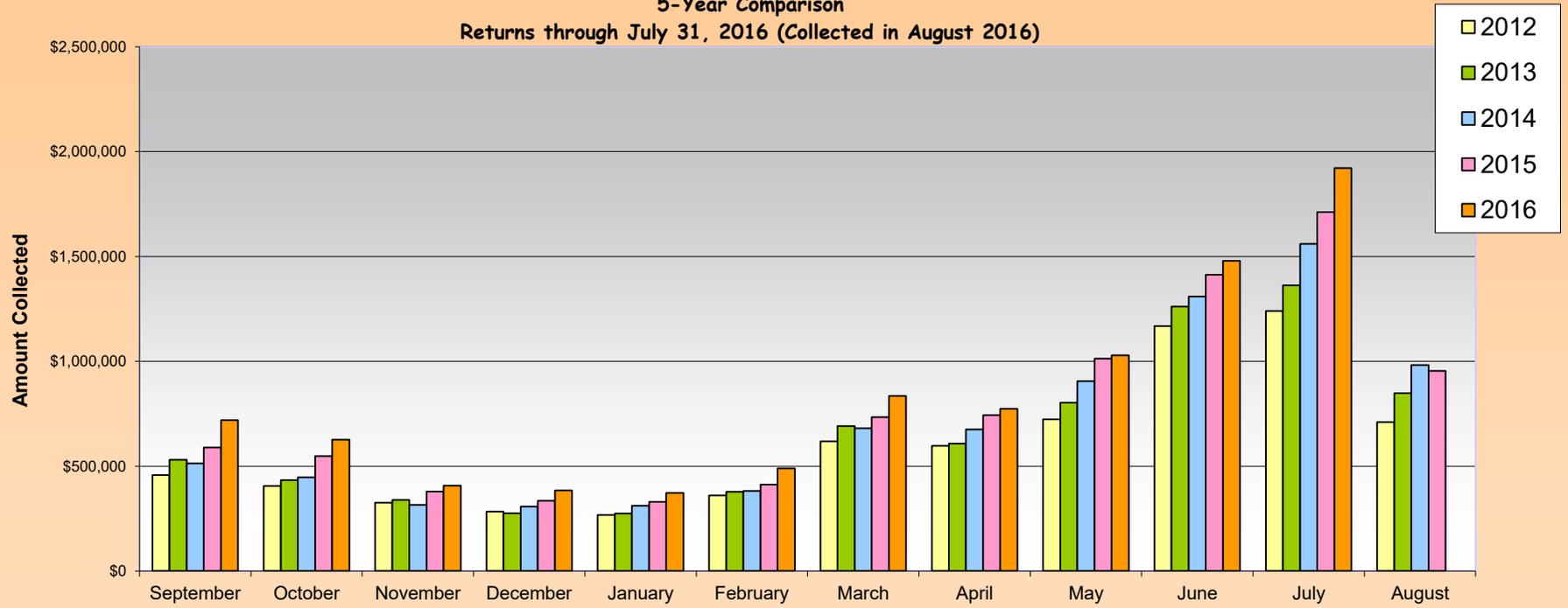
July 2016 TDT Collections

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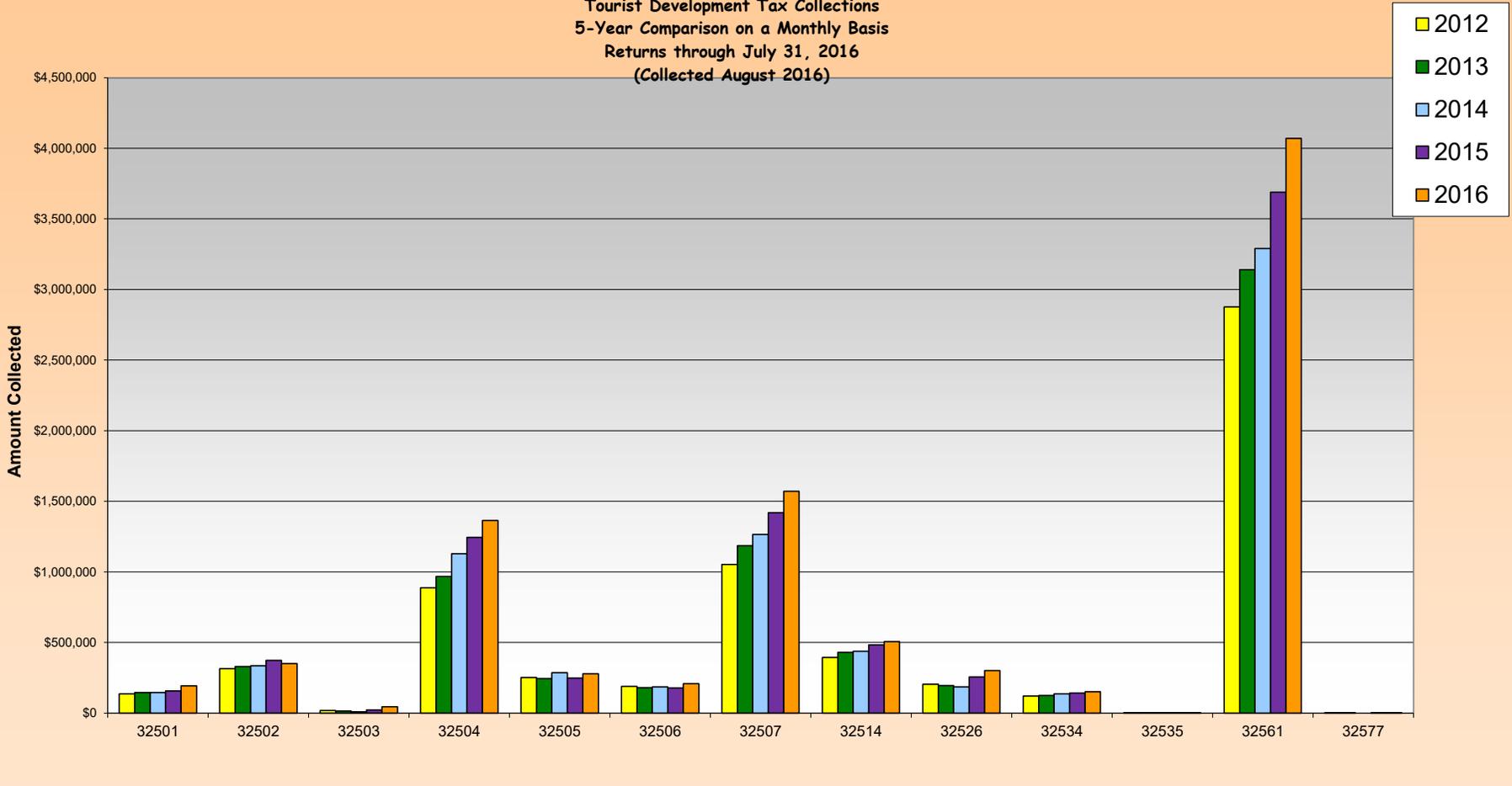
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 REPORTED IN FISCAL YEAR FORMAT  
 ESCAMBIA COUNTY FLORIDA  
 AS OF AUGUST 2016**

Zip Code	Fiscal Year 2016	Fiscal Year 2015	Difference	% Change
	YTD Collected	YTD Collected		
32501	192,866	156,369	36,497	23%
32502	349,953	373,248	(23,295)	-6%
32503	44,082	22,230	21,852	98%
32504	1,364,042	1,244,393	119,649	10%
32505	278,923	247,047	31,876	13%
32506	207,260	177,121	30,139	17%
32507	1,571,283	1,418,121	153,162	11%
32514	505,485	482,770	22,715	5%
32526	300,508	254,732	45,776	18%
32534	150,853	142,400	8,453	6%
32535	1,552	2,133	(581)	-27%
32561	4,070,585	3,687,961	382,624	10%
32562	-	-	-	0%
32577	50	465	(415)	0%
<b>Total</b>	<b>\$ 9,037,442</b>	<b>\$ 8,208,990</b>	<b>\$ 828,452</b>	<b>10%</b>

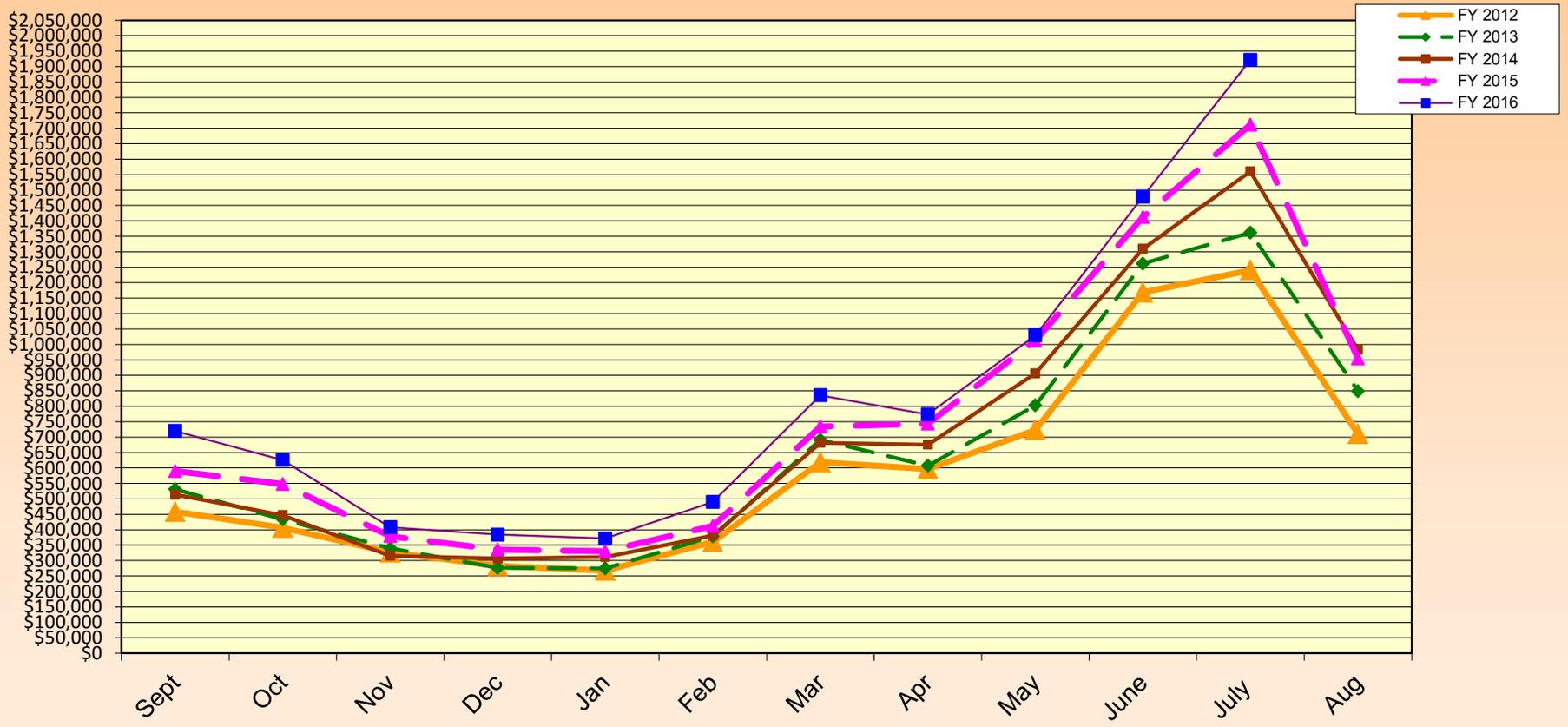
**Tourist Development Tax Collections**  
**5-Year Comparison**  
**Returns through July 31, 2016 (Collected in August 2016)**



Tourist Development Tax Collections  
 5-Year Comparison on a Monthly Basis  
 Returns through July 31, 2016  
 (Collected August 2016)



**TOURIST DEVELOPMENT TAX  
5 YEAR TRENDLINE  
FY 2012 - FY 2016**  
Returns through July 31, 2016 (Collected in August 2016)



**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**  
**ESCAMBIA COUNTY FLORIDA**  
**FISCAL YEAR 2016**  
**AS OF AUGUST 31, 2016**

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	13,893	2%	28,093	4%	1,582	0%	103,155	14%	23,956	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,937	3%
12/15	12,524	3%	21,272	5%	1,996	0%	88,735	22%	12,756	3%
01/16	13,573	4%	20,368	5%	610	0%	83,364	22%	17,085	4%
02/16	13,032	4%	23,607	6%	1,025	0%	84,142	23%	14,337	4%
03/16	13,400	3%	27,976	6%	1,807	0%	101,374	21%	28,180	6%
04/16	17,642	2%	36,335	4%	4,316	1%	136,994	16%	30,208	4%
05/16	17,514	2%	38,337	5%	3,718	0%	135,394	18%	26,196	3%
06/16	20,726	2%	32,731	3%	6,274	1%	158,136	15%	30,108	3%
07/16	24,497	2%	39,917	3%	8,313	1%	167,345	11%	31,515	2%
08/16	29,781	2%	49,433	3%	12,070	1%	202,675	11%	46,645	2%
<b>Total</b>	<b>\$ 192,866</b>	<b>2%</b>	<b>\$ 349,953</b>	<b>4%</b>	<b>\$ 44,082</b>	<b>0%</b>	<b>\$ 1,364,042</b>	<b>15%</b>	<b>\$ 278,923</b>	<b>3%</b>

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	14,444	2%	118,368	16%	39,504	5%	22,563	3%	9,819	1%
11/15	13,073	2%	93,637	15%	38,664	6%	24,477	4%	11,627	2%
12/15	12,924	3%	41,978	10%	33,837	8%	21,065	5%	9,397	2%
01/16	10,738	3%	36,999	10%	34,083	9%	22,108	6%	9,416	2%
02/16	12,462	3%	46,390	12%	35,263	9%	19,997	5%	9,137	2%
03/16	15,117	3%	61,478	13%	38,016	8%	21,107	4%	12,049	2%
04/16	21,604	3%	125,695	15%	49,429	6%	27,812	3%	13,771	2%
05/16	19,370	3%	109,122	14%	49,965	6%	27,574	4%	15,294	2%
06/16	22,134	2%	168,441	16%	54,150	5%	31,565	3%	17,056	2%
07/16	28,784	2%	337,246	23%	58,513	4%	36,624	2%	18,710	1%
08/16	36,611	2%	431,928	22%	74,062	4%	45,617	2%	24,578	1%
<b>Total</b>	<b>\$ 207,260</b>	<b>2%</b>	<b>\$ 1,571,283</b>	<b>17%</b>	<b>\$ 505,485</b>	<b>6%</b>	<b>\$ 300,508</b>	<b>3%</b>	<b>\$ 150,853</b>	<b>2%</b>

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/15	115	0%	344,150	48%	-	0%	50	0%	719,689	100%
11/15	-	0%	273,123	44%	-	0%	-	0%	625,801	100%
12/15	310	0%	150,864	37%	-	0%	-	0%	407,658	100%
01/16	83	0%	135,746	35%	-	0%	-	0%	384,174	100%
02/16	120	0%	112,686	30%	-	0%	-	0%	372,197	100%
03/16	124	0%	169,342	35%	-	0%	-	0%	489,970	100%
04/16	118	0%	371,503	44%	-	0%	-	0%	835,430	100%
05/16	122	0%	330,868	43%	-	0%	-	0%	773,474	100%
06/16	215	0%	487,471	47%	-	0%	-	0%	1,029,008	100%
07/16	215	0%	727,042	49%	-	0%	-	0%	1,478,722	100%
08/16	130	0%	967,791	50%	-	0%	-	0%	1,921,321	100%
<b>Total</b>	<b>\$ 1,552</b>	<b>0%</b>	<b>\$ 4,070,585</b>	<b>45%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 50</b>	<b>0%</b>	<b>\$ 9,037,442</b>	<b>100%</b>

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**  
**ESCAMBIA COUNTY FLORIDA**  
**FISCAL YEAR 2015**  
**AS OF AUGUST 31, 2015**

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	12,080	2%	28,345	5%	1,001	0%	90,113	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
12/14	10,149	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%
01/15	8,965	3%	19,469	6%	1,080	0%	76,865	23%	14,358	4%
02/15	9,315	3%	20,156	6%	1,559	0%	78,723	24%	11,946	4%
03/15	10,927	3%	25,024	6%	1,737	0%	90,663	22%	15,462	4%
04/15	15,383	2%	37,903	5%	2,281	0%	129,751	18%	24,175	3%
05/15	14,931	2%	41,734	6%	2,716	0%	119,958	16%	26,063	4%
06/15	18,273	2%	46,322	5%	2,944	0%	142,031	14%	30,202	3%
07/15	19,902	1%	47,866	3%	3,244	0%	152,398	11%	37,190	3%
08/15	24,866	1%	54,427	3%	2,213	0%	187,162	11%	37,927	2%
<b>Total</b>	<b>\$ 156,369</b>	<b>2%</b>	<b>\$ 373,248</b>	<b>5%</b>	<b>\$ 22,230</b>	<b>0%</b>	<b>\$ 1,244,393</b>	<b>15%</b>	<b>\$ 247,047</b>	<b>3%</b>

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,256	14%	36,155	7%	14,418	3%	10,733	2%
12/14	12,374	3%	38,153	10%	31,823	8%	14,508	4%	9,370	2%
01/15	7,525	2%	31,711	9%	31,878	9%	9,581	3%	9,763	3%
02/15	10,575	3%	41,776	13%	31,056	9%	22,378	7%	9,109	3%
03/15	13,079	3%	58,292	14%	32,364	8%	16,867	4%	10,206	2%
04/15	21,703	3%	109,369	15%	47,807	7%	27,868	4%	13,465	2%
05/15	14,668	2%	108,012	15%	49,305	7%	27,070	4%	13,915	2%
06/15	21,474	2%	159,019	16%	55,183	5%	30,882	3%	14,862	1%
07/15	21,799	2%	326,639	23%	60,455	4%	34,694	2%	17,244	1%
08/15	25,838	2%	377,905	22%	72,212	4%	42,487	2%	22,924	1%
<b>Total</b>	<b>\$ 177,121</b>	<b>2%</b>	<b>\$ 1,418,121</b>	<b>17%</b>	<b>\$ 482,770</b>	<b>6%</b>	<b>\$ 254,732</b>	<b>3%</b>	<b>\$ 142,400</b>	<b>2%</b>

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/14	124	0%	275,714	47%	-	0%	-	0%	589,692	100%
11/14	213	0%	243,219	44%	-	0%	415	0%	548,072	100%
12/14	104	0%	139,616	37%	-	0%	-	0%	379,004	100%
01/15	102	0%	124,512	37%	-	0%	-	0%	335,808	100%
02/15	111	0%	93,287	28%	-	0%	-	0%	329,991	100%
03/15	104	0%	137,546	33%	-	0%	-	0%	412,271	100%
04/15	163	0%	304,391	41%	-	0%	-	0%	734,259	100%
05/15	316	0%	324,801	44%	-	0%	-	0%	743,490	100%
06/15	651	0%	490,812	48%	-	0%	50	0%	1,012,704	100%
07/15	138	0%	690,712	49%	-	0%	-	0%	1,412,281	100%
08/15	105	0%	863,353	50%	-	0%	-	0%	1,711,419	100%
<b>Total</b>	<b>\$ 2,133</b>	<b>0%</b>	<b>\$ 3,687,961</b>	<b>45%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 465</b>	<b>0%</b>	<b>\$ 8,208,990</b>	<b>100%</b>

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

		<b>THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016</b>									
Month Of Collection	For The Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209	\$442,268	\$539,766
NOV	OCT	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351
DEC	NOV	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743
JAN	DEC	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130
FEB	JAN	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148
MAR	FEB	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477
APR	MAR	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572
MAY	APR	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106
JUN	MAY	387,614	474,863	387,513	417,285	510,038	542,048	601,927	679,428	759,528	771,756
JUL	JUN	590,236	605,739	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211	1,109,041
AUG	JUL	655,699	687,552	714,120	535,005	871,107	930,410	1,021,761	1,170,208	1,283,566	1,440,991
	<b>TOTAL</b>	<b>\$3,531,962</b>	<b>\$3,720,618</b>	<b>\$3,591,573</b>	<b>\$3,418,258</b>	<b>\$4,356,228</b>	<b>\$4,836,500</b>	<b>\$5,218,992</b>	<b>\$5,556,420</b>	<b>\$6,156,741</b>	<b>\$6,778,081</b>

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

		<b>ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016</b>									
Month Of Collection	For The Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,425	\$179,922
NOV	OCT	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450
DEC	NOV	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914
JAN	DEC	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952	96,043
FEB	JAN	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049
MAR	FEB	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492
APR	MAR	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857
MAY	APR	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369
JUN	MAY	129,205	158,288	129,171	139,095	170,013	180,683	200,642	226,476	253,176	257,252
JUL	JUN	196,745	201,913	199,556	170,309	236,252	292,132	315,410	327,378	353,070	369,680
AUG	JUL	218,566	229,184	238,040	178,335	290,369	310,137	340,587	390,069	427,855	480,330
<b>TOTAL</b>		<b>\$1,177,321</b>	<b>\$1,240,206</b>	<b>\$1,197,191</b>	<b>\$1,139,419</b>	<b>\$1,452,076</b>	<b>\$1,612,167</b>	<b>\$1,739,664</b>	<b>\$1,852,140</b>	<b>\$2,052,249</b>	<b>\$2,259,361</b>



# 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-11012

Clerk & Comptroller's Report 10. 2.

BCC Regular Meeting

Consent

Meeting Date: 09/22/2016

Issue: Write-off of Return Checks and Accounts

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

Organization: Clerk & Comptroller's Office

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## **Recommendation:**

### **Recommendation Concerning Write-off of Return Checks and Accounts Receivable**

That the Board adopt the Resolution authorizing the write-off of \$346.00 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

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## **Attachments**

**Returned Checks and Receivables Write-off**

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## ATTACHMENT "A"



### INTER-OFFICE MEMORANDUM

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

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

**FROM:** Betsy H Wooten  
Accountant, Treasury

**DATE:** September 22, 2016

**SUBJECT:** Returned Checks and Receivables Write-Off  
Ended 04/30/2016

The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to April 30, 2016) and uncollectible receivables at September 9, 2016. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

<u>Name</u>	<u>Date of Return</u>	<u>Fund</u>	<u>Amount</u>
Khandi Properties	03/16/2016	406	\$ 126.00
Years Ago	02/29/2016	104	\$ 220.00
<b>Total</b>			<b>\$ 346.00</b>

<b>Grand Total</b>	<b>\$ 346.00</b>
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**RESOLUTION R2016-**

**WHEREAS**, certain returned checks and other receivables totaling **\$346.00** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson IV  
Chairman of the Board

ATTEST:

HONORABLE PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

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

Adopted:



# 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-11047**

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

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/22/2016

**Issue:** Acceptance of Documents

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

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

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**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. A copy of the Oath of Office signed by Escambia County Health Facilities Authority Board Member Michael S. Kohler, who was reappointed for a four-year term by the Board of County Commissioners at its August 18, 2016, meeting; and

B. *DEP Contract No. WQ015, Amendment No. 1*, between the Florida Department of Environmental Protection (DEP), and the Escambia County Board of County Commissioners, based on the Board's action of June 26, 2014, accepting the Grant Award associated with DEP Contract No. WQ015 for monitoring low impact design best management practices for the Escambia County One Stop Office Building, and authorizing the Chairman to sign any subsequent Contract-related documents, without further action of the Board.

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**Attachments**

Kohler Oath of Office

DEP Contract WQ015 Amendment No. 1

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**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY**

1019 N. 12<sup>th</sup> Avenue • Pensacola, FL 32501

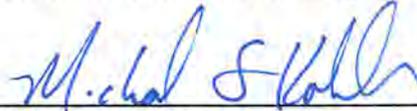
Mailing Address:  
P.O. Box 2667  
Pensacola, FL 32513-2667

(850) 432-7555  
(850) 433-8845 fax

**OATH OF OFFICE**

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.**

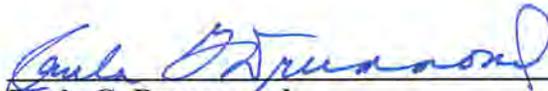


**Michael S. Kohler**

**The foregoing was acknowledged before me on this 8<sup>th</sup> day of September, 2016 by Michael S. Kohler who is personally known to me and who did take an oath.**



**PAULA G. DRUMMOND  
MY COMMISSION # FF 014871  
EXPIRES: September 6, 2017  
Bonded Thru Budget Notary Services**



**Paula G. Drummond**

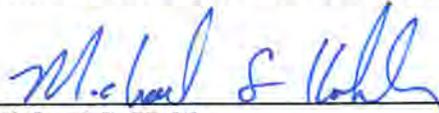
**My Commission Expires: 9/06/2017**

\* \* \* \*

**Florida Department of State  
Division of Elections  
Tallahassee, FL**

**Hon. Pam Childers  
Clerk of Court for Escambia County, FL  
Pensacola, FL**

**By my signature affixed hereto on this 8<sup>th</sup> day of September, 2016, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing August 22, 2016 to August 21, 2020. The above is the oath taken by me.**



**Michael S. Kohler**

**320 Gamarra Road  
Pensacola, FL 32503**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning the Memorandum of Agreement (MOA) #A3950, between the Florida Department of Corrections and Escambia County Fire Department:
  - A. Approving the MOA to establish and maintain support during an actual or anticipated emergency at the Century Correctional Institution, that is effective September 15, 2016, and shall remain in effect for the duration of services provided, but no later than September 14, 2021; and
  - B. Authorizing the Chairman to execute the MOA.
9. Taking the following action concerning the 10-Year Transit Development Plan (TDP) Update for the Board of County Commissioners:
  - A. Adopting the Resolution (*R2016-107*) adopting the Escambia County 10-Year TDP Major Update, which establishes strategic goals and initiatives, to be used as a guide in the future development of Escambia County Area Transit (ECAT) service levels, ensuring that ECAT programs are eligible for State Transit Block Grant and other transit funding available from the Florida Department of Transportation; and
  - B. Authorizing the Chairman to sign the Resolution.

10. Reappointing Commander Michael S. Kohler to the Escambia County Health Facilities Authority (Authority), effective August 22, 2016, through August 21, 2020, as requested on behalf of the Authority by Paula G. Drummond, Executive Director and General Counsel.

A General Alert was posted on the County's website, from July 8, 2016, to July 22, 2016, to seek volunteers to be considered for an appointment to the Escambia County Health Facilities Authority. The letter from Paula Drummond, with Commander Kohler's Resume attached, is the only response received.

## Sharon Harrell (COC)

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**From:** PG Drummond <pgdrummond@ehealthfinance.org>  
**Sent:** Friday, September 09, 2016 4:34 PM  
**To:** Sharon Harrell (COC)  
**Subject:** RE: Sending Oath of Office for Authority Board Member

Thanks Sharon.

Paula G. Drummond  
Executive Director/General Counsel  
Escambia County Health Facilities Authority  
1019 N. 12<sup>th</sup> Avenue - Pensacola 32501 (street address)  
PO Box 2667 - Pensacola, FL 32513-2667 (mailing address)  
(850) 432-7555

pgdrummond@ehealthfinance.org

NOTICE: The content of email sent to the Authority, along with email addresses, are public records. If you do not want your information to be released in connection with a public records request, do not send email to this address. Send a letter or give us a call at the above number.

**From:** Sharon Harrell (COC) [<mailto:SHARRELL@escambiaclerk.com>]  
**Sent:** Thursday, September 08, 2016 4:38 PM  
**To:** PG Drummond  
**Cc:** Liz Carew (COC)  
**Subject:** RE: Sending Oath of Office for Authority Board Member

Hi Paula,

I have received the attached signed oath, and will forward it to Liz to include in the BCC agenda.

Thank you,  
Sharon

**Sharon Harrell, CPA**  
**Manager, Financial Reporting/Grants**  
PAM CHILDERS, Clerk of Circuit Court & Comptroller  
First Judicial Circuit, Escambia County  
221 Palafox Place, Suite 130  
Pensacola, FL 32502-5843  
☎ 850-595-4825  
✉ [SHarrell@escambiaclerk.com](mailto:SHarrell@escambiaclerk.com)  
[www.EscambiaClerk.com](http://www.EscambiaClerk.com)

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*Notice: 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 and 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.*

**From:** PG Drummond [<mailto:pgdrummond@ehealthfinance.org>]  
**Sent:** Thursday, September 08, 2016 1:22 PM

**To:** Sharon Harrell (COC)

**Subject:** Sending Oath of Office for Authority Board Member

Sharon:

In your capacity as a representative of the Clerk to the Board of County Commissioners, please file the attached copy of the Oath of Office signed by Authority Board Member Michael S. Kohler who was reappointed for a 4 year term by the Board of County Commissioners at their August 18, 2016 meeting. The original of this document has been sent to the Bureau of Elections in Tallahassee as required by statute. Please confirm receipt. Thank you.

Paula G. Drummond

Executive Director/General Counsel

Escambia County Health Facilities Authority

1019 N. 12<sup>th</sup> Avenue - Pensacola 32501 (street address)

PO Box 2667 - Pensacola, FL 32513-2667 (mailing address)

(850) 432-7555

[pgdrummond@ehealthfinance.org](mailto:pgdrummond@ehealthfinance.org)

NOTICE: The content of email sent to the Authority, along with email addresses, are public records. If you do not want your information to be released in connection with a public records request, do not send email to this address. Send a letter or give us a call at the above number.



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 09-02-2016

TO: Liz Carew  
Clerk of the Board

BCC: 06-26-2014

CAR II-12(C) DEP Contract No. WQ015, Amendment No. 1

Please Initial and Date  
Below on Line Provided

*JW 09-02-2016*

Judy Witterstaeter, Program Coordinator, County  
Administration

Attached is the Clerk's original for filing with the Board's  
Minutes.

Thank you.

*9/2 LC*

Liz Carew, Clerk to the Board

**Return This Cover Page & Documents (as applicable) to Judy Witterstaeter**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-43. Approval of Various Consent Agenda Items – Continued

12. Taking the following action concerning a Contract between the Florida Department of Environmental Protection (FDEP) and Escambia County Board of County Commissioners (Funding: Fund 110, Other Grants & Projects Fund, New Cost Center – no matching funds required):
  - A. Accepting the Grant award associated with DEP Contract No. WQ015, in the amount of \$285,398.80, from FDEP, for monitoring low impact design best management practices, for the Escambia County One Stop Office Building (Central Office Complex);
  - B. Approving, and authorizing the Chairman to sign, the Contract with FDEP; and
  - C. Authorizing the Chairman to sign any subsequent Contract-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.
  
13. Approving a Single-Source Procurement with Thompson Tractor Company for dealer-certified rebuild of a Caterpillar 836H Compactor, PN 58351, for the amount of \$405,037 (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401).

**Escambia County  
Clerk's Original**

6/26/2014 CARTI-12(c)

DEP CONTRACT NO. WQ015  
AMENDMENT NO. 1

THIS CONTRACT as entered into on the 18<sup>th</sup> day of July, 2014, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEP") and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor") is hereby amended as follows:

- In accordance with Florida Statutes, Chapter 287.057(12) Paragraph 3, is hereby revised to extend the completion date of the Contract from July 18, 2019 to January 18, 2020.
- Paragraph 9 Notice is hereby deleted and replaced with the following:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

<u>Contractor</u>	<u>Department</u>
Escambia Board of County Commissioners	Department of Environmental Protection
Water Quality and Land Management Division	Nonpoint Source Management Program
Attn: Taylor Kirschenfeld	Attn: Michael Scheinkman, MS#3570
3363 West Park Place	3900 Commonwealth Blvd.
Pensacola, Florida 32505	Tallahassee, Florida 32399-3000
<a href="mailto:jtirsche@co.escambia.fl.us">jtirsche@co.escambia.fl.us</a>	<a href="mailto:Michael.Scheinkman@dep.state.fl.us">Michael.Scheinkman@dep.state.fl.us</a>

- Paragraph 10 Identification of Contract Managers is hereby deleted and replaced with the following:

The Department's Contract Manager is Michael Scheinkman, phone 850-245-8521. The Contractor's Contract Manager is Taylor Kirschenfeld, phone 850-595-3449. All matters shall be directed to the Contract Managers for appropriate action or disposition.

- Paragraph 27 Document Retention and Audit is hereby deleted and replaced with the following:

A. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

- Paragraph 43 Execution in Counterparts is hereby deleted and replaced with the following:

This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose

Not Agenda Backup  
Meloid 7-29-16

behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

- Attachment A, Scope of Services, is hereby deleted in its entirety and replaced with Attachment A-1, Revised Scope of Services, attached hereto and made a part of the Contract. All references in the Contract to Attachment A shall hereinafter refer to Attachment A-1.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

ESCAMBIA BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: *Grover C. Robinson, IV*  
Title: Grover C. Robinson, IV, Chairman

By: *[Signature]*  
Director, Division of Environmental  
Assessment and Restoration

Date: 7-28-2016

Date: 8/12/16

PAM CHILDERS  
ATTEST; Clerk of the Circuit Court  
*Kimberly McLeod*  
Deputy Clerk



By: *Michael Scheinkman*  
Michael Scheinkman  
DEP Contract Manager

*Jamie Pursley*  
DEP Contracts Administrator

Approved as to form and legal  
sufficiency.

Approved as to form and legality:

By/Title: *Kamal Aca*  
Date: 7/21/16

*[Signature]*  
DEP Attorney

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (including number of pages)
Attachment	A-1	Revised Scope of Services (6 pages)

**ATTACHMENT A-1  
SCOPE OF SERVICES**

**MONITOR LOW IMPACT DESIGN (LID) BMPs FOR  
ESCAMBIA COUNTY ONE-STOP OFFICE BUILDING**

**Introduction**

This document outlines work efforts to be performed by the Escambia County Water Quality & Land Management Division (Contractor) for the Florida Department of Environmental Protection (Department) to conduct performance efficiency evaluations of Low Impact Design (LID) Best Management Practices (BMPs) for stormwater treatment. Field monitoring will be conducted at the Escambia County One-Stop Office Building over a period of 36 months. The LID BMPs include a demonstration pervious concrete parking area, and a green roof designed per the University of Central Florida methodology. The green roof demonstrates the energy efficiency and stormwater benefits of a vegetated green roof, and it includes roof access and a viewing area for education and outreach. The pervious concrete parking lot demonstrates the stormwater benefits of a Low Impact Design parking lot that incorporates pervious concrete parking stalls draining to recessed landscaped bioretention areas.

In-situ data loggers will be utilized for continuous monitoring of flow, irrigation, percent moisture, rainfall, and temperature. Surveys will be conducted to determine growth media distribution, vegetation species diversity, and vegetation coverage. Grab samples and composite samples will be collected for the water quality analyses. Infiltrimeters will be used to determine the percolation rate of the pervious concrete. When the pervious concrete parking lot is vacuumed annually, sediment recovery will be quantified.

The number of sampling stations, collection frequency, total number of samples, and laboratory analytical costs are specified in the included spreadsheet. The Escambia County Water Quality Laboratory and/or Test America will perform the laboratory analyses.

An Environmental Programs Manager and a Division Manager will manage this monitoring project, analyze data, and provide quarterly and final reports. An Environmental Analyst and an Environmental Technician will collect the field samples, deliver samples to the analytical laboratory, and collect and manage data.

At the completion of the monitoring program, data will be compiled and analyzed to determine the overall performance efficiency of the LID BMPs. Draft and Final Reports will be prepared and submitted to Department.

**Background**

Construction of the Escambia County One Stop Office Building was completed in November 2010 through DEP Contract No. WM920. Low Impact Design (LID) BMPs incorporated into the project include a 100,000 square foot pervious concrete parking area and a 30,000 square foot vegetated green roof. DEP Contract No. WM920 provided funding for the cost differential between conventional construction and LID construction.

Since existing green roofs in Florida are in the central and southern parts of the state, the Department is very interested in determining which species of vegetation are well suited for green roofs in the Northwest Florida climate. Six different native plant species were installed on the green roof during the fall of 2010. Unfortunately, a hard freeze during January 2011 killed many of the newly installed plants that had not yet established adequate root structure. Additional native plants of various species were installed in the spring and summer of 2011, and 100% coverage of the green roof was achieved at the end of the summer of 2012. The green roof vegetation is now well established and stable so that a valid monitoring effort can begin. Monitoring the performance of the green roof before 100% vegetation coverage was established would not have provided valid data.

The Escambia County Water Quality Laboratory, which is located in the Escambia County One Stop Office Building, was established in 2011. New analytical equipment (nutrient analyzer, ICP, drying ovens, incubators, vacuum filtration) was installed during 2012. The Escambia County Water Quality Laboratory (EPA Lab Code: FL01283) received NELAC certification from the Florida Department of Health, Bureau of Public Health Laboratories on December 3, 2015. Initial certification includes the following Fields of Accreditation on environmental samples: drinking water (microbiology), non-potable water (general chemistry, metals, microbiology), and solid and chemical materials (general chemistry and metals) for a total of 68 parameters in water, soil, and sediment using 32 separate analytical methods.

This monitoring program was originally going to be to be accomplished as a task under contract WM920 if there had not been delays due to the 2011 freeze and NELAC certifying the county's lab. Therefore, this Contract was initiated to complete what was begun under DEP Contract No. WM920.

### **Scope of Services**

The Contractor shall perform the specific work efforts outlined below to conduct the performance efficiency evaluations for the LID BMPs.

#### **Task 1 - Review/Select Monitoring Sites:**

The Contractor will select monitoring sites for the performance efficiency monitoring. Sites will be selected which have conditions suitable for instrumentation and monitoring. All selected sites will be approved by the Department prior to proceeding to Task 2 or conducting any field monitoring.

**Task 1 Deliverable:** Technical memo on site selection

**Task 1 Budget:** Personnel: \$1,907.40

**Task 1 Schedule:** Start: Contract Execution  
Complete: See Project Timeline on page 6 of 6

**Performance Measure:** It will be verified through a site visit that seven Green Roof sites, one Control roof site, one irrigation site and one rain water site are selected that are the most appropriate to represent the conditions being evaluated for the listed analytical parameters. Likewise it will be verified through a site visit that three sites are selected that are most appropriate for the percolation rate analysis of the pervious parking and two sites are selected that are most appropriate to analyze temperature of the Green Roof (at the surface and membrane level) and the control roof. It will also be verified through a site visit that the sites selected for analyzing energy consumption, flow, percent moisture, rainfall, sediment recovery and air temperature are the most appropriate for representative samples. Lastly, the 30 plus sites selected for growth media distribution, species diversity and vegetative cover will be deemed appropriate through a site visit and discussion with the contractor.

#### **Task 2 - Prepare/Submit Project QA Plan:**

The Contractor will prepare a detailed Project QA Plan for the proposed monitoring activities. This plan will provide a description of all proposed field and laboratory activities and outline specific quality assurance procedures. The plan will provide details on specific monitoring locations and proposed instrumentation for each site. This plan will be submitted to Department for review and approval.

**Task 2 Deliverable:** Project Monitoring/QA Plan

**Task 2 Budget:** Personnel: \$4,590.20

**Task 2 Schedule:** Start: Immediately after Task 1 is completed  
Complete: See Project Timeline on page 6 of 6

**Performance Measure:** The Project QA Plan will be evaluated by the DEP Contract Manager to verify that it is complete, meets the project objectives and is in compliance with this contract. It will then be forwarded for a detailed review of methods and be accepted upon approval by the Department's Quality Assurance Program that it is in compliance with DEP's Standard Operating Procedures for monitoring.

### **Task 3 - Select/Install/Calibrate Field Monitoring Equipment**

The Contractor will evaluate each of the proposed monitoring sites and select appropriate field monitoring equipment to conduct the performance efficiency evaluations. Field monitoring equipment will include, at a minimum, flow monitoring equipment, a weather station with data logger, multiple temperature and percent moisture sensors with data loggers, and three ERIK double ring infiltrometers. After installation, each of the components will be calibrated according to manufacturer's instructions prior to initiation of the monitoring program.

**Task 3 Deliverable:** Technical Memorandum on field monitoring equipment installation

**Task 3 Budget:** Personnel: \$2,293.40  
Field monitoring equipment: \$11,400.00

**Task 3 Schedule:** Start: Immediately after Task 2 is completed  
Complete: See Project Timeline on page 6 of 6

**Performance Measure:** A site visit will be conducted (or photographs reviewed) to verify that the equipment has been installed at the appropriate locations. Calibration in accordance with the manufacturer's instructions will be demonstrated by the Contractor on site or results will be documented in the Technical Memorandum.

### **Task 4 - Perform Routine Monitoring:**

Contractor staff will visit the monitoring sites to retrieve data and collect samples. The operation of all on-site equipment will be evaluated during each visit. Activities performed at the site will be recorded on field notes. The monitoring program will last for a period of 36 months.

The Green Roof, Control Roof and Irrigation samples will be collected as grab samples. The Rainwater samples will be collected as Event Composites. The collection frequency varies from continuous to monthly, quarterly, and yearly and number of stations varies from 1 to 7 to greater than 30. These details are provided on the attached Excel spreadsheet (Exhibit I). Each of the collected samples will be returned to the Contractor's laboratory or Test America to be analyzed for the following parameters:

- Alkalinity
- Conductivity
- Dissolved Oxygen
- Oxidation Reduction Potential (ORP)
- pH
- Total Dissolved Solids (TDS)
- Total Solids (TS)
- Total Suspended Solids (TSS)
- Turbidity
- Nitrogen (Total)
- NO<sub>2</sub> + NO<sub>3</sub>
- Ammonia
- TKN
- Phosphorus (Total)
- Ortho Phosphate
- Cadmium
- Chromium
- Copper
- Lead
- Zinc
- Metals & Trace Elements (Method 200.7)
- Volatile Analyses (Method 8260B)

Additional data collected from meteorological conditions, pervious concrete infiltration rate, flow rates, and roof temperature/percent moisture will be collected in-situ. Vegetation monitoring, such as percent cover and species diversity, and growth media distribution will be determined by statistically significant surveys. Energy efficiency of building will be analyzed based on industry standard. Pervious concrete sediment recovery will be evaluated. Growth media will be analyzed for bulk density, holding capacity, nutrients, organic matter, permeability, pH, pore volume, and soluble salts.

**Task 4 Deliverables:** Quarterly memorandums on data collection due 30 days following the end of each calendar quarter (i.e. April 30, July 30, October 30 and January 30)

**Task 4 Budget:**

<u>Quarterly Budget</u>
Personnel: \$10,238.80
Laboratory and Field Supplies / Operating Expenses: \$450.00
Lab Analyses: \$10,235.00
Quarterly Total: \$20,923.80

<u>Total Budget</u>
Personnel: \$122,865.60
Laboratory and Field Supplies / Operating Expenses: \$5,400.00
Lab Analyses: \$122,820.00
Total: \$251,085.60

Note: The quarterly costs may exceed or under run the anticipated amount so long as the total cost for twelve (12) quarters does not exceed the total Task 4 budget. Also, if any element of the monitoring plan is not implemented the analytical costs associated with that element will be backed out in accordance with the attached Excel spreadsheet.

**Task 4 Schedule:** Start: Immediately after Task 3 is completed  
Complete: See Project Timeline on page 6 of 6

**Performance Measure:** The quarterly memorandums on data collection will be reviewed to verify and quantify progress and resolve any problems.

**Task 5 - Routine/Final Data Compilation/Analysis:**

All data retrieved during the monitoring events will be compiled into a database on a continuing basis. The field data will be reviewed and evaluated with respect to accuracy and precision of the data. At the end of the monitoring program, all of the compiled data will be summarized in both tabular and graphic formats for use in the Final Report.

**Task 5 Deliverables:** Quarterly technical memorandum on data compilation due 30 days following the end of each calendar quarter (i.e. April 30, July 30, October 30 and January 30).

**Task 5 Budget:**

<u>Quarterly Budget</u>
Personnel: \$702.20
<u>Total Budget</u>
Personnel: \$8,426.40

**Task 5 Schedule:** Start: 2 months after Task 3 is completed  
Complete: See Project Timeline on page 6 of 6

**Performance Measure:** Compiled results will be reviewed to identify any trends that may be a concern prior to analysis of data. Analysis of data will be reviewed to verify that scientific methods are followed.

**Task 6 - Prepare Draft Final Report:**

A Draft Final Report will be prepared by Contractor which summarizes all field and laboratory activities and provides an analysis of the performance efficiency of the evaluated systems. A digital copy of the Draft Final Report will be provided to Department for review and comments.

**Task 6 Deliverable:** Draft final project report

**Task 6 Budget:** Personnel: \$4,236.40

**Task 6 Schedule:** Start: Immediately after the completion of Task 5  
Complete: See Project Timeline on page 6 of 6

**Performance Measure:** The Draft Final Report will be reviewed by the DEP Contract Manager to ensure all required data has been included.

**Task 7 - Prepare Final Report:**

A Final Report will be prepared for this project which incorporates the review comments provided by Department. Two hard copies and one digital copy of the Final Report will be provided to Department.

**Task 7 Deliverable** 1 hard copy of Final Report, one digital copy

**Task 7 Budget:** Personnel: \$1,459.40

**Task 7 Schedule:** Start: Immediately after completion of Task 6  
Complete: See Project Timeline on page 6 of 6

**Performance Measure:** The Final Report will be reviewed by the DEP Contract Manager to ensure any comments in draft final report have been addressed.

**Project Budget**

Task 1	\$1,907.40
Task 2	\$4,590.20
Task 3	\$13,693.40
Task 4	\$251,085.60
Task 5	\$8,426.40
Task 6	\$4,236.40
Task 7	\$1,459.40

**TOTAL Project Budget: \$285,398.80**

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**Project Timeline**

<b>Task#</b>	<b>Task Description</b>	<b>Task Completion Date</b>
1	Review/Select Monitoring Sites	Month 12 7/17/15
2	Prepare/Submit Project QA Plan	Month 19 2/17/16
3	Select/Install/ Calibrate Field Monitoring Equipment	Month 23 6/17/16
4	Perform Routine Monitoring	Month 59 6/17/19
5	Routine/Final Data Compilation/ Analysis	Month 62 9/17/19
6	Prepare Draft Final Report	Month 64 11/17/19
7	Prepare Final Report	Month 66 1/03/20

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# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-11017**

**Clerk & Comptroller's Report 10. 4.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/22/2016

**Issue:** Minutes and Reports

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

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

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**Recommendation:**

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 1, 2106;
- B. Approve the Minutes of the Regular Board Meeting held September 1, 2106;
- C. Approve the Minutes of the Attorney-Client Session held September 1, 2016, at 8:30 a.m.;
- D. Approve the Minutes of the Attorney-Client Session held September 1, 2016, at 3:30 p.m.;
- E. Approve the Minutes of the First Budget Public Hearing regarding the Fiscal Year 2016/2017 County-wide Budget held September 6, 2016; and
- F. Approve the Minutes of the Special Board Meeting held September 6, 2016.

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**Attachments**

20160901 Agenda Work Session

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD SEPTEMBER 1, 2016  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:11 a.m. – 11:29 a.m.)

Present: Commissioner Grover C. Robinson IV, Chairman, District 4  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Steven L. Barry, District 5  
Commissioner Lumon J. May, District 3  
Commissioner Douglas B. Underhill, District 2  
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller  
Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Susan Woolf, General Counsel to the Clerk  
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office  
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the September 1, 2016, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and County Attorney Rogers reviewed the Written Communication Item;
  - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and
  - E. County Attorney Rogers reviewed the County Attorney's Report.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10907**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/22/2016

**Issue:** 5:45 P.M. - A Public Hearing Concerning the Review of an Ordinance Amending Ch. 4, Sec. 4-4.1, 4-4.2(d), 4-4.2(f) & 4-4.4(b)(3), Adopting AICUZ Study

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

5:45 P.M. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Sections 4-4.1, 4-4.2(d), 4-4.2(f), and 4-4.4(b)(3) by Adopting the Air Installations Compatible Use Zones Study (AICUZ) for NAS Pensacola and NOLF Saufley 2010

That the Board of County Commissioners (BCC) drop the 5:45 p.m., Public Hearing scheduled to review and adopt an Ordinance to the Land Development Code (LDC) Chapter 4, Article 4, Section 4-4.1 "Purpose of Article" and Section 4-4.2(d) "Source Standards", by including the "Air Installations Compatible Use Zones Study for NAS Pensacola and NOLF Saufley 2010", and Section 4-4.2(f) to change the abbreviation for the 24-hour day-night average sound level abbreviation from Ldn to DNL, and Section 4-4.4(b)(3) "Establishment".

**BACKGROUND:**

In keeping with Florida Statutes and the existing interlocal agreement between Escambia County and the U.S. Navy, the county is seeking to update (LDC) references to reflect the latest compatibility study recommendations recommended by the Navy. These recommended changes are based on changes in aircraft mix and flight patterns currently in use at NAS Pensacola. Since the date of the study (2010), the Navy has removed NOLF Saufley from flight operations and the County is in the process of removing references to NOLF Saufley flight operations in the Comprehensive Plan and the LDC.

**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 Meredith Crawford, 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:**

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

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 by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

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**Attachments**

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10926**

**Growth Management Report 10. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/22/2016

**Issue:** 5:46 p.m. - A Public Hearing - Issuance of a Recycling Permit for a Vegetation Recycling Facility - 2170 Longleaf Drive - Eager Beaver, LLC

**From:** Horace Jones, Director

**Organization:** Development Services

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**RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Issuance of a Recycling Permit for a Vegetative Yard Trash Recycling/Processing Facility Located at 2170 Longleaf Drive, Eager Beaver, LLC

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a recycling permit for a vegetative yard trash recycling/processing facility located at 2170 Longleaf Drive, owned by Eager Beaver, LLC.

**BACKGROUND:**

The facility is owned by Eager Beaver, LLC. The 70.52 (+/-) acre parcel is located on the north side of Longleaf Drive in an existing abandoned borrow pit. The project area is limited to approximately 9 acres plus the entrance driveway. The new use will be a vegetative yard trash recycling/processing facility. Trees (yard trash) will be ground on site with a tree grinder. The ground product will be stored on the site within the project area until enough is accumulated to haul to one of the local suppliers for re-use.

The Development Order for Eager Beaver Vegetative Yard Trash Recycling was approved on August 24, 2016, contingent upon the review for authorization or denial of the Recycling Facility Permit at the aforementioned location.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the issuance of this Permit.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

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**Attachments**

Development Order with Exhibits

Project Narrative

Zoning Map

Public Hearing Sign

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## SITE PLAN DEVELOPMENT ORDER with Concurrency Certification

**Project:** Eager Beaver Vegetative Yard Trash Processing Facility  
**Location:** 2170 Longleaf Drive  
**Development Review #:** PSP160300030  
**Property Reference #s:** 24-1S-30-1602-000-000  
**Exhibit A:** Recycling Facility Permit  
**Exhibit B:** Operations Plan  
**Exhibit C:** Approved Site Plan

**Future Land Use:** I  
**Zoning District:** HC/LI  
**Flood Zone:** AE & X

### PROJECT DESCRIPTION

This Development Order is to satisfy a new vegetative recycling site plan and review requirements of Escambia County Ordinance (to bring a proposed recycling facility into compliance with Escambia County Land Development Code). This approved Development Order includes the County Recycling permit and Operations Plan to be reviewed and presented for approval for Eager Beaver Vegetative Yard Trash Processing Facility to the BCC. The project description is to develop a portion of a 70.52-acre site as a new recycling facility providing storage, processing and the reduction of yard debris vegetation as provided in Exhibit B and Exhibit C.

### STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.
2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

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### Special Project Conditions

1. **Prior to issuance of any permit for the Recycling Facilities activities, the Board of County of Commissioners must approve the Recycling Permit for the facilities and its operations of the site at a duly advertised public hearing. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Recycling Permit is not obtained then this Development Order shall automatically terminate and be rendered null and void.**
2. Recycling activities, (including crushing, stacking, staging, loading and unloading materials), are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Friday and between 8:00a.m. and 2:00 p.m. on Saturday.** Hours are based on the zoning district and intensity of use as similar to borrow pit and reclamations activities, including land clearing debris and construction and demolition debris disposal. See LDC 4-7.6(b)(2). Hours of Operations may be extended or modified, based on client's needs, as approved by the County Administrator or his designee.

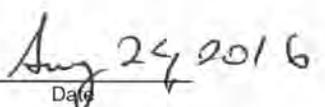
3. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.
4. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
5. All proposed reclamation activity shall occur only on impervious or semi-impervious areas.
6. No recreation of any type or development activity is permitted on this site. This Development and its associated permits and applications were approved for this activity only. Any other operations, activity, land use, development, project and/ or operation shall require additional approvals and authorizations by Local and State agencies.
7. This Development Order is for vegetative recycling and the reduction of yard debris vegetation volume only.
8. All the required signage, vegetation, buffering, fencing, and landscape standards as specified on the approved site plan must be maintained failure to do so shall result in violation at the time of inspection as required per the applicable regulations of Escambia County.
9. Existing concrete piles are not to be added to and remain undisturbed unless removed to an appropriate C&DD sight.
10. The Vegetative Yard Trash Processing Facility must comply with all the applicable for Local and State as pertaining to storage, processing, recycling, and removal of processing material as governing by the all the applicable regulations.

**Development Review Committee (DRC) Recommendation**

Having completed development review of the **Eager Beaver Vegetative Reclamation Facility**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

- Approve    The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Deny        The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

  
Director, Development Services Department

  
Date



Eager Beaver &lt;eagerbeaverprotrecare@gmail.com&gt;

**Yard Trash Processing Facility Registration - 102781**

1 message

no-reply@dep.state.fl.us &lt;no-reply@dep.state.fl.us&gt;

Mon, Jul 25, 2016 at 10:56 AM

To: Eagerbeaverprotrecare@gmail.com

Cc: LAUREN.OCONNOR@dep.state.fl.us, BRAD.HARTSHORN@dep.state.fl.us, DAWN.TEMPLIN@dep.state.fl.us

DEP Logo

**Florida Department of  
Environmental Protection**

Rick Scott

Governor

Carlos Lopez-Cantera

Lt. Governor

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Jonathan P. Steverson

Secretary

**Receipt for Submission**

July 25, 2016

HOWARD C. JACQUES III  
EAGER BEAVER PROFESSIONAL TREE CARE, LLC  
7250 PENSACOLA BLVD

PENSACOLA, FL 32505 0

Dear HOWARD C. JACQUES III

Your application for Registration of a Yard Trash Processing Facility for EAGER BEAVER RECYCLING FACILITY (located at 2170 LONGLEAF DRIVE , Pensacola) in Escambia County is complete. Your facility identification number (WACS ID) is 102781. This registration is valid until August 1, 2017. The receipt number for the registration fee you paid is 916669.

You must comply with the requirements specified in Chapter 62-709, Florida Administrative Code (F.A.C.) in order to maintain qualification for the registration program. A summary of the operating requirements is attached.

If you need further information, please contact me at the above address, Mail Station 4565, telephone 850-245-8707, or e-mail Lauren.OConnor@dep.state.fl.us.

Sincerely,

Lauren O'Connor

	<p align="center"><b>Development Services Department</b></p>
	<p align="center">3363 West Park Place Pensacola, FL 32505 Phone: 850.595.3472</p>
	<p align="center">Horace L. Jones, Department Director</p>

**Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant**

<b>Permittee:</b>	<b>Eager Beaver Professional Tree Care</b>
<b>Facility Name:</b>	<b>Eager Beaver Vegetative Recycling Facility</b>
<b>Facility Type:</b>	<b>Yard Trash Processing Facility</b>
<b>File Number:</b>	
<b>Original Date of Issue:</b>	
<b>Renewal Date:</b>	
<b>Expiration Date:</b>	
<b>Development Review #:</b>	<b>PSP160300030</b>
<b>Date:</b>	<b>8/24/2016</b>
<b>Total Acreage of Facility:</b>	<b>70.52</b>
<b>Total Area Licensed for Operation:</b>	<b>10+/-</b>

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

**General Permit Conditions – All Facilities**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

## **General Permit Conditions – All Facilities** - Continued

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
  - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
  - c. Having access to and copying any records that must be kept under the conditions of this permit.
7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance, and
  - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

## **General Permit Conditions – All Facilities** - Continued

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

**Horace L. Jones, Department Director**  
Development Services Department  
3363 West Park Place  
Pensacola, Florida 32505

Phone 850-595-3472  
E-mail hljones@myescambia.com

Copy to:

**Pat Johnson, Department Director**  
Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, Florida 32533

Phone 850-937-2160  
E-mail ptjohnson@myescambia.com

## **Specific Permit Conditions**

### **1. Compatibility**

Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

### **2. Environmental Health**

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m<sup>3</sup> (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m<sup>3</sup> on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing, processing and/or recycling operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance

## **Specific Permit Conditions –Continued**

and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Eager Beaver Professional Tree Care, 7250 Pensacola Boulevard, Pensacola, FL 32505 and a copy emailed to [eagerbeaverprotreecare@gmail.com](mailto:eagerbeaverprotreecare@gmail.com) (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to [escambiwqjm@co.escambia.fl.us](mailto:escambiwqjm@co.escambia.fl.us)

### **3. Leachate Controls**

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

### **4. Operational Hours**

Operational hours shall be as established by the Approved Development Order for the project.

**5. Permit Renewals**

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is \_\_\_\_\_. Please cite this number on all reports and correspondence concerning this facility.

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

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

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

BCC Approved: \_\_\_\_\_

BOCC Authorization Date: \_\_\_\_\_

<b>Permit Issue Date:</b>	
<b>Permit Expiration Date:</b>	
<b>Issuing Officer Name:</b>	
<b>Issuing Officer Title/Department:</b>	
<b>Signature:</b>	<b>Date:</b>

**Impact and Operational Analysis  
2170 Longleaf Drive  
Pensacola, Florida**

Revised Aug. 29, 2016

This site is located near the mid-western portion of Escambia County on Longleaf Drive, east of the intersection of Pine Forest Road and Blue Angel Parkway.

Determining whether a particular use of property is or can be compatible with nearby existing or proposed uses generally requires analysis of independent variables such as distances, intensities, sounds, existing area uses, and zoning among others.

The overall site measures some 70 acres while the actual activity area contains approximately 9-10 acres located in the middle of the property as shown on the attached map.

The entire site is currently zoned as HC/LI Heavy Commercial/Light Industrial with a FLUM classification of I-Industrial. According to the attached copy of the zoning narrative, the proposed use as a landscaping waste recycling operation is consistent with the allowed uses cited at LDC Sec. 3-2.11(6)(a) under the classification.

The site contains an existing 7,600sf metal building on septic tank with existing electric and water service to the building. The site has an existing paved roadway connecting the activity area south to Longleaf Drive.

The site has been permitted by the Florida Department of Environmental Protection for use as a green recycling operation.

Truck traffic will have access to and from the site from Longleaf Drive which is classified as a Minor Collector on the Escambia County Functional Highway Classification listing. No residential streets will be used.

The size and scale of the proposed will be centralized on the site as

will serve as a sound attenuation structure dampening and deflecting sounds in and upward direction. With processing taking place as depicted on the aerial, the nearest residential structures are located some 700 feet east of this location. As such, it is not anticipated that the activity on site will generate unreasonable noise affecting adjacent residential uses.

There are numerous similar activities within Escambia County where the HC/LI zoning classification is found adjacent to residential areas such as Brown Marine boatyard on Bayou Chico, Ellyson Field on Davis Highway, Patti Shipyard off Navy Boulevard, Brown Helicopter on Aileron Avenue, and Westinghouse on Scenic Highway. Each of these examples have residentially zone property adjacent as shown on the attached location maps. All have apparently existed next to one another without unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards. The design and

Existing landscaping along the easterly property includes an extensive stand of trees and understory which will not be disturbed. This existing vegetation together with the 20' earth wall and the distance between the operation site and existing residences should again be sufficient to assure use compatibility.

The activity area is relatively flat with a slight existing westerly grade toward a wetland area. Use of the site will not produce any erosion to either on site or adjacent land owners. This wetland area is not within the activity area and will not be disturbed by operations. Storage of materials will be adjacent to the grinding equipment and once processed, will be trucked to end users.

The operation of site will likely be Monday- Friday from 7:00am to 5:00pm while Saturday hours will be 8:00am to 2:00pm. The site is currently fenced and will be locked and secured after hours.

The adopted Escambia County Land Development Code defines compatibility as follows:

*Compatible. A condition in which land uses, activities or conditions*

Landscape materials brought into the site will be inspected prior to unloading to assure acceptability and compatibility with approved operational rules.

Sound characteristics of the shredding machine can measure 85dbi while next to the machine. This is produced with grinder teeth shredding wood and plant type material as opposed to grinder teeth shredding metal or concrete materials. Sound characteristics measured over 700 feet from the source should be comparable to that produced by a lawn mower.

The adopted Escambia County Land Development Code defines compatibility as follows:

*Compatible. A condition in which land uses, activities or condition can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.*

Given the proximity/distance between the operational equipment site within the activity area and distance to adjacent residences it is anticipated that the proposed use as a green landscape grinding and processing operation will not unduly impact other surrounding uses.

## RESPONSE TO REVIEWER COMMENTS

The following is in response to 15 items/questions raised in the Horace Jones memo dated July 21, 2016. The majority of these questions were previously addressed within the initial Impact and Operational Analysis study dated July 7, 2016.

**1- Please provide an update on where you with FDEP with the Release from Reclamation from the abandoned pit. Please see the attached email from FDEP. A summation of where you are will be sufficient.**

**RESPONSE:** The abandoned pit area referenced is north and not a part of the work area outlined on the site plan for use as the Eager Beaver Recycling Facility. As stated by DEP Administrator Howard Hayes in his March 15, 2016 memo to Horace Jones, "only the northern one-third of the Longleaf Pit is subject to the mandatory mine reclamation requirements." Remediation work in this area is expected to be completed later this year or early 2017 for DEP inspection.

**2- Type of material being recycled and/or processed such as concrete, asphalt or land clearing debris. Please confirm that this is not a C & DD operation.**

**RESPONSE:** The Eager Beaver Recycling Facility - is registered with the Florida Department of Environmental Protection as WACS ID00102781 and is not registered or approved as a C & D DD operation.

**3- Are there any Hazardous waste. How is handle (if applicable).**

**RESPONSE:** The facility is not approved nor will it process any hazardous waste materials.

**4- How will the material be processed? What type of equipment is used in the processing or recycling? Is it on site equipment or Is a portable crusher used. Do the portable crusher have all the permits. Do the on site equipment have all the permits.**

**RESPONSE:** A portable grinder will process the yard/landscaping materials

**5- What are the specifications for the equipment?. Please include a diagram of how material will be processed with the machine?**

**RESPONSE:** This diesel powered machine will process green materials loaded at

the rear, ground in the middle and released on conveyor belts out the front of the machine.

**6- How is the noise control? What is the noise level for the machine?**

**RESPONSE:** The machine will be located in the middle to the site just west and adjacent to a earthen loading berm as depicted on the attached site. This berm measures some 10 feet in height and will serve as a sound deflector. The nearest residential structure was observed to be some 700 feet east of this machine location.

**7- Where is the general location of the on-site equipment. How far from the property line is the equipment. Please include total acreage of site.**

**RESPONSE:** As shown on the attached site plan the equipment will be centrally located measuring some 600 feet from the easterly property line.

**8- Do you have your state permits. Yes, it is not necessary for County approval; but, it is good to include this & any other reports you may on for your recycling operation.**

**RESPONSE:** The Eager Beaver Recycling Facility is registered with the Florida Department of Environmental Protection as a Yard Trash/Solid Waste Organics Recycling Facility per copy attached.

**9- How often does recycling or processing occur? Is daily or weekly?**

**RESPONSE:** As recycling materials arrive; likely on a daily basis.

**10- How is the material brought to the site thru daily trucks.**

**RESPONSE:** Materials will be delivered to the site by truck.

**11- Where is the material stored. How long is the material stored before it is processed and/or recycled?**

**RESPONSE:** Materials, both incoming and processed can be stored adjacent to the machine. The equipment has the capability to process and load into waiting trucks, depending on volumes.

**12- How is the fugitive dust managed. Please include all dust suppression systems in place?**

**RESPONSE:** The grinding process of green organic material produces little dust emissions generally localized to the area surrounding the machine location. Misters and sprinklers are used at both ends of the machine to mitigate dusting.

**13- Access to site. If you have the information, please include any permissions you may have received from the**

**RESPONSE:** Access is by way of an existing paved roadway.

**14- Screening & Buffering in place for residence**

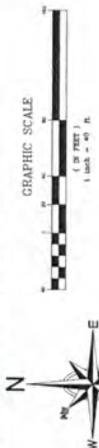
**RESPONSE:** The site was previously used as a barrow/mining pit resulting in a 15+ foot wall along the easterly property line. On top of this wall are trees and abundant understory resulting in an existing screening and buffering presence.

**15- Hours of Operation.**

**RESPONSE:** Operational hours will be consistent with that allowed under Sec. 5-9.2(3): Monday thru Friday 6am to 6pm and Saturday hours limited to 8am to 2pm.



**BOUNDARY AND TOPOGRAPHIC SURVEY  
OF A PORTION OF SECTION 24 AND 41,  
TOWNSHIP 1 SOUTH, RANGE 30 WEST,  
ESCAMBIA COUNTY, FLORIDA**



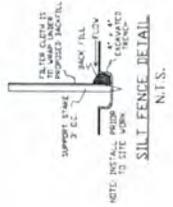
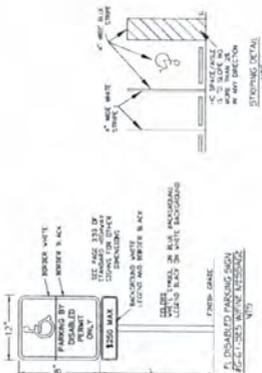
NOTE: THIS IS A GENERAL PURPOSE CHANGE OF USE PLAN. THE EXISTING VEGETATIVE RECYCLING FACILITY, CONTRACTOR'S CLEARING VEGETATIVE DEBRIS WILL BE DELIVERED TO THE SITE. DEBRIS WILL BE REDUCED BY 50% TO 75% TO BE USED FOR OTHER USES.

**SITE WORK GENERAL NOTES:**

1. THIS PLAN IS PREPARED TO SATISFY ESCAMBIA COUNTY ORDINANCE AND DOES NOT SUPPORT TO THE STATE OF FLORIDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.
3. ALL NECESSARY PERMITS AND APPROVALS SHALL BE PROVIDED TO THE CONTRACTOR BY THE CLIENT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF FLORIDA, THE LOCAL GOVERNMENT, AND ANY OTHER AGENCIES THAT MAY BE APPLICABLE TO THE PROJECT.

**LEGEND**

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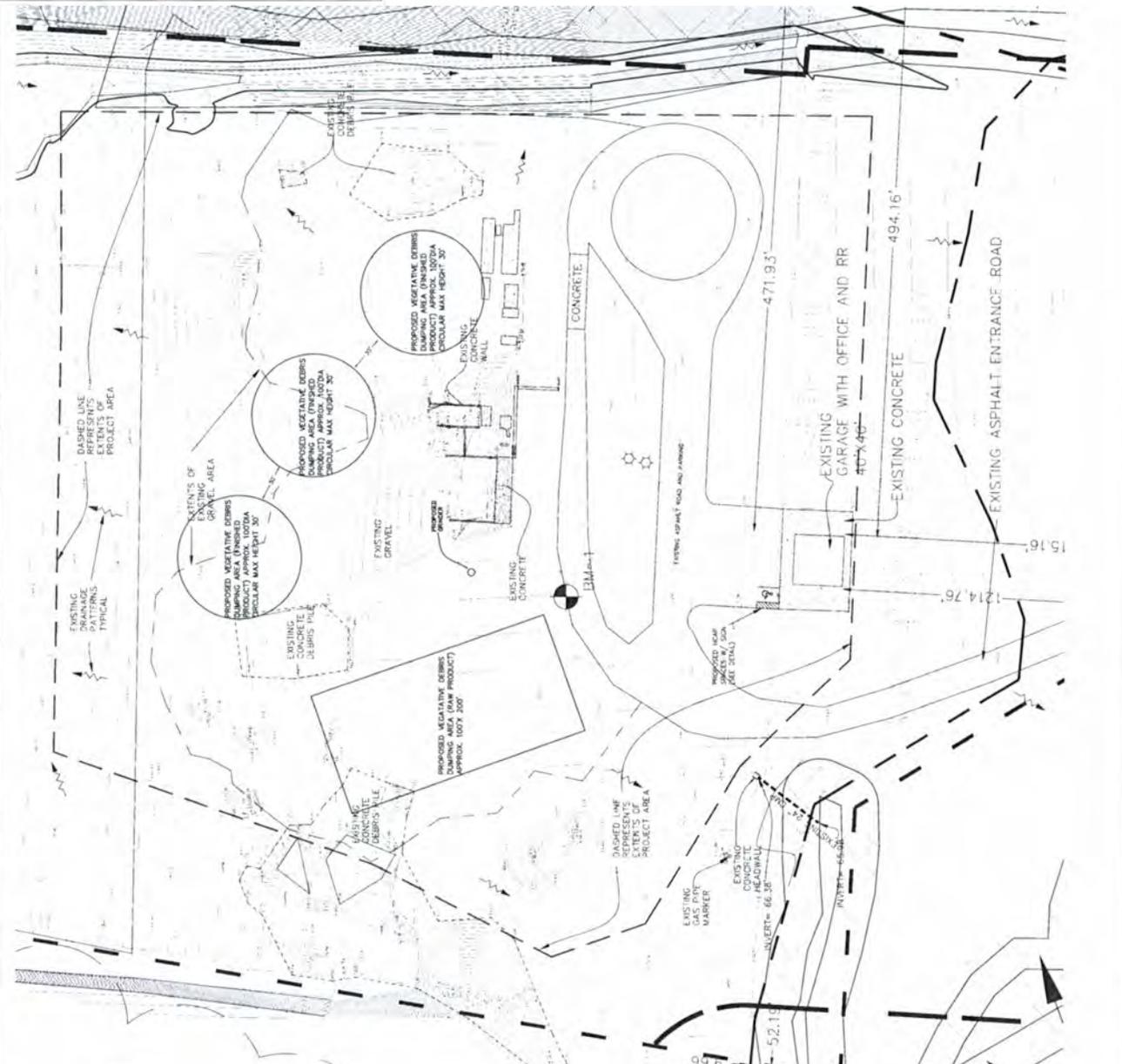
**SILT FENCE DETAIL**  
N.T.S.

**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
A PROFESSIONAL SERVICE ORGANIZATION  
1000 1/2 1st Street, Tallahassee, Florida 32301  
Tel: 904-944-1111 Fax: 904-944-1118  
DAVID W. FITZPATRICK  
PROFESSIONAL ENGINEER &  
BOARD OF PROFESSIONAL ENGINEERS  
(CERTIFICATE # 00008423)  
SPECIALTY CODES BY DATE OF EXPIRY  
SURV. 2016 JAS  
FRT 6/21/16

**EAGER BEAVER VRF  
VRF-VEGETATIVE RECYCLING FACILITY  
EXPANDED VIEW OF PROJECT AREA**

NO.	DATE	DESCRIPTION
1	11/11/15	PRELIMINARY CONCEPT PLAN
2	11/11/15	REVISIONS TO CONCEPT PLAN
3	11/11/15	FINAL CONCEPT PLAN
4	11/11/15	FINAL CONCEPT PLAN
5	11/11/15	FINAL CONCEPT PLAN
6	11/11/15	FINAL CONCEPT PLAN
7	11/11/15	FINAL CONCEPT PLAN
8	11/11/15	FINAL CONCEPT PLAN
9	11/11/15	FINAL CONCEPT PLAN
10	11/11/15	FINAL CONCEPT PLAN

DATE: 11/11/15  
DRAWN BY: 16-016  
CHECKED BY: 7/5/16  
SCALE: 1" = 40'  
SHEET: 2 OF 2



# David W. Fitzpatrick, P.E., P.A.

10250 North Palafox St. Pensacola, FL 32534

Phone (850) 476-8677 Fax (850) 476-7708

[fitzpatrick@fitzeng.com](mailto:fitzpatrick@fitzeng.com)

Board of Professional Engineers Certification # 00008423

7/12/2016

## Eager Beaver Vegetative Recycling Facility Project Narrative

The 70.52 acre parcel is located on the north side of Longleaf Drive in an existing abandoned borrow pit. The project area is limited to approximately 9 acres plus the entrance driveway. All existing improvements will remain and be used. The new use will be a vegetative recycling facility. Contractors will bring land clearing trees to the site. Trees will be stockpiled within the project area. A tree grinder will be located on the site near the center of the project area. Ground product will be stored on the site within the project area until enough is accumulated to haul to one of the local factories for re-use.

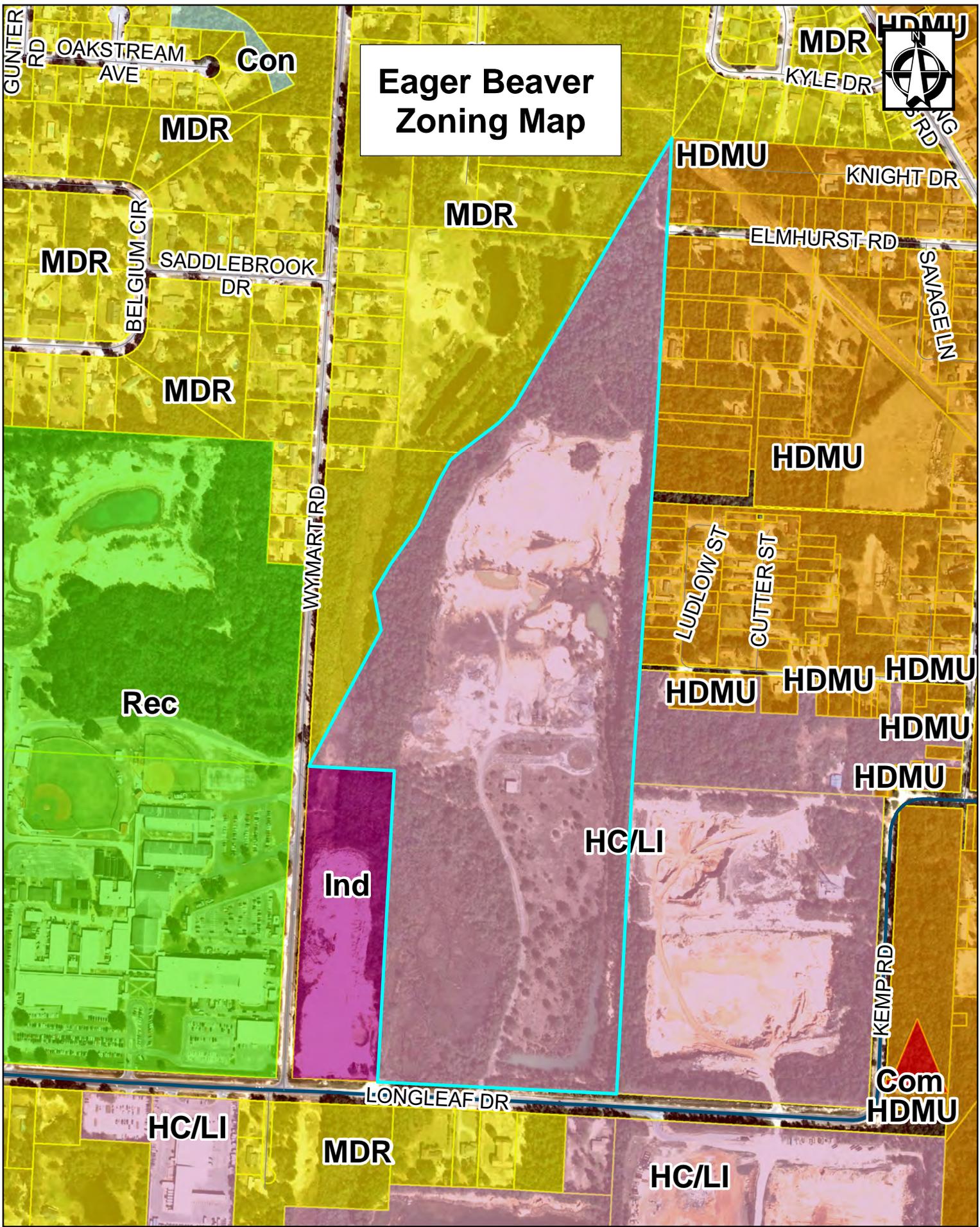
The existing paved driveway is approximately 24' wide and in good condition. As mentioned above all existing onsite facilities will remain and be used. The connection at longleaf has an existing right turn lane approximately 140' long with an added 50' taper.

Existing drainage patterns will not be changed. Existing retention ponds lie on the north side of our project area and an existing ditch runs along the east side.

There is an apparent wetland along the west side of the project out of our project area. There will be no work near wetlands.



# Eager Beaver Zoning Map



This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

HOUSE OF  
PUBLIC HEARINGS  
BOARD OF COUNTY COMMISSIONERS

**RECYCLING FACILITY-  
PERMIT**

CASE NO. **PSPT150300010**

DATE **09/22/15** TIME **5:46 PM**

**LOCATION OF HEARING**

**ONE EIGHT SEVEN SEVEN  
ONE FIFTEEN PLACE  
FIRST FLOOR BOARD ROOM 1010**

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 904.977.4900 OR VISIT  
[WWW.BTCOC.FLORIDA.GOV](http://WWW.BTCOC.FLORIDA.GOV)



PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF BROWARD COUNTY



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10920**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/22/2016

**Issue:** Schedule of a Public Hearing

**From:** Horace Jones, Director

**Organization:** Development Services

---

**RECOMMENDATION:**

Recommendation Concerning the Scheduling of Public Hearing

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

**October 6, 2016**

5:48 p.m. - A Public Hearing - Large Scale Amendment 2016-01 - Beck's Lake Road - Changing the Future Land Use from Mixed-Used Urban to Industrial (second of two public hearings)

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**Attachments**

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-10909

County Administrator's Report 10. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/22/2016

Issue: Request for Disposition of Property

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

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

CAO Approval:

---

**RECOMMENDATION:**

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

That the Board approve the Request for Disposition of Property Form for the State of Florida Department of Health, Escambia County Health Department, and authorize the disposition of all assets described on the Request Form. All of the assets listed are County assets held and utilized by the State of Florida Department of Health, Escambia County Health Department and have been found to be of no further usefulness to the County.

**BACKGROUND:**

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Disposition FDOH

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Florida Dept of Health in Escambia COST CENTER NO: \_\_\_\_\_

Linda B. Moyer DATE: 8/29/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Linda Moyer* Phone No: 850-595-6500 X1010

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

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

Disposal Comments: Equipment is obsolete or in poor condition.

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez  
 Print Name

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

Computer is Ready for Disposition

Date: 8.29.16 Information Technology Technician Signature: *[Signature]*

Date: 08 29 16  
 FROM: Escambia County Department Director (Signature): *[Signature]*

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

**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

Florida Department of Health in Escambia County  
Request for Disposition of Property September 22, 2016

PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NO	MODEL	DATE ACQUIRED	CONDITION
51354	COMPUTER-LAPTOP	23JRV11	DELL LATITUDE C840	9/30/2002	POOR
51749	FILING SYSTEM	N/A	DIRECT LINE	2/6/2003	POOR
52982	SERVER	CQVZH41	DELL POWEREDGE 2600	3/19/2004	POOR
56328	SERVER	C8LXQC1	DELL POWEREDGE 2900	4/3/2007	POOR
56329	SERVER	8ST94B1	DELL POWEREDGE 2850	10/1/2006	POOR
56330	SERVER	BJ950B1	DELL POWEREDGE 2850	10/1/2006	POOR
56331	SERVER	DBF26D1	DELL 124T-LTO3	5/16/2006	POOR
57915	AED	380069	POWERHEART '9300E-101	4/30/2008	POOR
58463	PROJECTOR	H8ZA5076	EIKI 'LCXB42	5/27/2009	POOR
58722	SERVER	7XCGSL1	DELL POWEREDGE R710	6/3/2010	GOOD
58723	SERVER	7XCFSL1	DELL POWEREDGE R710	6/3/2010	GOOD
58724	TAPE BACKUP	D7XRJL1	DELL POWERVAULT TL2000	6/3/2010	GOOD
59121	TAPE BACKUP	7C7S6Q1	DELL POWERVAULT TL2000	4/28/2011	GOOD



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10892**

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

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** MOU with the University of West Florida Establishing a Partnership for Artificial Reef Research

**From:** Chips Kirschenfeld, Director

**Organization:** Natural Resources

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a Memorandum of Understanding with the University of West Florida Establishing a Partnership for Artificial Reef Research - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a Memorandum of Understanding (MOU) between Escambia County, Florida, and the University of West Florida Establishing a Partnership for Artificial Reef Research:

A. Approve the MOU between Escambia County, Florida, and the University of West Florida Establishing a Partnership for Artificial Reef Research; and

B. Authorize the Chairman to sign the MOU and subsequent MOU-related documents such as no-cost time extensions, subject to Legal review and sign-off, without further action of the Board.

**BACKGROUND:**

Escambia County has legal authority to obtain permits for artificial reef construction, construct artificial reefs, and monitor artificial reefs. The University of West Florida (UWF) has the means and abilities to conduct underwater scientific research. Both the County and UWF are authorized by Florida law to enter in agreements and thereby cooperatively use their powers and resources in the most efficient manner possible. Through this Memorandum of Understanding, UWF will provide the County with research results when studies are completed and both entities will mutually benefit from an improved scientific understanding of artificial reefs and their associated biological assemblages.

**BUDGETARY IMPACT:**

No budgetary impact associated with this recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This MOU has been approved as to form and legal sufficiency by Assistant County Attorney, Kristin Hual.

**PERSONNEL:**

No additional impact to personnel associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy II.B.8.

**IMPLEMENTATION/COORDINATION:**

Department of Natural Resources Management, Marine Resources Division staff will implement the terms of the MOU.

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**Attachments**

MOU UWF PartnershipArtificialReefResearch

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
ESCAMBIA COUNTY, FLORIDA AND THE UNIVERSITY OF WEST FLORIDA  
ESTABLISHING A PARTNERSHIP FOR ARTIFICIAL REEF RESEARCH**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the UNIVERSITY OF WEST FLORIDA, for and on behalf of its Board of Trustees, a Florida public post-secondary educational institution, 11000 University Parkway, Pensacola Florida, 32514 (hereafter referred to as "UWF"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, 221 Palafox Place, Suite 420, Pensacola, Florida, 32502 (hereafter referred to as the "COUNTY").

**WITNESSETH:**

**WHEREAS**, the COUNTY has legal authority to obtain permits for artificial reef construction, construct artificial reefs, and monitor artificial reefs; and

**WHEREAS**, UWF has the means and abilities to conduct underwater scientific research; and

**WHEREAS**, both the COUNTY and UWF are authorized by Florida law to enter into agreements and thereby cooperatively use their powers and resources in the most efficient manner possible; and

**WHEREAS**, UWF will provide the COUNTY with research results when studies are completed; and

**WHEREAS**, UWF and the COUNTY will mutually benefit from an improved scientific understanding of artificial reefs and their associated biological assemblages; and

**WHEREAS**, UWF and the COUNTY desire to enter into an agreement to cooperatively support artificial reef research.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, UWF and the COUNTY agree as follows:

**Article 1. RECITALS AND PURPOSE.**

1.1 The recitals contained in the preamble to this Agreement are true and correct and incorporated herein by reference.

1.2 The purpose of this Memorandum of Understanding is to establish the terms whereby the parties will provide mutually beneficial support, local knowledge and expertise to address issues that affect the health and accessibility of Escambia County's marine, freshwater, and coastal resources. The goal is a joint effort to ensure the safe, efficient and sustainable use and enjoyment of marine resources by residents and visitors to Escambia County. In furtherance of the goal, UWF and the COUNTY wish to collaborate and cooperate in artificial reef planning, deployment, and research.

**Article 2. RESPONSIBILITIES OF THE PARTIES.** The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

**2.1. RESPONSIBILITIES OF UWF:**

A. UWF will plan and conduct scientific research on reefs located in Escambia County permitted artificial reef sites.

B. UWF may deploy research reefs within Escambia County permitted artificial reef sites and make and publicize reef locations upon conclusion of research.

C. UWF will provide research results to the COUNTY upon completing research on reefs located in Escambia County permitted artificial reef sites.

**2.2. RESPONSIBILITIES OF THE COUNTY:**

A. The COUNTY will coordinate research reef deployments with UWF to ensure permit compliance.

B. The COUNTY will provide information and assistance as needed to monitor research reef deployments and other Escambia County permitted artificial reef sites.

**Article 3. GENERAL PROVISIONS.**

**3.1 TERM.** The term of this Agreement shall commence upon the date last executed and continue for a term of three (3) years with the option to renew for two additional one (1) year terms, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties. In no event shall the term this agreement exceed the duration of five (5) years from the date of commencement.

**3.2 TERMINATION.** Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least thirty (30) days prior to the termination date specified in the notice.

**3.3 NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

**FOR UWF:**

Jane Caffrey, Professor  
Ctr for Env Diag & Bioremediation  
University of West Florida  
11000 University Pkwy  
Pensacola FL 32514

**FOR THE COUNTY:**

Robert Turpin, Manager  
Marine Resources Division  
Escambia County  
3363 West Park Place  
Pensacola, Florida 32505

(850) 857-6089  
jcaffrey@uwf.edu

(850) 554-5869  
Robert\_Turpin@myescambia.com

With a copy to:

M. C. Rafalski, CRA  
Grants Specialist Supervisor  
Research and Sponsored Programs  
University of West Florida  
11000 University Parkway  
Pensacola FL 32514-5750  
(850) 474-2825  
crafalsk@uwf.edu

**3.4 AUTHORITIES.** It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this Agreement are thereby limited. It shall be the responsibility of each party to interpret its own authorities and policies, and make decisions as required under law and policies applicable to each.

**3.5 PUBLIC RECORDS.** The parties acknowledge that this agreement and any related financial records, 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 either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving the party seven (7) days written notice, terminate this agreement.

**3.6 LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing herein shall extend the liability of either Party beyond the limits established in §768.28, Florida Statutes, or serve as a waiver of sovereign immunity and nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

**3.7 STATE REQUIRED CLAUSES.**

**A. Non-discrimination.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

**B. Prohibition of Discriminatory Vendors.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**C. Public Entity Crimes.** In accordance with Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, supplier, subcontractor, consultant, or by any other manner 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.

**D. Legislative appropriation.** For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

**3.8 ASSIGNMENT.** This Agreement or any interest herein may not be assigned, transferred or encumbered without the written approval of both parties. Any such assignment or attempted assignment shall be null and void.

**3.9 GOVERNING LAW AND VENUE.** 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.

**3.10 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 to be enforceable as if this Agreement did not contain such invalid or unenforceable portion of provision.

**3.11 NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

**3.12 ENTIRE AGREEMENT.** 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.

**3.13 AMENDMENT.** No modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**IN WITNESS WHEREOF,** the parties hereto have caused this Memorandum of Understanding to be executed through their duly authorized signatories on the on the respective dates under each signature.

**COUNTY:**

Board of County Commissioners  
Escambia County, Florida

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

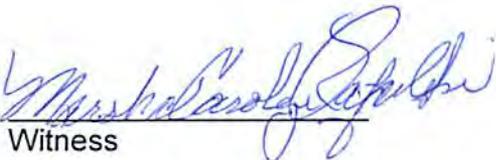
Date: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(SEAL)

BCC Approved: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

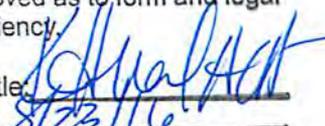
  
\_\_\_\_\_  
Witness

**UWF:**   
By: \_\_\_\_\_  
Mark H. Roltsch, PhD  
Assistant Vice President for Research

  
\_\_\_\_\_  
Witness

Date: 9/22/16

Approved as to form and legal  
sufficiency.

By/Title:   
Date: 8/23/16

**APPROVED AS TO  
FORM AND LEGALITY**  
  
**OFFICE OF THE GENERAL COUNSEL**  
9649



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10914** **County Administrator's Report 10.3.**  
**BCC Regular Meeting** **Technical/Public Service Consent**  
**Meeting Date:** 09/22/2016  
**Issue:** CareerSource Escarosa Board Appointment  
**From:** Tonya Gant, Director  
**Organization:** Neighborhood & Human Svcs  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Tonya Gant, Neighborhood & Human Services Department Director

That the Board confirm the appointment of Dr. Michelle L. Taylor, Escambia County School District's Director of Workforce Education as the representative of the Escambia County School District. This appointment will be effective September 22, 2016, through September 22, 2018. This request will allow for compliance with the CareerSource Escarosa Board of Director's By-Laws regarding Board representation and terms.

**BACKGROUND:**

The Board of Directors of CareerSource Escarosa serves as the local governing board of workforce development and job training activities as approved by CareerSource Florida and the Florida Department of Economic Opportunity (DEO). Federal and State legislation that govern the Board activities require specific membership from various community sectors where the governing Boards are located. This Board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments and reappointments must conform to the requirements of the law, and must have final approval from the local governing entity of each County which for Escambia County is the Board of County Commissioners.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Appointments to the Board of Directors are made in accordance with the state and federal legislation. The Workforce Innovation Opportunity Act (WIOA), Public Law 113-128 allows for a 19 member Board of Directors, with 10 of those members from the private sector.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, the appointment shall become effective for the expressed dates. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

---

**Attachments**

CareerSource Appointment 2016

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[careersourceescarosa.com](http://careersourceescarosa.com)  
3670-2A North L Street  
Pensacola, FL 32505  
p: 850.473.0939 | f: 850.473.0935

**Larry Strain**  
Board Chairman

**Cliff J. Krut**  
Executive Director

August 23, 2016

Tonya Gant, Director  
Neighborhood & Human Services  
Escambia County Board of County Commissioners  
221 Palafox Street  
Pensacola, FL 32502

Dear Ms. Gant:

Under the Regional Workforce Board Accountability Act, effective July 1, 2012, only one Education representative is required on the Board of Directors. Charlin Knight, who is with the Santa Rosa County School District, has served as that representative with the understanding upon her term expiration Escambia County's representative will serve as the Education representative. Ms. Knight's term will expire on September 2, 2016.

Enclosed is Malcolm Thomas' notification of the new Escambia County School District's Director of Workforce Education. Dr. Michelle Taylor replaced Ms. Lesa Morgan, and she is designated to serve as Escambia County School District's representative on the Workforce Escarosa Board.

Request your assistance with having the Escambia County Board of Commissioners review and accept Dr. Taylor's appointment to the CareerSource Escarosa Board of Directors. Please let me know if you need additional information or if I can be of further assistance in this process. Thanks for your help with this matter.

Best regards,

  
Cliff Krut  
Executive Director

CK/js

Enclosures





"Making A Positive Difference"

---

## THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

---

75 NORTH PACE BOULEVARD

PENSACOLA, FL 32505

PH. 850/432-6121 • FAX: 850/469-6379

<http://www.escambia.k12.fl.us>

MALCOLM THOMAS, SUPERINTENDENT

August 13, 2014

Janay Sims  
CareerSource Escarosa  
3670-2A North L Street  
Pensacola, FL 32505

Dear Ms. Sims,

Please allow this letter to serve as confirmation that Dr. Michelle Taylor, Director of Workforce Education, is to serve as the replacement to Lesa Morgan as the education representative on the CareerSource Escarosa Board of Directors. Ms. Morgan has assumed the title of Director of High School Education and is no longer in the Workforce Education department.

Should there be a need for additional information, please do not hesitate to contact my office at (850) 469-6130.

Sincerely,

A handwritten signature in blue ink that reads "Malcolm Thomas".

Malcolm Thomas

**WORKFORCE ESCAROSA, INC.  
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): <input type="checkbox"/> Small Business (less than 500 employees) <input type="checkbox"/> Minority Owned
---

Name: Michelle L. Taylor, Ed.D. Title: Workforce Education Director

Business Name: The School District of Escambia County  
 Address: 30 E. Texar Drive Phone No.: 850-469-5304  
Pensacola FL 32503 FAX No.: 850-469-5640  
 E-Mail Address: mtaylor4@escambia.k12.fl.us  
 Cell Phone No.: 850-393-5021

Home Address: 20247 Erin Pond Rd. E.  
Seminole, AL 36574

**MEMBERSHIP DEMOGRAPHICS (for reporting purposes)**

<b>GENDER:</b>	<b>RACE:</b>	<b>VETERAN:</b>	<b>AGE:</b>	<b>DISABLED:</b>
<input type="checkbox"/> Male	<input type="checkbox"/> Black	<input type="checkbox"/> Yes	<input type="checkbox"/> < 55	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> White	<input checked="" type="checkbox"/> No	<input type="checkbox"/> 55 OR >	<input type="checkbox"/> No
	<input type="checkbox"/> Asian			
	<input type="checkbox"/> Hispanic			
	<input type="checkbox"/> Ameri. Indian			
	<input type="checkbox"/> Other			

Community Organization Memberships  
Escambia Administrators in Education, Trinity Presbyterian Church.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Board Memberships  
None  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.*

As the School District of Escambia County Superintendent's representative, I am interested in providing opportunities to secondary and postsecondary students in order to prepare them for careers that contribute to the community and enable them to earn a living wage. It is through workforce development that individuals lift themselves out of poverty or gain skills that improve their livelihoods. Economic development depends on a strong workforce to attract employers and meet labor market needs. It is an honor to be a part of the process and serve on the Escarosa, Inc. Board.

Does your company currently provide any service or products to Workforce Escarosa, Inc.? Yes \_\_\_\_\_  
 No

Please attach a copy of your resume' to this form

# Michelle L. Taylor

<b>Education</b>	2002 <i>University of West Florida</i> <b>Ed.D. Curriculum and Instruction</b> <b>Specialization: Education Management</b> <b>Dissertation: "Career Development Processes of Adolescents Attending a Technical High School"</b>
	2001 <i>University of West Florida</i> <b>Ed.S. Curriculum and Instruction</b> <b>Specialization: Educational Leadership</b>
	1992 <i>University of West Florida</i> <b>M.Ed. Vocational Education</b> <b>Major: Business Teacher Education</b>
	1982 <i>Ferris State University</i> <b>B.S. Business Administration</b>
<b>Certifications</b>	Florida Local Director of Vocational Education Certification Florida Educational Leadership Certification Professional Teaching Certification <i>Business Ed/Grades 6-12 &amp; Social Science/Grades 5-9</i>
<b>Experience</b>	July 2014-Present Escambia County School District Pensacola, FL 32503
<b>Workforce Education Director</b>	Provide administrative leadership in the development, implementation and evaluation of career and technical and adult education curricula, workforce development initiatives, and transition methodologies for students' articulation to post-secondary education / training and/or employment. Assist in developing guidelines for disseminating information relative to legislative and school-based mandates. Collect and disseminate data in format helpful to schools. Provide data essential to schools in developing school improvement initiatives. Assist principals in solving problems which involve the implementation of policies and guidelines. Serve as Superintendent's liaison to the business community to link workforce, economic, and community development.
	February 2001-2014 Escambia County School District Pensacola, FL 32503
<b>Workforce Education Specialist</b>	<b><u>Career and Technical Program Supervisor: Business/Information Technology Education, Marketing Education, and Diversified Career Technology.</u></b> <b><u>Duties:</u></b> Assess, plan, and implement teacher professional development; Disseminate curriculum frameworks; Assist in planning, development, implementation, and evaluation of curriculum; Develop end-of-course

assessments; Coordinate review and selection of new instructional materials and textbooks; Assess teacher resource needs; Manage Carl D. Perkins Federal Grant, Develop and administer Carl D. Perkins, CAPE, and other budgets; Purchase equipment and other resources for program areas; Facilitate articulation agreements with postsecondary institutions; Coordinate 25 DCT student worker positions; Coordinate collection, dissemination, and analysis of secondary data for Surveys 2, 3 and 5 for middle and high school Career and Technical Education; Coordinated postsecondary adult vocational and adult general education data for the Workforce Development Information System (WDIS) at the district-level; (2010-12).

**Committee Member:** Central Florida Assessment Collaborative (2013-present); Florida Standards District Planning committee; Pensacola State College IT Advisory Council (2009-2014), NGLC Steering Committee (2009-2012), ECSD Strategic Planning Committee (2003-2009), Administrative Inservice Committee (2001-2008).

**Assistant  
Director**

January 2005-June 2005

George Stone Vocational-Technical Center  
Escambia County School District  
Pensacola, FL 32503

**Duties:** Design, implement, and evaluate postsecondary vocational instructional programs in order to prepare students for the business/industrial world of work. Supervise and evaluate faculty and support staff. Provide professional development. Manage school budgets.

**Business  
Technology  
Teacher/  
Dept. Chair**

August 1993-February 2001

Wm. J. Woodham High School  
Pensacola, FL 32503

**Courses taught:** PC Support, Business Systems & Technology 1 and 2, Practical Computer Skills, and Word Processing.

**Sponsor:** Future Business Leaders of America (1993-2001), Sophomore Class (1993)

**Department Chairperson:** Lead eight Business Technology teachers (1997-present)

**Committee Chairperson:** Technology Committee (1994-2001), School Improvement Team (1996-97)

**Inservice Coordinuator:** Integration Inservice (1995-2001), Technology Inservice (1995-99)

**Committee Member:** UWF Vocational Education Advisory Committee (1999-2001), District Scheduling Committee (1999), KEGS & ITECH Integrated Teaching Teams (1993-2001), School Improvement Team (1994-97)

**Curriculum Writer:** Tech Prep lesson plan for vocational educators (1999)

**Business  
Technology  
Teacher**

March 1989-June 1993

Sid Nelson Middle/High School  
Cantonment, FL 32533

**Courses taught:** Computer Applications and Employability Skills

**Lead Teacher:** Provided leadership to a group of twelve teachers

**Committee Chairperson:** School Accountability and Improvement Team, Onward to Excellence Team, Achievement Awards Assembly Committee, Faculty Fund Committee, Yearbook Committee

**Committee Member: SACS Steering Committee, Prom Committee, Graduation Committee, Camping Trip Committee**

- Adjunct Professor**      **January-May 2005**      The University of West Florida  
Pensacola, FL 32514  
**Courses taught:** Curriculum & Staff Development for Career & Technical Education Programs, Administration & Supervision of Career & Technical Education Programs, Special Methods of Career & Technical Education, and Evaluation of Career & Technical Education Programs.
- Adjunct Professor**      **January-May 1989**      Pensacola Junior College  
Pensacola, FL 32504  
**Courses taught:** Typewriting I & II, Word Processing III, Business Law
- Student Teacher**      **September-November 1988**      Traverse City High School  
Traverse City, MI 49686  
**Courses taught:** Typing I, Record Keeping, Business Law
- Program Manager**      **June 1983-April 1984**      Grand Traverse Area Junior Achievement  
Traverse City, MI 49686  
**Duties:** Planned and implemented extracurricular business education programs for high school youth. Coordinated volunteers from community business and industry as youth sponsors.
- Sales Associate**      **January-December 1982**      Commercial Office Supply, Inc.  
Traverse City, MI 49686  
**Duties:** Sold office products and completed business forms to support sales.
- Sales/Conference Coordinator**      **March-October 1980**      Grand Traverse Hilton Resort  
Traverse City, MI 49686  
**Duties:** Planned and implemented services related to scheduled conferences and conventions.
- Placement Counselor**      **September 1976-February 1980**      Char-Em Intermediate Schools  
Youth Employment & Training Programs  
Charlevoix, MI 49720  
**Duties:** Recruited, assessed, placed, and monitored youth in community jobs for JTPA programs. Delivered employability skills training.
- Awards**
- Escambia Association of Career & Technical Education (EACTE) Educator of the Year (2003)
  - Phi Delta Kappa Outstanding Dissertation (2003)
  - Escambia County School District Teacher of the Year (2000)
  - Wm. J. Woodham High School Teacher of the Year (2000)
  - Escambia Vocational Association Outstanding Teacher (1999)
  - Sidney Nelson Middle/High School Teacher of the Year (1993)

**Competitive  
Grant Awards**

- Summer Youth Employment & Training Programs (2009, \$554,209)
- UWF Partnership Grant “Math Matters in Careers” (2007, \$1,400,000)
- SUCCEED Career Pathways, Florida DOE (2006, \$150,000)
- SUCCEED Career Pathways, Florida DOE (2007, \$150,000)
- Northwest Florida WIRED Grant (2006, \$200,000)
- Foundation for Excellence (1993, \$250)
- Foundation for Excellence (1991, \$250)

**Presentations**

Florida Association of Career & Technical Education State Conference, “*Math Matters in Careers: Video Gaming for Student Achievement*” (2008)

Florida Association of Career & Technical Education State Conference, “*Aligning CTE Assessment with FCAT Achievement*” (2006)

American Educational Research Association Annual Meeting, “*Career Development Processes of Adolescents Attending a Technical High School*” (2003)

Contextual Teaching & Learning Conference, “*What’s So Special About the Technical High School?*” The University of West Florida, (2002)

American Education Research Association Annual Meeting, “*Alternative Teacher Certification*” (2001)

The School District of Escambia County (Teacher Inservice), “*Revitalizing Business Technology Education*” (1998)

National Integration of Academic and Vocational Education Conference, “*A Sequential Integrated Curriculum at the Secondary Level Through Business Technology*” (1998)

Woodham High School Technology (Teacher Inservice), “*Microsoft PowerPoint*” (1996)

Florida Business Education Association Fall Conference, “*Integration—It’s All Relevant*” (1995)

**Professional  
Memberships**

- Escambia Association of Administrators in Education (2001-2008, President 2004/2005; Treasurer 2006/2007)
- Florida Association of Business Technology Education Supervisors (2001-present)
- Florida Business Technology Education Association (1989-present)
- Southern Business Education Association (1989-present)
- National Business Education Association (1989-present)
- Association for Career & Technical Education (1989-present)
- Florida Association for Career & Technical Education (1989-present)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10961**

**County Administrator's Report 10. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Schedule and Advertise a Public Hearing to Consider Adoption of the Atwood Redevelopment Plan

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Atwood Redevelopment Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising for a Public Hearing for Thursday, October 20, 2016 at 5:33 p.m., for consideration to adopt the Atwood Redevelopment Plan, as requested by the Community Redevelopment Agency.

**BACKGROUND:**

On May 21, 2015, the Escambia County Board of County Commissioners adopted a Resolution (R2015-64) creating the Atwood Redevelopment District.

On September 22, 2016, at 9:00 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing for Thursday, October 20, 2016, at 5:33 p.m., to consider adoption of the Atwood Redevelopment Plan. A copy of the Plan is attached.

**BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Plan has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel is necessary or required to carry out this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Schedule a Public Hearing to consider adoption of the Atwood Redevelopment Plan is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Atwood area by conducting a series of four monthly public community meetings January 2016 thru April 2016. Upon adoption by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

---

**Attachments**

Atwood Redevelopment Plan Sept2016

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OAK TREES ON KLINGER STREET. CRA STAFF

---

# ATWOOD REDEVELOPMENT PLAN

Escambia County  
Community Redevelopment Agency  
Neighborhood & Human Services Department

Adopted [MONTH] 2016

**DRAFT**

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## CHAPTER 1: OVERVIEW

### PLAN CONTENT AND ORGANIZATION

The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as: slum or blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

On May 21, 2015, the Board of County Commissioners designated Atwood as a Redevelopment District finding that it was blighted and the area had a shortage of affordable homes for low- and moderate-income households. This designation was necessary in the interest of public health, safety, moral and welfare of the residents in order to eliminate, remedy and prevent conditions of blight. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the Atwood Redevelopment District and is written in compliance with Florida Statutes Part III, Chapter 163.

The Atwood Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County Community Redevelopment Agency and area residents and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the Atwood Redevelopment District. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Atwood. The stakeholder-driven planning process integrates several objectives: Enhance the physical environment; preserve residential character; support commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the District's core; improve the pedestrian environment; and overcome the obstacles to economic development.

To be useful as a long-term redevelopment guide, the Redevelopment Plan must be flexible to accommodate unanticipated changes and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities.

The Redevelopment Plan is a comprehensive resource for community leaders and stakeholders engaged in reshaping the social, economic, and physical form of Atwood. Future actions targeted in this area are anticipated to follow the recommendations of the Redevelopment Plan through continued discussions with residents, community stakeholders, and County agencies.

**CHAPTER 1: OVERVIEW**

This chapter consists of an overview of the plan content and organization, introduction and geographic context and a map of the Atwood District boundary.

**CHAPTER 2: INVENTORY & ANALYSIS**

This chapter presents a summary of existing conditions, including existing land uses, zoning districts, future land use designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results employs data generated by past studies from the Escambia County Community Redevelopment Agency, the Escambia County Property Appraiser GIS database, the 2010 U.S. Census, and University of West Florida’s Haas Center for Business Research and Economic Development.

**CHAPTER 3: CONCEPT PLAN**

The information generated from the inventory, analysis, and the public involvement phases is the foundation for the recommendations contained in Chapter 3. This chapter details action strategies based on established objectives, providing guidelines for sound development and redevelopment of properties in Atwood.

**CHAPTER 4: CAPITAL IMPROVEMENTS**

This chapter identifies projects that can be pursued in the short-term, mid-term, and long-term. It also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

**CHAPTER 5: PROJECT IMPLEMENTATION**

This chapter presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Atwood Redevelopment District.

**APPENDICES**

Five appendices conclude the Redevelopment Plan: A) Public Workshops documentation; B) Statutory Requirements; C) Tax Increment Financing; D) Resolution R2015-64 authorizing the Atwood Redevelopment District; and E) a map of the ECUA proposed Atwood Sewer Expansion Area.

## INTRODUCTION & GEOGRAPHIC CONTEXT

Atwood Redevelopment District represents one of multiple unincorporated districts of Escambia County and contains 11 platted neighborhoods, including: Atwood, Charter Oaks, Ferry Pass, Frichez Heights, Gregg Court, Kipling Oaks, Klinger, North Cross Village, Oakhurst, Pandora Place, and Skycrest. The 456-year-old city of Pensacola, around which Escambia County developed, is the closest urban entity to Atwood, and the westernmost city of the Florida Panhandle (Fig. 1.1), the location of a large U.S. naval air station, and a tourist destination for residents of Louisiana, Alabama, and Mississippi. Pensacola’s long and rich history as a trading center occupied by settlers under no fewer than five different flags since the 1550s and its unique white sand beaches have made the city today a popular destination for tourists, which the city capitalizes on by way of its numerous festivals year-round that draw visitors from all areas within Pensacola’s vicinity. Although not a particularly large economic draw, Pensacola’s visitors traveling east on I-10 and North on Davis Highway pass through Atwood on their way to Pensacola and Escambia County’s beaches.

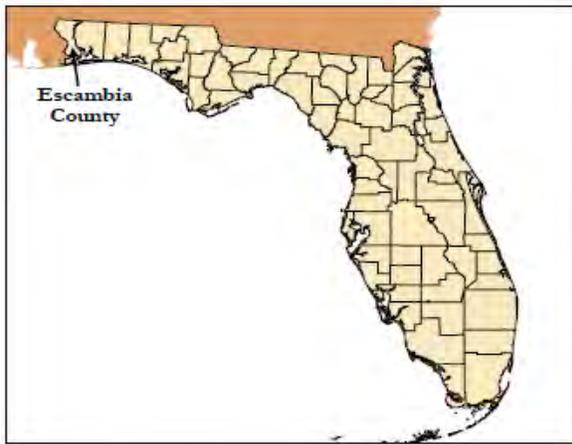


FIGURE 1.1: MAP SHOWING ESCAMBIA COUNTY’S LOCATION IN FLORIDA. ESCAMBIA COUNTY GIS

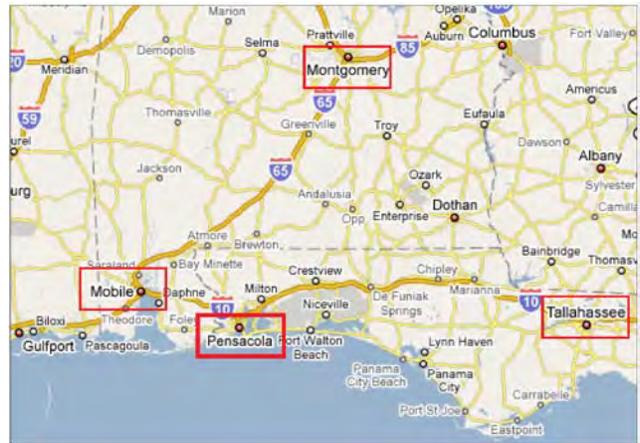


FIGURE 1.2 PENSACOLA’S REGIONAL CONTEXT. GOOGLE MAPS

The southern part of Escambia County is served by Interstate 10 and the Interstate 110 spur that leads south to downtown Pensacola. This metro area is 50 miles east of Mobile, Alabama, 200 miles west of Tallahassee, and 165 miles south of Montgomery, Alabama—the three largest cities in the vicinity of Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola Regional Airport.

As elsewhere in the Florida Panhandle, Escambia County’s overall growth in the postwar period has been significantly aided by tourism, even while naval and air force operations continue to support and define much of the character of the Panhandle coast. While the beaches and historic downtowns have prospered, many other areas, particularly in the unincorporated parts of the county, have started to face challenges in economic and residential growth. In 1995, Escambia County established a community redevelopment agency in order to provide direction for urban revitalization and future growth. Since then, a total of nine redevelopment districts were designated for unincorporated parts of the county, including Atwood. These redevelopment districts focus on historic urban residential and commercial centers in Escambia County.

### REDEVELOPMENT AREA BOUNDARY

The Atwood Redevelopment District (Fig. 1.3) is bounded by Olive Road and Johnson Ave to the north, Davis Highway and North Hilburn Road to the west, Interstate 10 to the south, and Caminiti Lane to the east. The total area comprises 617.47 acres and is composed of 11 neighborhoods.

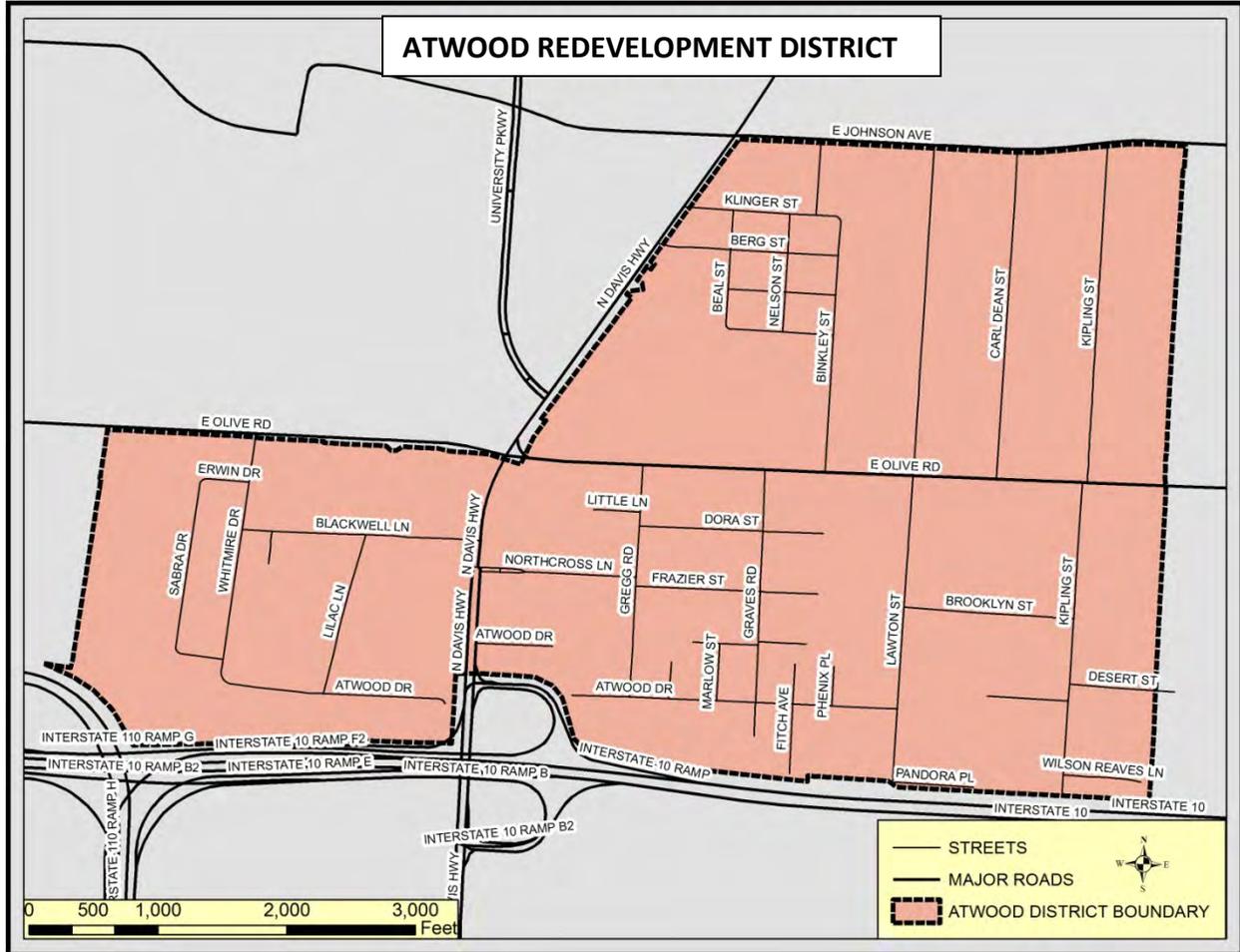


FIGURE 1.3: ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

Atwood is one of Escambia County's nine community redevelopment districts situated immediately north of Interstate 10. It is the first district accessed when entering Escambia County from the east on I-10. (Fig. 1.4.)

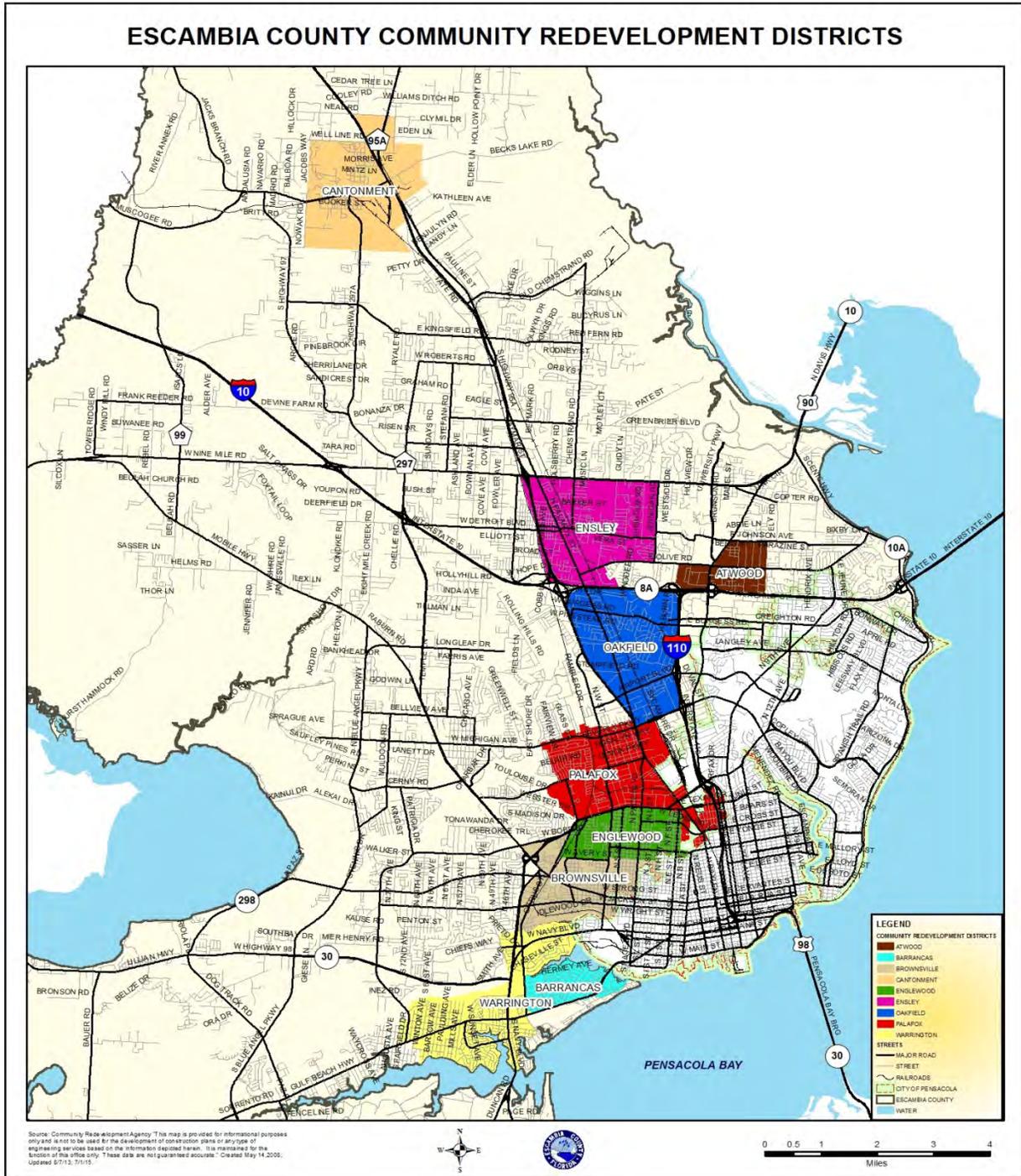


FIGURE 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT DISTRICTS. ESCAMBIA COUNTY GIS

## CHAPTER 2: INVENTORY AND ANALYSIS

### EXISTING LAND USE

The Atwood Redevelopment District is composed of 848 parcels across 617.47 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 65.81% of total land use), **Commercial** (approximately 17.22%), **Vacant** (approximately 7.65%), **Industrial** (approximately 0.92%), and **Institutional** (approximately 3.21%). Other land uses, such as: public properties and utilities comprise the remaining 5.19% of land uses identified in the Redevelopment District. A more detailed description of these land uses follows below.

Land Use Type	Acreage	Percent
Residential	406.46	65.81%
Single-Family Detached	309.97	50.20%
Single-Family Attached	12.09	1.96%
Multi-Family Residential	34.82	5.64%
Mobile Home Park	7.96	1.29%
Mobile Home	41.62	6.74%
Commercial	106.3	17.22%
Industrial	5.65	0.92%
Institutional	19.83	3.21%
Public	22.59	3.66%
Utilities	9.42	1.53%
Vacant/Undeveloped	47.22	7.65%
<b>Total</b>	<b>617.14</b>	<b>100%</b>

TABLE 2.1: EXISTING LAND USES IN THE REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

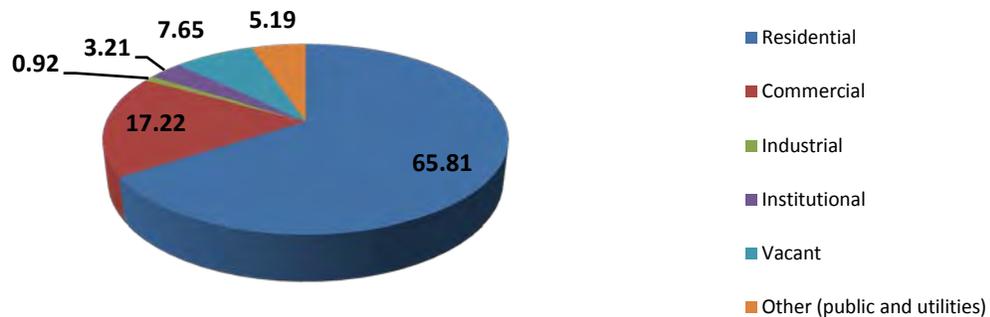


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

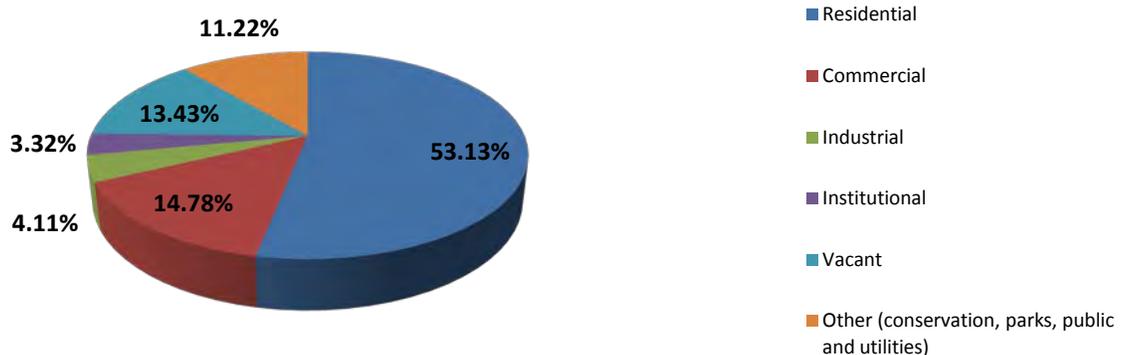


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENTAGE OF TOTAL ACRES. ESCAMBIA COUNTY GIS

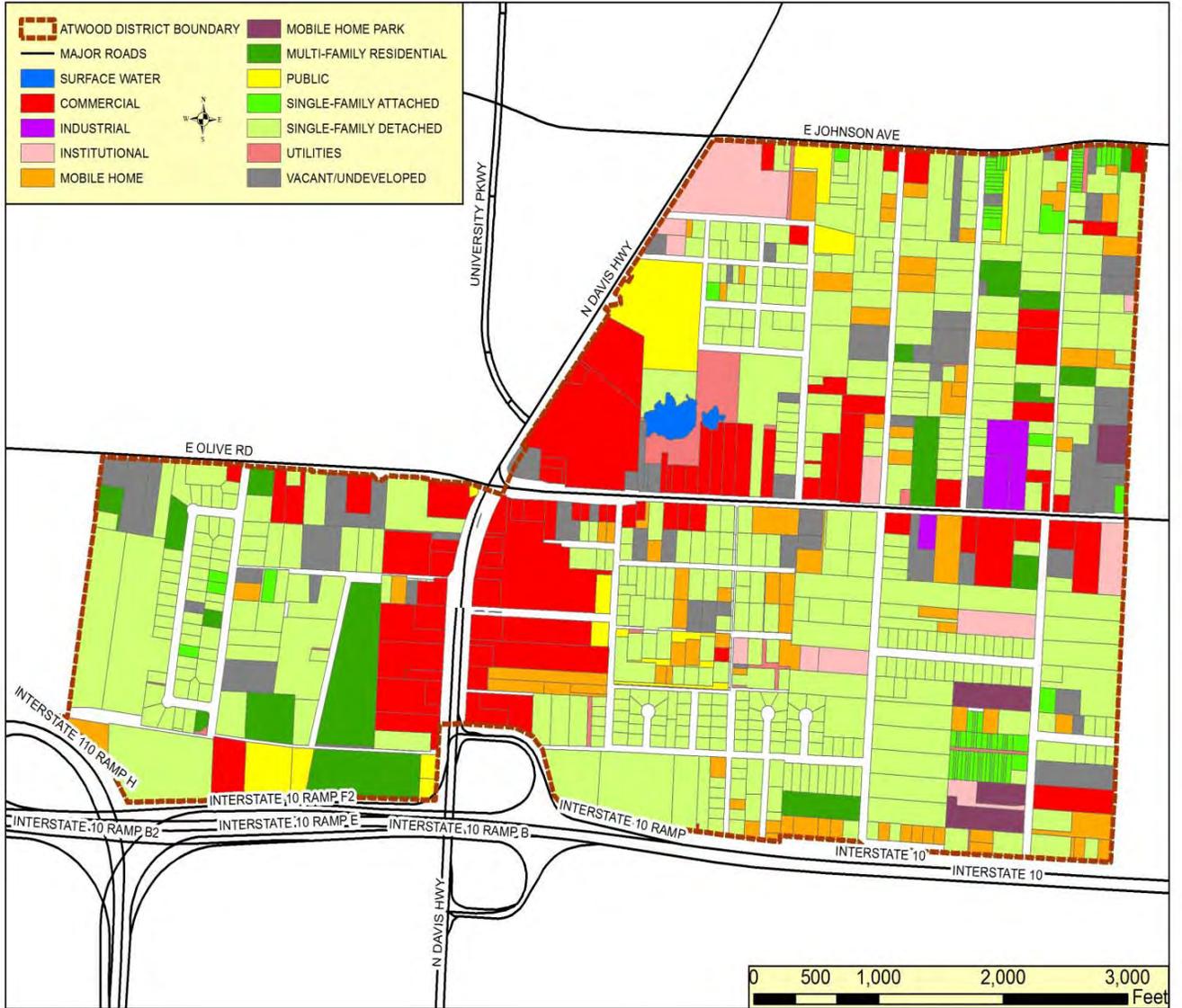


FIGURE 2.3: EXISTING LAND USE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

## RESIDENTIAL

Of the 406.46 acres of residential land, single-family homes account for 322.06 acres, or 52.16% of the total residential acreage of the Redevelopment District. Single-family residential uses account for a total of 549 parcels, or 64.74% of the total number of parcels in the Redevelopment District. This is by far the most dominant land use type in the Redevelopment District. Comprising 41.62 acres (6.74% of the district), mobile homes on individual parcels are the second most common residential use in Atwood.

At a much smaller fraction of residential land use are the other residential types – multi-family (32.82 acres over 19 parcels) and mobile home parks (7.96 acres over 4 parcels). Their combined share of acreage is approximately 6.93% of the residential acreage of the Redevelopment District.



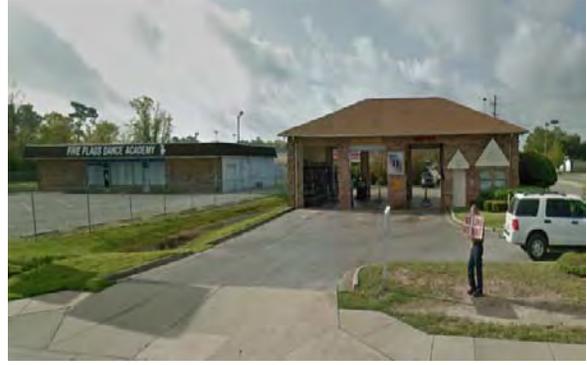
RESIDENTIAL HOMES, ATWOOD REDEVELOPMENT DISTRICT. CRA STAFF

## COMMERCIAL

The second-largest land use contingent occupies 106.3 acres, or 17.22% of the total Redevelopment District acreage, covering 83 parcels. These uses are located primarily along the commercially-oriented East Olive Road and North Davis Highway corridors. Smaller concentrations of commercial uses are also found along Kipling Street.

Atwood's two major commercial corridors (East Olive Road and North Davis Highway) are vibrant and well-travelled. Big Box stores are highly-visible and anchor local shopping centers. Unique local restaurants, shops and services round out the commercial offerings along the corridors. Kipling Street also is a mixed-commercial corridor of small businesses and residential uses.

In Atwood, commercial uses are generally stable with many local businesses remaining in place for generations. Atwood's geographic location north of Pensacola serves both the suburban clientele of those who consider themselves living in 'North Pensacola' as well as the more rural residents who live in Gonzalez, Cantonment, Quintette and Molino. Escambia County's rural residents are likely to shop in Atwood as it is the northern most commercial area in the county and it is more convenient for those living in north Escambia to travel to Atwood rather than driving further south into Pensacola.



COMMERCIAL USES, ATWOOD CRD. GOOGLE MAPS

### VACANT USES

As a testament to the redevelopment potential of the area, Atwood’s third largest land use category is vacant or undeveloped land. Approximately 7.65% of the redevelopment area consisting of 47.22 acres across 68 parcels is undeveloped. In Atwood, most of the vacant properties are smaller in size and scattered throughout the Redevelopment District.

Vacant structures and abandoned lots are strong indicators of economic distress and lead to deterioration of the physical environment and are detrimental to the investment image of the community. The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Vacant parcels of considerable size can be assembled to support significant adaptive reuse of underutilized and deteriorating buildings.



Vacant Properties, ATWOOD DISTRICT. GOOGLE MAPS

### PUBLIC USES AND UTILITIES

The fourth largest use in the Redevelopment District is public uses and utilities. Public uses in Atwood, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as schools and stormwater detention areas. Public uses consist of 14 parcels, spanning 22.59 acres, representing 3.66% of the Redevelopment District.

### FUTURE LAND USE & COMPREHENSIVE PLAN

The Escambia County Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the County. It also corresponds with the County’s future land use map (Fig. 2.4) that identifies all of the Atwood Redevelopment District as a candidate for mixed-use urban redevelopment.

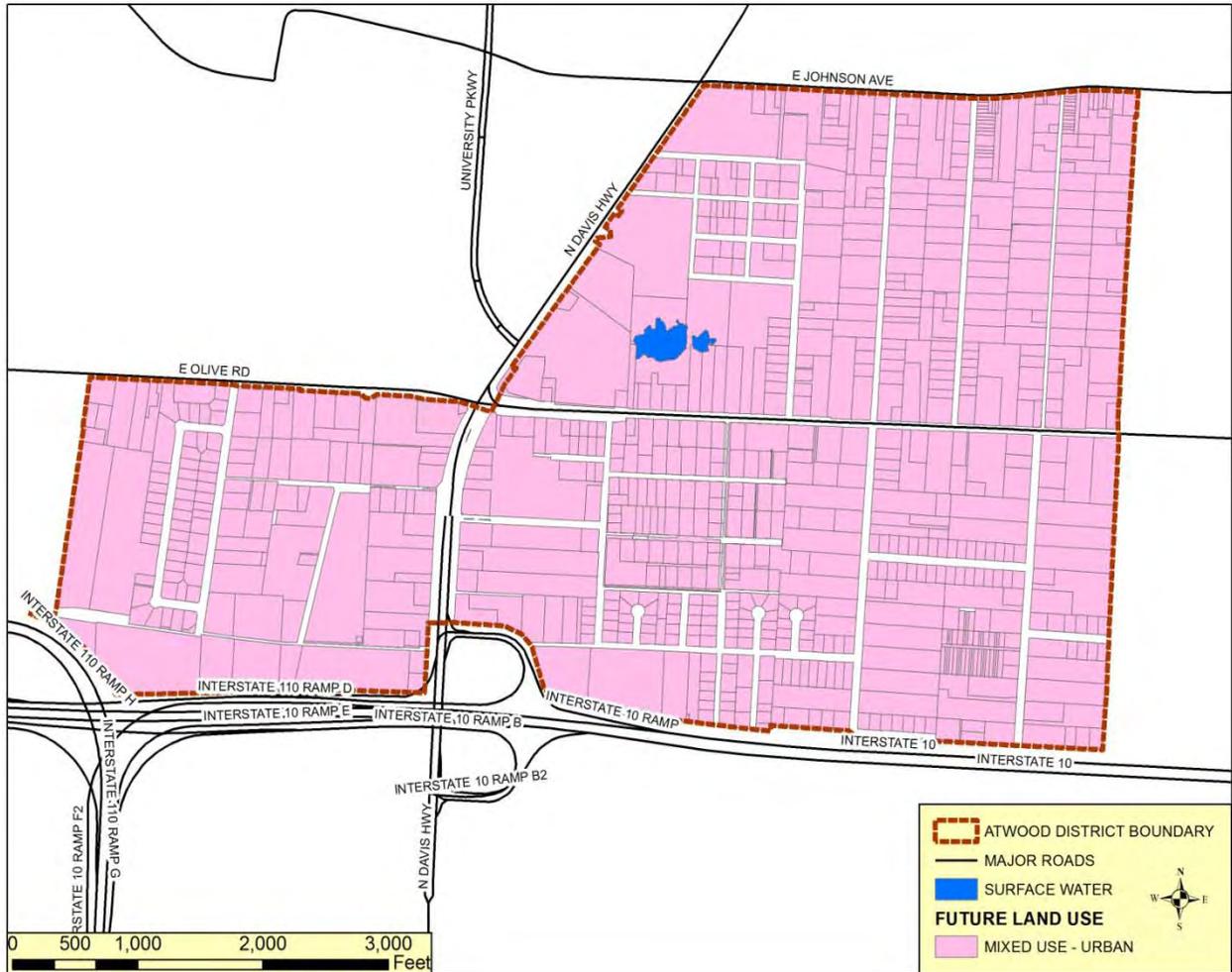


FIGURE 2.4: FUTURE LAND USE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

The following sections are excerpts from the Goals, Policies and Objectives of the Escambia County Comprehensive Plan. These goals, policies and objectives have a direct impact on the Atwood Redevelopment District and are included below:

## **Chapter 7: Future Land Use (FLU) Element**

### **GOAL FLU 1 FUTURE DEVELOPMENT PATTERN**

Escambia County will implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

#### **OBJECTIVE FLU 1.1 Growth Strategies**

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

#### **OBJECTIVE FLU 1.3 Future Land Use Map (FLUM) 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.

**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 in the Atwood Redevelopment District are listed below:

##### *FLUM Mixed-Use Urban (MU-U)*

**General Description:** Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

**Range of Allowable Uses:** Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

**Standards:** Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), and Maximum Intensity: 2.0 FAR. Escambia County intends to achieve the following mix of land uses for new development within a ¼ of mile arterial roadways or transit corridors by 2030: Residential – 8% to 25%, Public/Rec./Inst. – 5% to 20%, Non-Residential: Retail/Service – 30% to 50%, Office – 25% to 50%, and Light Industrial – 5% to 10%. In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: Residential – 70% to 85%, Public/Rec/Inst.– 10% to 25%, and Non-Residential – 5% to 10%.

#### **OBJECTIVE FLU 1.4 Protect Existing Communities**

Escambia County will protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

**POLICY FLU 1.4.1 Nonconformity** Escambia County will prohibit the expansion of nonconforming land uses or structures within the County. The LDC will restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

**POLICY FLU 1.4.2 Code Enforcement** Escambia County will conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations.

OBJECTIVE FLU 1.5 Sustainable Development

Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land patterns.

**GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

Escambia County will promote urban strategies for compact development, the efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies will include infill development, mixed-use development and coordinated land use and transportation planning.

OBJECTIVE FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICY FLU 2.1.1 Infrastructure Capacities Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

POLICY FLU 2.1.2 Compact Development To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and Mixed-Use Suburban (MU-S) future land use categories.

OBJECTIVE FLU 2.3 Infill Development

Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

POLICY FLU 2.3.1 Area Designation All Community Redevelopment Areas as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Florida Statutes.

POLICY FLU 2.3.2 Community Redevelopment Areas Escambia County will use its fiscal resources to encourage infill residential, commercial and public development, particularly in the Community Redevelopment Areas.

OBJECTIVE FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the Community Redevelopment Strategy, as may be updated from time to time.

POLICY FLU 2.4.1 Strategy The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.

POLICY FLU 2.4.2 Block Grants Escambia County will direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) will be met.

## **Chapter 8: Mobility Element**

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

### **GOAL MOB 1 TRANSPORTATION**

Escambia County will provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

#### **OBJECTIVE MOB 1.1 Transportation System**

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICY MOB 1.1.3 Non-motorized Transportation All new public road construction projects in urban areas or community redevelopment areas shall accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

POLICY MOB 1.1.11 Required Bicycle and Pedestrian Facilities Escambia County will encourage through private/public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the "Transportation Alternative" Plan) to provide connectivity and utility for existing sidewalks in the vicinity of the development.

POLICY MOB 1.1.12 Coordination with School District and Sidewalk Planning Participation Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities. Escambia County will also seek public input from citizens, the Escambia County School District, and the development community regarding sidewalk needs and priorities.

OBJECTIVE MOB 1.2 Transportation and Land Use

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

POLICY MOB 1.2.2 Non-motorized Transportation Facilities Escambia County will provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

**GOAL MOB 2 TRANSIT**

Escambia County will encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, and environmentally sound and promotes economic opportunity and energy conservation.

OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT’s operating ratio.

POLICY MOB 2.2.1 Route Modernization ECAT shall modernize service from the existing radial route system into a modified grid system to improve efficiency.

POLICY MOB 2.2.2 Service Area Adjustments ECAT will realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower use areas in order to provide more efficient service to more riders at comparable cost.

**Chapter 9: Housing Element**

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

GOAL HOU 1 Provision of Housing

Escambia County will provide safe, sanitary and affordable housing for the current and future residents of the County.

OBJECTIVE HOU 1.1 Housing Delivery Process

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.

POLICY HOU 1.1.1 Residential Areas The Escambia County Future Land Use Map FLUM and Zoning maps will identify areas suitable for residential development and/or redevelopment.

OBJECTIVE HOU 1.2 Affordable Housing

Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.

POLICY HOU 1.2.1 Definition Escambia County shall define affordable housing as housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the amount that represents the percentage of the median adjusted gross annual income for the households in Florida Statutes as amended.

POLICY HOU 1.2.2 Location Escambia County will allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

POLICY HOU 1.2.3 Development Types Escambia County will promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

POLICY HOU 1.2.4 Mobile or Manufactured Home Location Escambia County will encourage the use of modular homes, mobile, and/or manufactured as a type of housing as defined by Florida Statutes within the appropriate zoning and FLU categories.

OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

OBJECTIVE HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICY HOU 1.5.1 Grants Escambia County will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

POLICY HOU 1.5.2 County Policy Escambia County will utilize its "Relocation Policy" that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJECTIVE HOU 1.6 Housing Programs

Continue implementation of critical housing programs. Implementation will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit, and technical assistance providers.

POLICY HOU 1.6.1 Program Information Escambia County will continue its housing outreach program to assure dissemination of housing information.

POLICY HOU 1.6.2 Non-discrimination Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County’s population.

POLICY HOU 1.6.3 Low-Interest Mortgage Loans Escambia County will cooperate with appropriate local, state and federal agencies to facilitate bond-backed low- interest mortgage loans for homes purchase by qualified individuals or families.

POLICY HOU 1.6.4 Housing Finance Authority Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

POLICY HOU 1.6.5 State and Federal Assistance Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.

POLICY HOU 1.6.6 Neighborhood Enterprise Division (NED) Escambia County will provide affordable homeownership opportunities and home repair assistance opportunities for moderate, low, and very low income homebuyers and homeowners.

POLICY HOU 1.6.7 SHIP Fund Initiatives Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida Statutes.

**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.

**GOAL INF 1 WASTEWATER**

Escambia County shall ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

**OBJECTIVE INF 1.1 Provision of Wastewater Service**

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 1.1.1 Service Agreements Wastewater service shall be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and the ECUA, the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

POLICY INF 1.1.2 Provider Consistency with Plan Escambia County will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan. Sewer availability will also be defined in Florida Statutes.

POLICY INF 1.1.4 Required Septic Tank Retirement Escambia County will, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e., septic tank) users to connect to an available central sewer system within the times prescribed Florida Statutes.

POLICY INF 1.1.5 Coordination on System Expansions Escambia County shall coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

### GOAL INF 3 STORMWATER MANAGEMENT

Escambia County will ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

#### OBJECTIVE INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 3.1.2 County System Improvements Escambia County shall continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

## **Chapter 13 Recreation and Open Space Element**

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces and waterways.

### LAND DEVELOPMENT REGULATIONS

Atwood’s land is divided into five zoning categories. Two primary zoning categories represented in the Atwood Redevelopment District are residential and Commercial. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential (HDMU, HDR, and MDR) occupying 66.99% of the total acreage and commercial (Commercial and HC/LI) occupying 33.01% (Table 2.2). Atwood’s zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	Percent
HDMU	298.62	48.35%
HDR	28.14	4.56%
MDR	86.98	14.08%
Commercial	201.79	32.67%
HC/LI	2.1	0.34%
<b>Total</b>	<b>617.63</b>	<b>100%</b>

TABLE 2.2: DISTRIBUTION OF ZONING CATEGORIES. ESCAMBIA COUNTY GIS

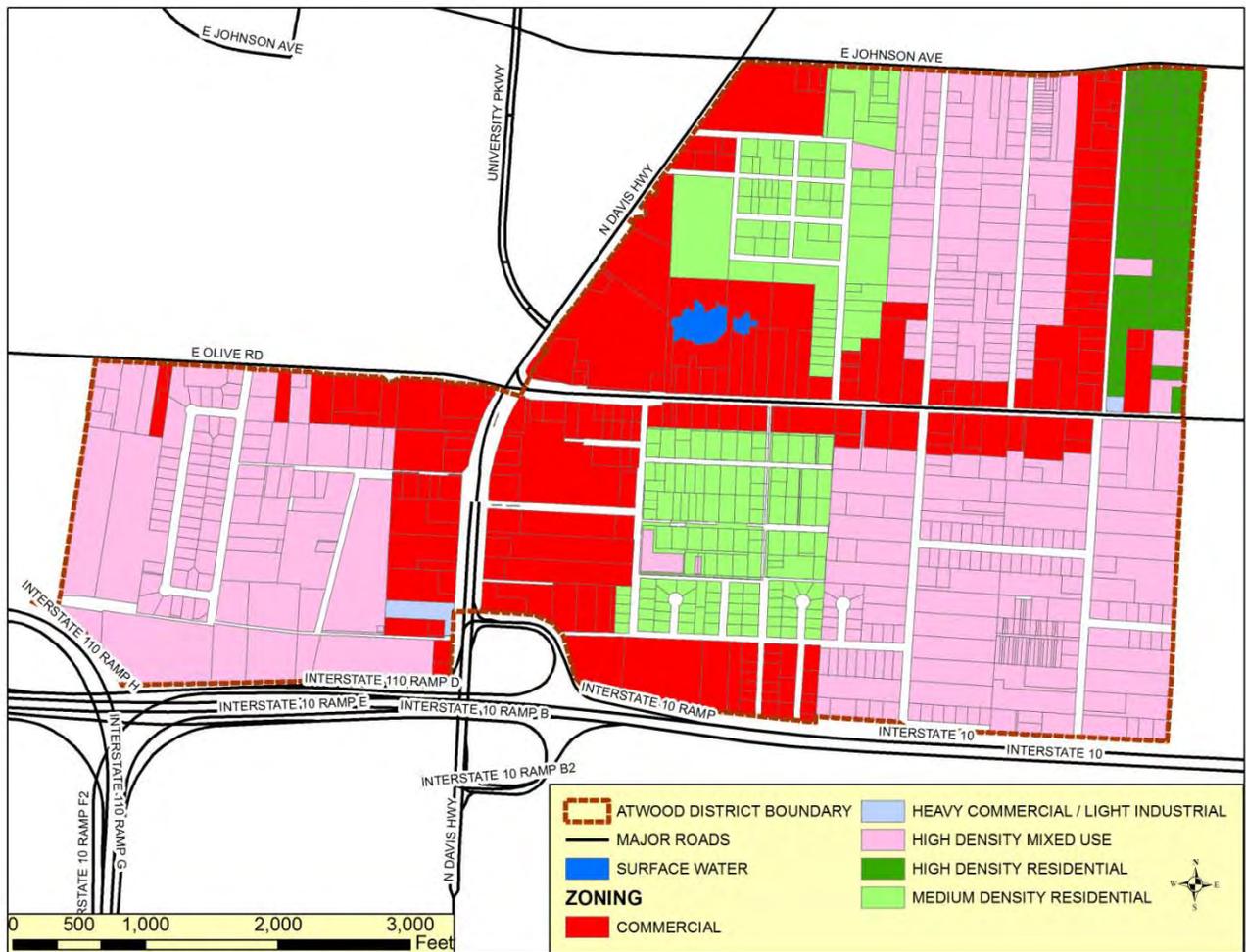


FIGURE 2.5: ZONING CATEGORIES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

**High Density Mixed-Use district (HDMU):** The High Density Mixed-use district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

**High Density Residential district (HDR):** The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

**Medium Density Residential district (MDR):** The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

**Commercial district (Com):** The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

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

### PARCEL SIZE

The size of parcels (Fig. 2.6) has a significant impact on redevelopment potential for any proposed project. Typically, older subdivision plats and commercial properties may be too small for redevelopment and may exhibit non-conformance with current zoning codes.

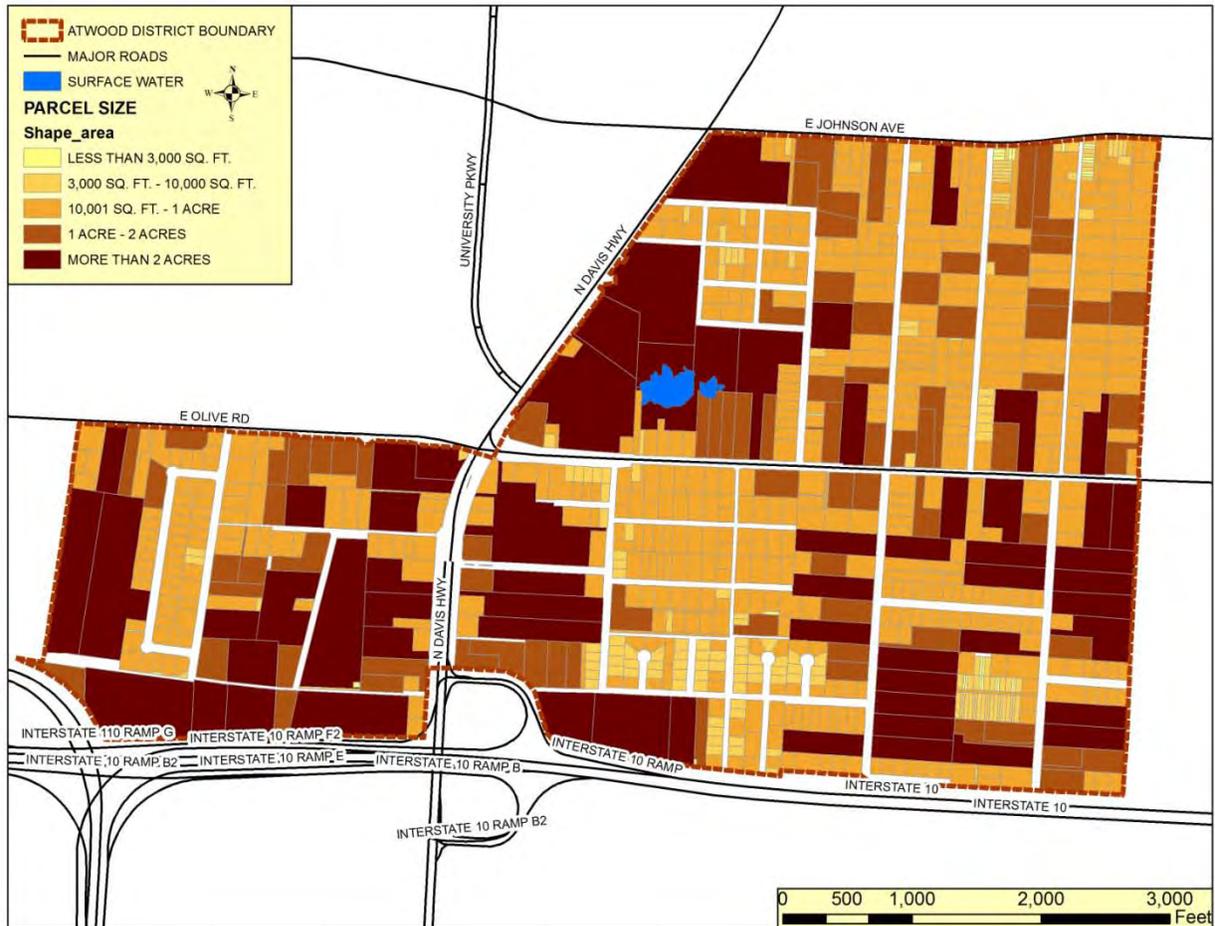


FIGURE 2.6: PARCEL SIZE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority (58.48%) of parcels in Atwood are between 10,000 square feet to 1 acre (43,560 square feet) in size. The next most common parcel sizes in Atwood are lots that are between 3,000 to 9,000 square feet – representing nearly 18.20% of the Redevelopment District.

Parcel Size	Count	Percent
< 3,000 square feet	39	4.44%
3,000 – 9,999 square feet	160	18.20%
10,000 square feet – 1 acre	514	58.48%
1-2 acres	106	11.95%
> 2 acres	61	6.94%
<b>Total</b>	<b>879</b>	<b>100</b>

TABLE 2.3: DISTRIBUTION OF PARCEL SIZE. ESCAMBIA COUNTY GIS

## HOUSING CONDITION

Housing conditions in the Redevelopment District are mostly dilapidated and poor. The distribution of substandard housing is clustered throughout the Redevelopment District (Fig. 2.7), while the neighborhoods of Ferry Pass and Oakhurst contain a relatively higher concentration of poor quality housing compared to the rest of Atwood.

CRA staff conducted a neighborhood housing survey throughout the Atwood Redevelopment District. Houses were evaluated based upon the following established conditions criteria:

1. **Excellent condition** – None or very minor repair required.
2. **Good condition** – Possibly requiring paint. There may be evidence of aging. No structural repair necessary.
3. **Fair condition** – Repair or rehabilitation is required. Shingles may be curling. There may be evidence of the need for energy improvements. Roofing may be required as well.
4. **Poor condition** – Obvious structural damage exists. The Entire structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.
5. **Dilapidated condition** – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 777 houses in Atwood, over 48.2% are in either poor or dilapidated condition and 51.7% is in fair condition.

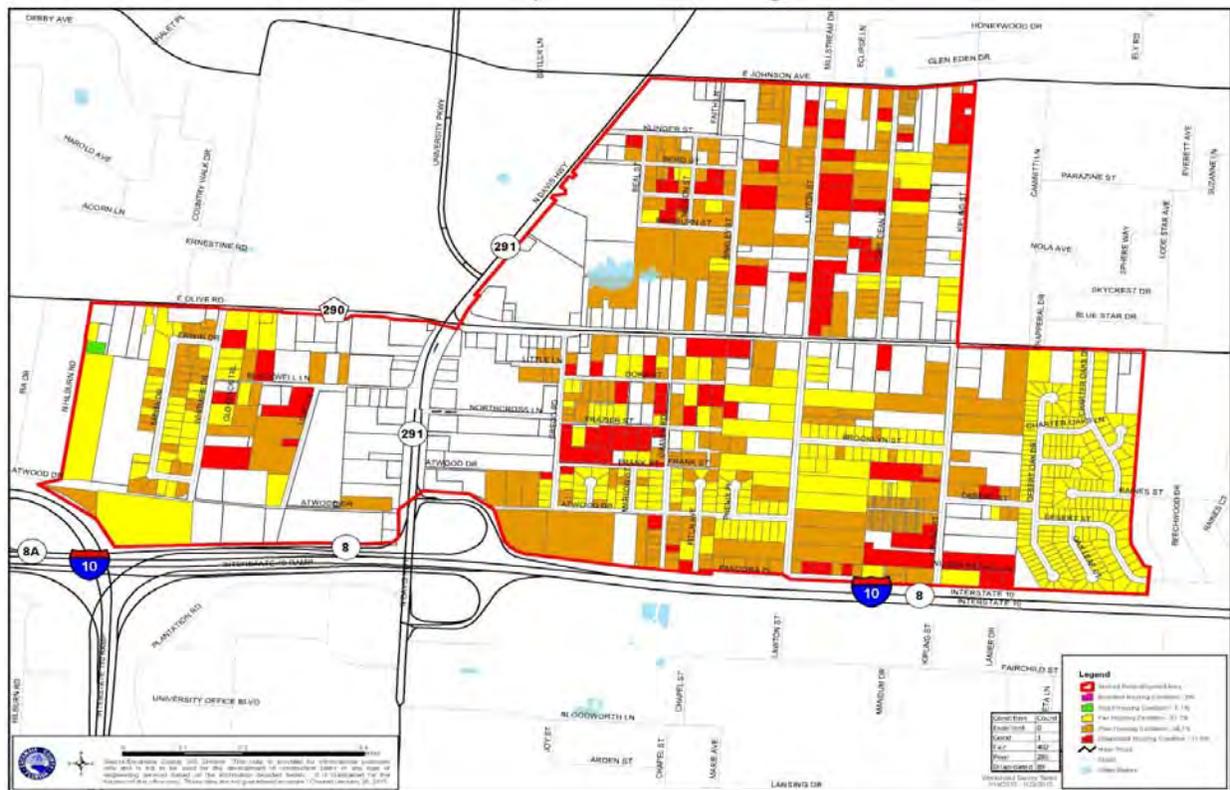


FIGURE 2.7: HOUSING CONDITIONS IN THE ATWOOD REDEVELOPMENTDISTRICT. ESCAMBIA COUNTY GIS

## TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through Atwood’s commercial corridors is logical and efficiently planned. Davis Highway intersects Olive Road and E Johnson Ave as grade-separated interchanges that keeps the north-south flow of traffic unhindered. E. Johnson Avenue and E. Olive Road provide the primary east-west access through the residential and lesser commercial areas of the redevelopment area.

Atwood has a traditional city-like street grid with a traditional interconnected street layout that connects to neighboring residential areas.

Olive Road East is a Roadway Reconstruction and Drainage project located east of Davis Highway. 2.3 miles of roadway reconstruction will be completed from Davis Highway to Johnson Avenue. Construction will include a two-lane curb and gutter with a center continuous left-turn lane; bike paths; sidewalks; re-alignment of Johnson Avenue with Harbour Square Drive and a complete overhaul of the drainage system, including two stormwater ponds and other safety improvements will be incorporated into the project. This project will be constructed in two phases. Construction of Phase one is currently underway and is estimated to be completed by April 2017. Phase two is construction is anticipated to start in 2017.

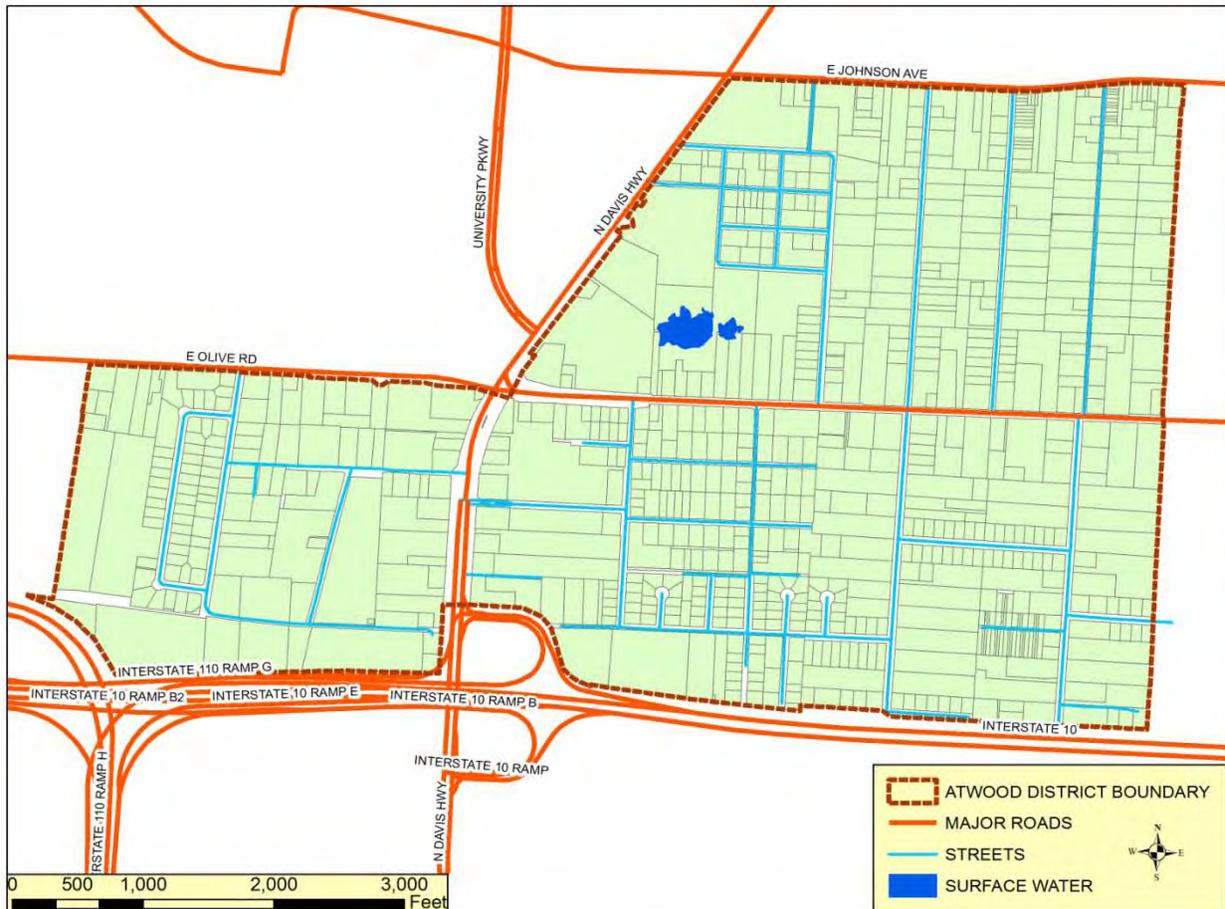


FIGURE 2.8: VEHICULAR CIRCULATION IN THE ATWOOD REDEVELOPMENT DISTRICT ESCAMBIA COUNTY GIS

**PEDESTRIAN CIRCULATION**

Pedestrian circulation in Atwood is deficient. Atwood does not have an interconnected sidewalk network throughout the District. Sidewalks are only located along the commercial corridor on N Davis Highway and extends a few feet east & west on E Olive Rd where the two intersect.

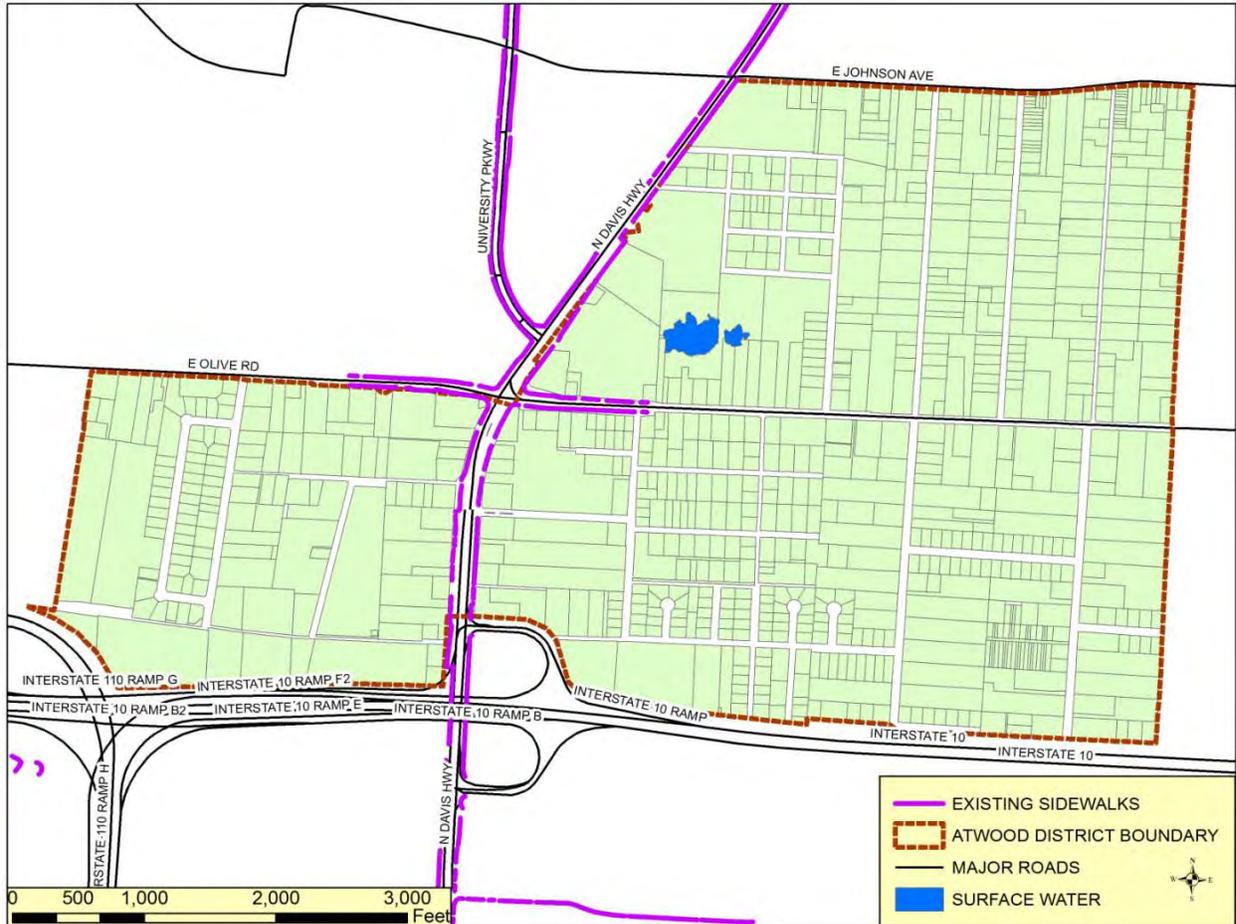


FIGURE 2.9: SIDEWALKS IN ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

The Olive Road East Roadway Reconstruction and Drainage will include bike lanes and sidewalks on E Olive Rd throughout the length of this heavily-travelled corridor from Davis Highway to E. Johnson Ave in the Redevelopment District.

With the funded and planned improvements in the Atwood Redevelopment District, pedestrian circulation will be vastly improved throughout the district. See concept map with proposed sidewalks Fig 3.1.



**SEWER EXPANSION**

To ensure that sewer is available to all neighborhoods within the Atwood Redevelopment District, the sewer system will be expanded to the south side of Olive Rd. (see figure 2.11). The expansion will be completed in two phases. Phase one is the Atwood East Expansion and Phase two is the Whitmore Expansion.

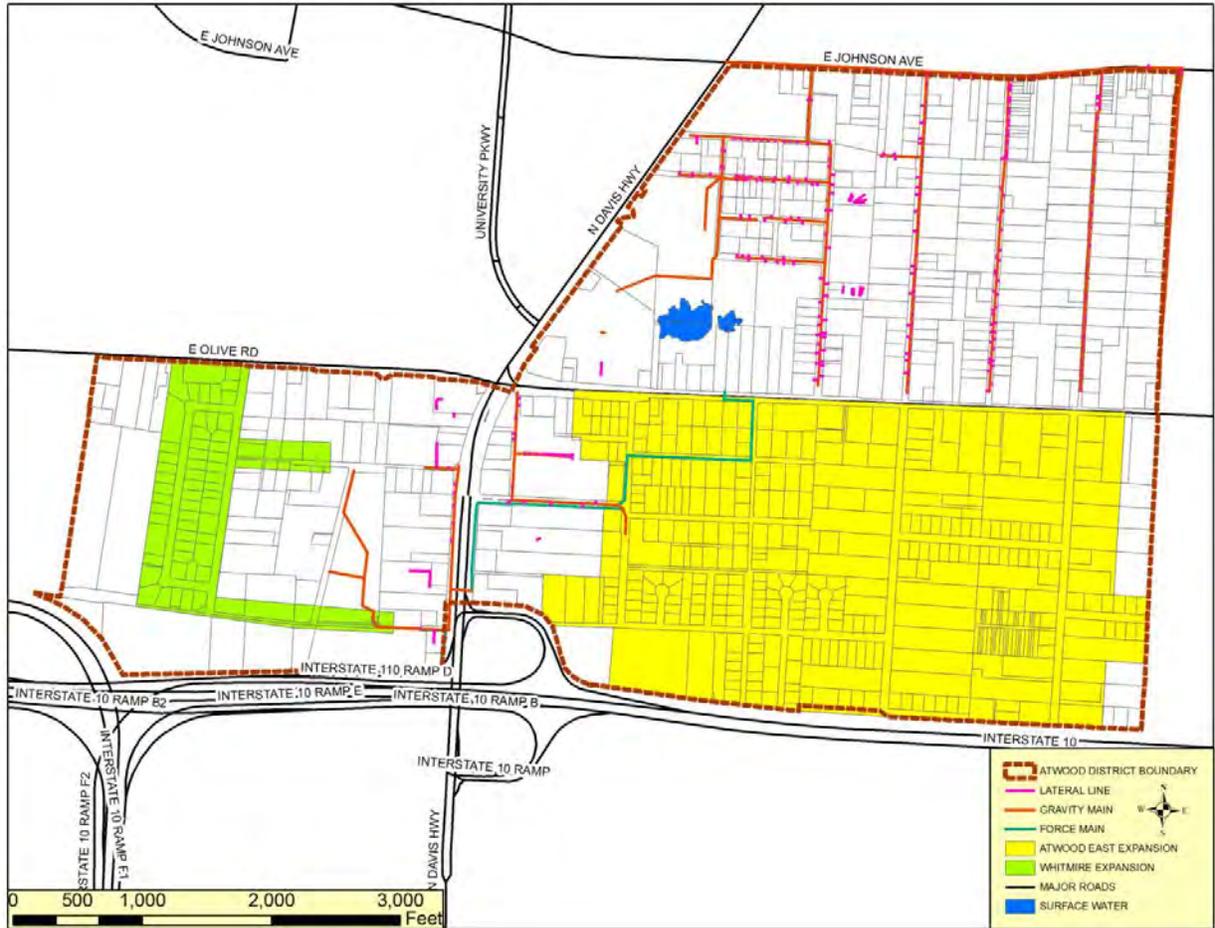


FIGURE 2.11: SEWER LINES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

## DEMOGRAPHICS

This section uses data provided by Nielsen Site Reports as compiled by the Haas Center of University of West Florida to discuss the demographic, housing and economic conditions in the Atwood Redevelopment District and compare them to the same conditions across the whole of Escambia County.

### POPULATION

Atwood’s population has been very stable over the past fifteen years and is expected to remain so in the near future. The 2000 Census identified 2,362 residents and 2,939 residents in 2010. Estimated population in 2015 was 3,136. Projected population in 2020 is 3,363. Population in the Redevelopment District increased 24.40% from 2000-2010 and increased 6.72% from 2010-2015. Atwood is expected to grow 7.24% from 2015-2020.

As reflected in Table 2.4 below, the Atwood Redevelopment District is growing at a much faster pace than the county as a whole. In the period from 2000-2010, Atwood Redevelopment District grew 6.72%. Population grew slower in Escambia County from 2010-2015 with a growth rate of 3.03%. Projected growth rate of the county as a whole is expected to pick up to 4.49% from 2015-2020.

POPULATION Location	2010	2015	% change from 2010	2020 (estimated)	% change from 2014
Atwood CRD	2,939	3,136	6.72%	3,363	7.24%
Escambia County	297,619	306,630	3.03%	320,397	4.49%

TABLE 2.4 POPULATION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

### HOUSEHOLDS

Household data (Tables 2.5 and 2.6) are important indicators of housing demand, household characteristics, and market potential in a community. The 2010-2015 percent increase of households in Atwood (5.97%) is more than the rate in household growth in Escambia County (3.42%). Despite this difference, the percentage of home owners living in their homes is nearly similar when comparing Atwood to the county as a whole.

HOUSEHOLDS Location	2010	2015	% change from 2010	2020(estimated)	% change from 2015
Atwood CRD	1,294	1,371	5.97%	1,465	6.88%
Escambia County	116,238	120,219	3.42%	125,949	4.77%

TABLE 2.5 HOUSEHOLDS. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOME OWNERSHIP RATE IN 2015	Atwood	Escambia County
% Owner-occupied	51.62%	64.78%
% Renter-occupied	48.80%	35.22%

TABLE 2.6 HOME OWNERSHIP RATES. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area’s economic strength. Atwood’s median household income in 2015 was \$36,501. Escambia County’s median income in 2015 was \$43,533. The discrepancy in Atwood’s median income is \$7,032 or 16.15% less than the County’s median income.

**ETHNIC COMPOSITION**

Compared to Escambia County as a whole, the Atwood Redevelopment District has a higher concentration of white citizens. (Table 2.7). Atwood’s ethnic composition is 70.38% white and 18.27% Black or African American with other listed races combined only make-up 11.35%.

ETHNIC COMPOSITION	ATWOOD CRD	ESCAMBIA COUNTY
White	70.38%	57.56%
Black or African American	18.27%	5.97%
Amer. Indian or Alaska Native	1.18%	1.70%
Asian	2.14%	1.13%
Native Hawaiian and other Pacific Islander	.06%	0.21%
Some other race	3.79%	23.24%
Two or more races	4.18%	10.19%

TABLE 2.7: ETHNIC COMPOSITION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

**AGE**

Age breakdowns are comparatively similar in Atwood and Escambia County as a whole (Table 2.8). In the Atwood Redevelopment District, 74.68% of the population is over 18 years of age while countywide the percentage is 78.4%. Comparison of the elderly population is nearly equal. Although slight, the greatest age comparison difference is in children in Atwood. Atwood has about 1.6% more young children and 2.1% more school-aged children than the county as a whole.

AGE	ATWOOD CRD	ESCAMBIA COUNTY
0-4	6.89%	6.23%
5-17	15.08%	15.36%
18-64	63.72%	62.75%
65+	14.32%	15.67%
Over 18	78.03%	78.41%

TABLE 2.8: AGE. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## EMPLOYMENT

The total working-age population of Atwood in 2015 was estimated at 4,504, of those 2,595 are employed. In 2015, unemployment rate in Atwood was 7.86%. 37.04% of the working age population of Atwood is not in the labor force. Among Atwood residents (Table 2.9), the highest percentages are employed people who work in food preparation/serving (18.84%) and office/administration support (18.23%).

EMPLOYMENT	ATWOOD CRD	ESCAMBIA COUNTY
Architect/Engineer	1.73%	1.30%
Arts/Entertain/Sports	0.08%	1.66%
Building Grounds Maintenance	3.43%	5.12%
Business/Financial Operations	1.35%	3.33%
Community/Social Services	1.39%	1.65%
Computer/Mathematical	1.12%	1.27%
Construction/Extraction	4.78%	5.02%
Education/Training/Library	4.35%	5.43%
Farm/Fish/Forestry	0.23%	0.43%
Food Prep/Serving	18.84%	8.52%
Health Practitioner/Tech.	8.79%	7.60%
Healthcare Support	5.51%	2.78%
Maintenance Repair	4.59%	3.61%
Legal	0.54%	0.97%
Life/Phys/Social Science	1.35%	0.57%
Management	3.47%	8.28%
Office/Admin. Support	18.23%	15.84%
Production	0.81%	3.40%
Protective Services	1.31%	2.15%
Sales/Related	7.90%	11.82%
Personal Care/Service	5.47%	3.33%
Transportation/Moving	4.70%	5.90%

TABLE 2.9: EMPLOYMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## EDUCATION

Economic conditions in a community are often analyzed through indicators such as per capita income, median and average household incomes, employment rate, educational attainment, labor force participation, and poverty rate, but there may be correlations as well between income performance and educational attainment.

As shown in Table 2.10, in 2015, it is estimated that 30% of Atwood residents have received their high school diploma, while an additional 28% have attended college (with nearly 13% of the population attaining a Bachelor's Degree). In contrast, 14% of the Redevelopment Area adults have not completed high school.

In comparison with Atwood to the county as a whole, the difference isn't dramatic – with slightly lower educational attainment in Atwood. However, Atwood does lead the county with the percentage of adults who have a high school diploma and have attended college.

EDUCATIONAL ATTAINMENT	ATWOOD CRD (population 25+ in 2015)	ESCAMBIA COUNTY (population 25+ in 2015)
Less than 9 <sup>th</sup> grade	6.56%	4.03%
Some High School, no diploma	7.86%	8.81%
High School Graduate (or GED)	30.05%	29.00%
Some College, no degree	27.97%	24.49%
Associate Degree	9.58%	10.40%
Bachelor's Degree	12.62%	14.77%
Master's Degree	4.79%	6.33%
Professional School Degree	0.26%	1.32%
Doctorate Degree	0.34%	0.85%

TABLE 2.10: EDUCATIONAL ATTAINMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## INCOME

In 2015, residents of Atwood on average earned 25.3% less than a resident elsewhere in Escambia County. The difference in median income was not quite as drastic with Atwood residents earning 16.15% less median income than in the county as a whole. Despite this discrepancy, Atwood has higher percentages of residents in the \$35,000 - \$99,999 income range than compared countywide.

INCOME BRACKETS	ATWOOD CRD	ESCAMBIA COUNTY
2015 Average Income	\$49,529	\$58,243
2015 Median Income	\$36,501	\$43,533
<\$15,000	14.15%	15.44%
\$15,000 - \$24,999	20.57%	12.08%
\$25,000 - \$34,999	13.49%	13.48%
\$35,000 - \$49,999	18.09%	15.82%
\$50,000 - \$74,999	14.37%	17.37%
\$75,000 - \$99,999	6.71%	12.13%
\$100,000 - \$124,999	5.91%	5.68%
\$125,000 - \$149,000	3.06%	2.68%
\$150,000 - \$199,999	2.77%	2.93%
\$200,000 - \$249,999	0.88%	0.95%
\$250,000 - \$499,999	0.07%	1.12%
\$500,000+	0.00%	0.33%

TABLE 2.11: INCOME BRACKETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

**CRIME**

With a limited dataset, it is difficult to establish a deep understanding of crime trends in the Atwood Redevelopment District. The data in Table 2.12 shows that larceny is the highest number of crimes in Atwood from 2008 -2014. Only one murder was reported in the seven year period in 2013. When compared to Escambia County as a whole, Atwood is extremely low in all categories. In all aspects of measured crime, the Atwood Redevelopment District has a much lower rate than the county as a whole. Crime and the perception of crime can always be viewed as an impediment to redevelopment. This data provides a baseline for future improvement as the Redevelopment Area progresses.

TOTAL INCIDENCE OF CRIME Location	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
<b>Atwood CRD (pop. 3,363)</b>							
Murder	0	0	0	0	0	1	0
Forcible Sex Offenses	3	2	2	4	1	0	4
Robbery	15	6	11	6	8	9	3
Aggravated Assault/Battery	18	13	12	15	15	20	10
Burglary/Break-and-Enter	49	48	49	35	49	47	33
Larceny	55	42	68	62	69	70	55
Motor Vehicle Theft	22	13	14	7	13	13	8
Narcotics	12	10	29	12	16	21	25
<b>Escambia County (pop. 306,630)</b>							
Murder	18	15	26	14	15	23	18
Forcible Sex Offenses	225	307	313	272	264	224	234
Robbery	554	534	461	463	412	370	306
Aggravated Assault/Battery	1,420	1,392	1,128	1,033	1,269	1,169	1,203
Burglary/Break-and-Enter	2,417	2,610	2,665	2,600	3,156	2,776	2,356
Larceny	6,364	6,593	7,271	7,543	7,579	7,588	6,908
Motor Vehicle Theft	687	630	519	858	550	654	554
Narcotics	1,369	1,526	1,458	1,641	1,701	1,600	1,122

TABLE 2.12 TOTAL INCIDENCE OF CRIME IN ATWOOD AND ESCAMBIA COUNTY. ESCAMBIA COUNTY SHERIFF'S OFFICE

## CHAPTER 3: CONCEPT PLAN

### CONCEPT PLAN PHILOSOPHY

This chapter presents the Concept Plan for future land use and redevelopment within the Atwood Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the public workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the Atwood Redevelopment District followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan serves as the foundation for future policy decisions by the County. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

- The Plan identifies, in general, where future land use changes and redevelopment activities should occur to make best use of limited resources and attract desirable businesses and reinvestment.
- The Plan offers a comprehensive strategy from which the Community Redevelopment Agency can plan its activities for the Atwood Redevelopment District.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, Crime Prevention Through Environmental Design (CPTED) design, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Atwood Redevelopment District.

In summary, the Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- Improving physical conditions and visual character of the area's primary transportation corridors.
- Encouraging infill, renovation, reconstruction and enhancement of single-family residential areas.
- Creating natural centers of social, entertainment, and retail activity that help anchor neighborhoods and form gateways into Atwood.
- Promoting denser and fuller commercial development on Atwood main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses in order to preserve residential character and help stabilize property values.
- Identifying appropriate locations in the Redevelopment District to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.
- Enforcing code regulations as they apply to housing and property upkeep, visual blight, and safety requirements.
- Enhancing the pedestrian orientation of the Atwood Redevelopment District by increasing its walkability;
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

## ATWOOD CRD CONCEPT PLAN

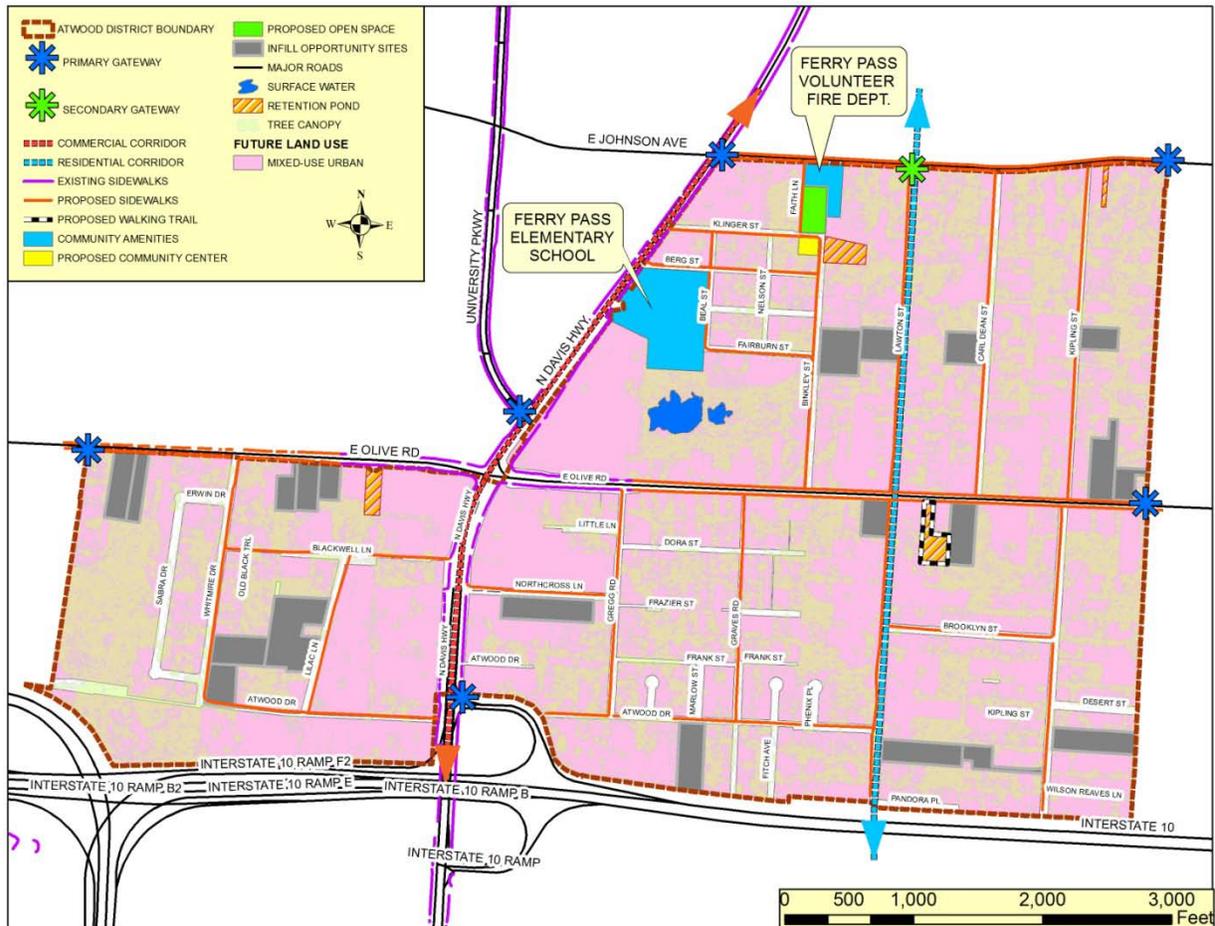


FIGURE 3.1: CONCEPT PLAN FOR THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

### CORRIDORS

Primary corridors serve as major access routes for vehicular and pedestrian movement. Highly visible and easily accessible business locations are essential components of market development, and effective traffic circulation is an important factor. Primary corridors carry the largest amounts of traffic and are the most recognizable and convenient routes. Integration of transportation and land use considerations become important in designing primary corridors that are effective at moving traffic, allowing curbside access, and presenting an appealing and welcoming image to motorists and pedestrians alike.

Existing conditions on the Redevelopment Area’s primary corridors are somewhat deficient in terms of infrastructure quality, commercial activity, personal safety, and aesthetic character. These deficiencies must be addressed in order to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Atwood Redevelopment Area that could potentially act as catalysts for the redevelopment of the area. These corridors are:

**1. Primary Commercial Corridors:**

**N. Davis Highway , E. Olive Road, and E. Johnson Ave**

**2. Neighborhood Commercial Corridors**

**Kipling Street**

**3. Neighborhood Connectors**

**Lawton Street, Hilburn Road, Klinger Street and Binkley Street**

**PRIMARY COMMERCIAL CORRIDORS**

N. Davis Highway is the primary north-south route through the Atwood District. Land use along N. Davis Highway is primarily highway-commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and institutional uses. Retail uses are more concentrated along the intersection of N. Davis Highway and E. Olive Road. Some areas of the corridor are vacant or under-utilized, with excellent redevelopment potential.

Although traffic is heavy during peak hours, a significant road improvement is currently under way for E. Olive Road from N Davis Highway to Johnson Avenue. The Escambia County Engineering project will improve safety for vehicles, bicycles and pedestrians in addition to widening the roadway to include a left-turn center lane.

E. Olive Road is the primary east-west route that runs through the center of the Atwood District. Commercial activity along E. Olive Road is as intense as is found on N. Davis Highway through the Redevelopment District. Large shopping centers are anchored by large national retailers and are supported by smaller shops and services. Commercial redevelopment opportunity is available in pockets along E. Olive Road.

E. Johnson Avenue is also a primary east-west route that runs across the northern boundary of the Atwood Redevelopment District. There is a mixture of residential and business uses along this route that also present opportunities for redevelopment.

**Objective:** Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision that retains the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and stimulate quality development in the Atwood Redevelopment District.

**Action Strategies:**

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor. These include constructing elements such as landscaped medians, street lighting, sidewalks, and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and use the services of a real estate agent and/or the County’s land management team to acquire and assemble land for the development of large marketable retail or office sites.
- Identify priority sites for developing neighborhood retail and entertainment centers. These centers would centralize important neighborhood features, such as grocery stores, banks, dry cleaners, restaurants, etc.

- Provide business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Extend and/or complete sewer infrastructure to all properties in the corridor.



EXISTING CONDITION: N. DAVIS HIGHWAY. CRA STAFF



Photo simulation of desired improvements for a PRIMARY COMMERCIAL CORRIDOR. IBI GROUP, INC.



TYPICAL SECTION AN IMPROVED COMMERCIAL CORRIDOR. IBI GROUP, INC.

### NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of Atwood, and the proposed development program for Atwood’s neighborhood commercial corridor intends to build upon their existing character.

Kipling Street is the secondary north-south route through the Redevelopment District. There are residential uses concentrated along the north and south ends of Kipling Street with businesses along the center of the corridor. A variety of businesses exist along this corridor such as chiropractor, electrician, and auto sales.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; wide lanes and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways. Streets with mixed commercial and residential uses require modified strategies to properly

manage their character and uses. Also, there is high pedestrian traffic with no pedestrian infrastructure. Citizens transition through an unsafe and comfortable pedestrian environment.

**Objective:** Transform the functional and visual character of the street as primary neighborhood commercial corridor at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Establish an identity for the corridor and encourage private sector investment that addresses the needs of the neighborhood.



**EXISTING CONDITION: E. OLIVE ROAD. CRA STAFF**

**Action Strategies:**

- Implement physical improvements to enhance the overall visual appearance of these residential corridors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds. Tree canopy, landscaping, street lighting, sidewalk repair and construction, and vegetative screens to hide undesirable views are all appropriate.
- Encourage neighborhood commercial development that is compatible with the adjacent uses.
- Provide business owners and developers with incentives such as tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Focus redevelopment efforts at neighborhood gateway intersections.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.

## NEIGHBORHOOD CONNECTORS

Lawton Street is a neighborhood connector that runs north and south the full extent of the district from E. Johnson Avenue to Pandora Place at I-10. It provides access for neighborhood pedestrian and vehicle traffic to transition back and forth across E. Olive Road. Lawton Street is proposed for sidewalks to create a safer pedestrian environment.

Hilburn Road is also an important north-south connector at the western boundary of the District that extends from E. Olive Road to I-10. Hilburn Rd connects to Atwood Drive on the south boundary providing access to the Frichez Heights neighborhood.

Klinger Street and Binkley Street will provide the neighborhood and Ferry Pass Elementary School students direct access to the proposed community center and park. This road is also proposed for sidewalks to create a safer pedestrian environment.

**Objective:** Maintain and improve the residential character of the neighborhoods. Connect important neighborhood destinations. Enhance the community's sense of place and identity by establishing higher quality architectural design standards in the residential areas.

### Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential connectors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds.
- Encourage adaptive reuse of vacant properties that is compatible with the neighborhoods.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A NEIGHBORHOOD CONNECTOR. IBI GROUP



BINKLEY STREET. CRA STAFF

## GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into a geographic area. They commonly make use of a combination of complementary elements to create a pleasing and welcoming image to residents and visitors. Such elements include signage, landscaping, hardscape features like fountains or plazas, outdoor kiosks or vending stalls, and various forms of retail or dining activity. Gateways, when designed in this manner, help to provide focal points for people to spend time away from work or home. In addition to serving as landmarks, they can be zones of social and retail/dining activity for local residents.

In the Atwood Redevelopment District, there are seven intersections where gateways of primary and secondary magnitude could eventually be developed. The primary ones are located at major intersections, while the secondary ones serve largely residential blocks.

### PRIMARY GATEWAYS

All primary gateways can be designed and developed on common principles, with particular strategies added to each gateway appropriate to the area around it. The implementation of any of these town-center gateways will require close cooperation between the public and private sectors. Escambia County and various state and federal agencies must ensure that public utilities, rights-of-way, zoning requirements are able to accommodate the proposed primary gateways.

#### Proposed primary gateway locations:

- on N. Davis Highway at I-10
- on N. Davis Highway at E. Johnson Avenue
- on N. Davis Highway at E. University Parkway
- on E. Olive Road at Hilburn Road
- on E. Olive Road at Caminitti Lane
- on E. Johnson Avenue at Caminitti Lane



EXAMPLE OF A GATEWAY FEATURE. GOOGLE MAPS

### SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a particular neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, Lawton Street at E. Johnson Avenue is an ideal street to build secondary gateways in Atwood. In addition to being located parallel to busy U.S. Highway 29, it is anchored on the south end by the Interstate 10 overpass, representing an important opportunity to brand the entrance into the Redevelopment District along a lower-speed corridor.

#### Proposed secondary gateway location:

- on E. Johnson Avenue at Lawton Street

**Objective:** Create entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the Atwood Redevelopment District.

#### Action Strategies:

- Install unique landscaping elements and signage directing people to the Atwood Redevelopment District.

- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish neighborhood identification and directional signage programs announcing the entrance to the Atwood Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.



EXAMPLES OF A PRIMARY GATEWAY DESIGN. IBI GROUP, INC.



EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGN. IBI GROUP, INC.

## COMMUNITY AMENITIES

There are no existing community amenities in the Atwood Redevelopment District. This Redevelopment Plan proposes to develop a community center and park that encourage outdoor recreation and social interaction. Neighborhood parks should be created on vacant lots that are strategically located near neighborhoods. The goal is to provide a neighborhood park within a 10-minute walk of any residence in the Atwood Redevelopment District.

**Objective:** Improve resident's quality of life by providing recreational opportunities for residents of the Atwood Redevelopment District. Such amenities should be readily accessible and serve to strengthen and enhance the community.

**Action Strategies:**

- Strategically locate neighborhood pocket parks within a 10-minute walking distance from residential blocks. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Increase the number of neighborhood groups and strengthen neighborhood group collaboration.
- Fund the community center project identified in the capital improvement section of this plan.

**REDEVELOPMENT STRATEGIES**

This section of the plan highlights three particular redevelopment opportunities that could have far-reaching positive impact on the Redevelopment Area:

- Commercial Redevelopment and Infill
- Infill Opportunities for Single- and Multi-Family Housing
- Encourage Citizen Groups and Civic Pride
- Public Health and Safety

**COMMERCIAL REDEVELOPMENT AND INFILL**

With 7.65% of the Redevelopment Area being vacant, this represents a good opportunity for redevelopment of underutilized areas and infill development for new businesses. The Concept Map (on page 34) identifies vacant parcels 1-acre and larger. These identified parcels are opportunities for new development.

**Objective:** Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth benefits both Atwood and Escambia County.

**Action Strategies:**

- Initiate the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. These grant programs match commercial property owners in a reimbursement grant for 50% of the project cost according to the grant program guidelines. If the amount of the TIF and Community Development Block Grant funding allows, consider expanding the maximum match to a higher amount to accommodate larger improvement projects.
- Meet with developers to find out what the County can do to help promote commercial growth in the Atwood Redevelopment District.



EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT. CRA STAFF



EXAMPLE OF A COMMERCIAL SIGN GRANT RECIPIENT. CRA STAFF

### INFILL OPPORTUNITIES FOR SINGLE- AND MULTI-FAMILY HOUSING

Several smaller undeveloped tracts remain in the Atwood Redevelopment District for future residential development. As Escambia County continues to grow its economy, new residential development will follow. The ongoing expansion of the Navy Federal Credit Union campus is expected to place additional demand for housing units as the credit union's employees relocate to the area and new jobs are created.

The Community Redevelopment Agency will work with partners such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and CELL to consider creating new affordable housing opportunities. By partnering with a wide variety of agencies and non-profits, a greater pool of funding is available for home repairs and construction.

**Objective:** Encourage the redevelopment and infill development of vacant properties with residential potential.

#### Action Strategies:

- Work with local partners to increase the affordable housing opportunities in Atwood.
- Create community amenities, beautification and streetscapes to make Atwood an attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the Atwood CRD.

### ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of an area is critical to its success. Citizen groups, such as neighborhood watch groups or other civic-minded organizations are a great way to advocate for improvements to elected officials. Motivated neighbors also are a great resource to get small projects completed whether it is helping someone paint a house or hosting a park clean-up day. These neighborhood groups will receive support and guidance from Escambia County to maximize their effectiveness in the community. The Ferry Pass Neighborhood Watch is an active group of citizens whose goal is to improve the neighborhood and has interest in the issues affecting the Atwood Community Redevelopment District.

In the past, the Escambia County Redevelopment Agency hosted a Neighborhood Leadership Workshop for the heads of the neighborhood groups of all the CRA districts to attend a workshop to network, trade information, and learn new skills. The CRA hopes to reinvigorate this practice in the future which will include leaders from the Atwood Redevelopment District.

**Objective:** Help foster a sense of civic pride in the Atwood Redevelopment District through neighborhood groups, beautification projects, and neighborhood conferences.

**Action Strategies:**

- Work with residents to establish community groups and provide support to help those groups have maximum effectiveness in their community.
- Host an annual Neighborhood Leadership Workshop and invite leaders from all CRA districts in Escambia County and the City of Pensacola.

**PUBLIC HEALTH AND SAFETY**

Crime in Atwood can be an impediment to the revitalization of the District and the surrounding areas. The Escambia County CRA, the Atwood Community and the Atwood Neighborhood Groups will continue to work towards the common goal of decreasing and/or eliminating crime by implementing a comprehensive strategy addressing the need for additional law enforcement, community policing, prevention, intervention and treatment, neighborhood and economic development.

**Objective:** The CRA will continue to work with the Escambia County Sheriff's Department, Atwood Neighborhood Groups, Area churches, Commercial businesses and community stakeholders.

**Action Strategies:**

- Seek to have a Sheriff sub-station located within the Atwood Redevelopment District.
- Promote representatives from the Escambia County Sheriff's Department to conduct regular clean-sweeps of the Atwood area.
- Continue to solicit assistance from citizens for code enforcement violations.
- Support Crime Prevention Programs throughout the community.
- Continue to provide residential and commercial street lighting for safety.
- Install additional sidewalks for pedestrian safety.

**RESIDENTIAL PRESERVATION AND ENHANCEMENT**

The Atwood Redevelopment District contains 11 neighborhoods. The housing condition is fair with a number of dilapidated homes scattered across the Redevelopment District. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the Redevelopment District and improve the quality of life should be supported by a harmonizing effort to revitalize and preserve existing neighborhoods. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's residential rehabilitation grant to encourage housing restoration across the Redevelopment District, and continuing to collaborate with non-profit organizations and faith-based institutions.

To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and in particular, improving the connections with local schools, parks and other neighborhood destinations. The Plan also recommends pursuing infill development opportunities in the neighborhood to develop pocket parks and multi-family housing development through land assembly and acquisition, where possible.

**Objective:** Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs that support investment in residential renovations and redevelopment of existing housing stock.

**Action Strategies:**

- Establish the residential improvement grant to encourage housing restoration across the Redevelopment District.
- Establish residential design standards for building renovations and infill development.
- Acquire lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result of the demolition may be used for infill housing development or neighborhood parks.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures so that no Atwood resident is more than a 10-minute walk from a park.
- Continue to provide financial assistance to further sewer system expansion throughout the redevelopment area together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs.



HOUSES IMPROVED WITH THE CRA RESIDENTIAL REHAB GRANT PROGRAM. CRA STAFF

## CHAPTER 4: CAPITAL IMPROVEMENTS

### CAPITAL IMPROVEMENTS

Capital investment in improvement projects, including pedestrian-targeted improvements, will help to achieve the goals and desires of the Atwood community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the Atwood Redevelopment District and provide the basis for leveraging private redevelopment investment. The table below presents a list of proposed capital projects and programs that could be pursued by the county to implement the recommendations of this Redevelopment Plan.

The strategies herein are divided into short-term (within 5 years), mid-term (5 to 10 years), and long-range (+10 years) time horizons to help facilitate budgeting and provide a guide to what projects may be considered a higher priority at first. It is important to note that these proposed capital improvement strategies are not a pledge of expenditure of funds on a given project in a given year. Actual funding allocations will be determined annually through the county's budget process. Also, as years pass, priorities may change and the capital improvement strategies may need to be amended to reflect that.

County funds can be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. With successful revitalization, Escambia County should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The Atwood Redevelopment Plan contains several projects consisting of public, private and joint public/ private efforts that may take up to twenty years to complete. It is essential that the county incorporates a sound project implementation strategy when identifying priorities. The community should understand that the county will be pursuing multiple elements of the Redevelopment Plan at all times, and it is important to note that the summary of capital implementation strategies in this chapter is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the county will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project.

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Bike Lanes</b>				
E. Olive Road from Davis Highway to E. Johnson Rd	Construct bike lanes on north and south sides of E. Olive Road	Funded as part of the Olive Rd East Project	LOST	2018
<b>Bus Stop Improvements</b>				
General transit improvements to bus stops in Atwood CRD	Transit improvements are made on an as-needed basis.	TBD	ECAT, LOST	Short-term. TBD
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Community Center</b>				
Atwood Community Center	Community Center with similar layout and size as Ebonwood.	\$1,800,000	LOST, TIF	Mid range. TBD
<b>Drainage</b>				
E. Olive Road from Davis Highway to Johnson Road	A complete overhaul of the drainage system, including two stormwater ponds.	Funded as part of the Olive Rd East Project	LOST	2018
<b>Parks</b>				
Atwood Neighborhood Park	Construct a new neighborhood park.	1,000,000	LOST, Parks, TIF	Mid range. TBD
Olive Rd Walking Trail	Construct walking trail around Olive Rd retention pond.	TBD	TBD	Mid range. TBD
<b>Road Improvements</b>				
E. Olive Road from Davis Highway to E. Johnson Rd	This project will be approx. 2.3 miles of roadway reconstruction.	Funded as part of the Olive Rd East Project	LOST	2017/2018
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Sidewalks</b>				
Atwood Drive	Construct sidewalk on Atwood Dr. from Gregg Rd. to Lawton St.	\$208,652	LOST IV, TIF	Mid-term. TBD
Blackwell Lane	Construct sidewalk on Blackwell Ln. from Whitmire Dr. to N Davis Hwy.	\$179,326	LOST IV, TIF	Mid-term. TBD
Binkley Street	Construct sidewalk on Binkley St from Klinger St. to East Olive Rd.	\$196,400	LOST IV, TIF	Mid-term. TBD
Caminiti Lane	Construct sidewalk on Caminiti Ln. from E. Johnson Ave. to E. Olive Rd.	\$266,130	LOST IV, TIF	Mid-term. TBD
E. Johnson Avenue	Construct sidewalk on East Johnson Ave. from N. Davis Hwy. to Caminiti Ln.	\$353,159	LOST IV, TIF	Mid-term. TBD
Faith Lane	Construct sidewalk on Faith Ln. from E. Johnson Ave to Klinger St.	\$56,564	LOST IV, TIF	Mid-term. TBD
Ferry Pass Elementary School	Construct sidewalk on the North and East sides of Ferry Pass Elem. School to include Berg St, Beal St, and Fairburn St	\$119,623	LOST IV, TIF	Mid-term. TBD
Kipling Street	Construct sidewalk on Kipling St. from E. Johnson Ave. to E. Olive Rd.	\$263,753	LOST IV, TIF	Mid-term. TBD
Klinger Street	Construct sidewalk on Klinger St. from N. Davis Hwy. to Binkley St.	\$119,047	LOST IV, TIF	Mid-term. TBD
Lawton Street	Construct sidewalk on Lawton St. from Pandora Place to E. Johnson Ave.	\$490,917	LOST IV, TIF	Mid-term. TBD
Lilac Lane	Construct sidewalk on Lilac Ln. from Blackwood Ln to Atwood Dr.	\$127,502	LOST IV, TIF	Mid-term. TBD

Hilburn Road	Construct sidewalk on Hilburn Rd. from E. Olive Rd. to south Hilburn Rd.	\$187,000	LOST IV, TIF	Mid-term. TBD
Whitmire Drive	Construct sidewalk on Whitmire Dr. from E. Olive Road to the end of Atwood Dr.	\$195,719	LOST IV, TIF	Mid-term. TBD
Additional sidewalks to be identified in a Atwood pedestrian study	The County will perform a pedestrian study to identify additional sidewalks needs.	TBD	TBD	Long-range. TBD
<b>Street Corridor Beautification</b>				
Gateway signage and beautification	On N. Davis Highway at I-10.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On N. Davis Highway at E. Johnson Avenue.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On N. Davis Highway at E. University Parkway.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Olive Road at Hilburn Rd.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Olive Road at Caminiti Ln.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Johnson Ave. at Caminiti Ln.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Johnson Ave. at Lawton St.	\$25,000	TIF, CDBG	Mid-term. TBD
<b>Street Lights</b>				
New streetlights to be identified by Gulf Power	Encompasses the Atwood District.	\$200,000	CDBG, SN, TIF	Short-term. 2016-2018
Utility Expense	Monthly electric costs to power the new streetlights.	\$30,000	SN, TIF	Recurring annual expense
Traffic light on E. Olive Rd & Binkley St	The County will perform a study.	TBD	TBD	TBD
<b>Project</b>	<b>Description</b>	<b>Estimated Costs</b>	<b>Funding Sources</b>	<b>Estimated Timeframe</b>
<b>Sewer</b>				
Atwood East Sewer Expansion Area	Sewer project will serve 290 new customers.	\$3,050,000	ECUA, LOST, TIF	Long-range. TBD
Whitmire Expansion Area	Sewer project will serve 75 new customers.	\$1,600,000	ECUA, LOST, TIF	Long-range. TBD

**TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM**

List of Acronyms:

- CDBG Community Development Block Grant
- LOST Local Option Sales Tax
- LOGT Local option Gas Tax
- EPA Environmental Protection Agency
- TIF Tax Increment Financing
- SHIP State Housing Initiatives Partnership
- TBD To Be Determined
- FDOT Florida Department of Transportation
- SN Safe Neighborhoods

## CHAPTER 5: IMPLEMENTATION STRATEGIES

### IMPLEMENTATION STRATEGIES

The success of the Atwood Redevelopment Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, neighborhood associations, business and property owners, and residents. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that have been developed for Atwood.

#### Implementation Functions

The implementation process can be divided into two major dimensions:

- Functional areas related to non-financing as well as financing considerations; and
- Responsible groups or agencies charged with addressing the functional areas.

Financial and non-financial considerations are equally important to the effective implementation of the Atwood Redevelopment Plan. Non-financing considerations deal with developing an organizational framework to define the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but not to be focused on until organizational elements are put into effect.

#### 1. Non-Financing Functions

Non-financing functions fall into six general categories:

##### *Site Assembly*

The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In Atwood, the primary opportunity for economic growth lies in the redevelopment of the substandard parcels located along the area's commercial corridors and the development of the proposed primary gateways which are located in areas where site assembly is advised.

##### *Capital Improvements*

Escambia County employs dedicated funding sources such as the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. With the creation of a redevelopment district for Atwood, tax increment financing will soon be available for use.

##### *Standards and Controls*

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high-quality design for the community improves aesthetic character and raises the market value of the neighborhood.

*Physical Development*

This concerns the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with a comprehensive redevelopment plan.

*Development Incentives*

To further stimulate private investment, Escambia County can provide development incentives through various means such as the following: commercial façade, landscape, signage, and property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites; flexibility in the application of use restrictions and increasing intensity of site use; flexible parking regulations; grants or low interest loans for life safety improvements; and joint business support ventures such as district business identification signage or centralized marketing strategies.

*Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation*

CRA will continue to partner with the County's Environmental Code Enforcement Division and Safe Neighborhood Program to help reduce blight within the designated areas. Code Enforcement will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The CRA will support and fund the initiatives of Keep Pensacola Beautiful, neighborhood clean ups, demolition and lot abatements, monitoring sites, and supporting minimum housing standards codes.

*Property Acquisition*

The CRA is authorized under F.S. 163, Part 3 to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. All real property acquired by the CRA in the Redevelopment District shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act. This plan will support the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

*Seasonal Lawn Maintenance*

CRA will continue to support the Seasonal Lawn Maintenance Program to remove blight and control litter along selected corridors and residential roadways by mowing and weed-eating during the high seasonal summer/fall growth periods.

## 2. Financing

### *Grants*

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as Community Development Block Grants (CDBG) and Section 108 grants are available, although the extent of their uses is diminishing as the volume of the grant decreases. They have the advantage of directly mitigating development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, and HOME Program. All of these programs should be leveraged as much as possible.

### *Tax Increment Funds*

Tax increment funds are the increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities in a designated CRA district. Because this is a commonly relied-upon source of funding for redevelopment, it is addressed in more detail in Appendix C.

### *Redevelopment Bonds*

Redevelopment bonds are issued by the Redevelopment Agency and approved by the County to finance renovation of specific projects, but are not guaranteed by the general revenues of the County. Anticipated TIF revenue may be pledged as the collateral for these bonds.

### *Private Investment*

A general rule for successful revitalization is that private investment usually must exceed public funding by a factor of three to four. Private investment, therefore, is the single most important source of redevelopment funding. Such funding takes the form of equity investment and conventional real estate loans.

### *Project Equity Position*

When a community redevelopment agency takes an equity position in a project, the agency contributes cash or land to the project with a return in the form of profit-sharing. This manner of participation can reduce developer costs.

### *Leasing*

County-owned land, buildings, and equipment can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of the same. The County would then receive lease payments deductible from the developer's income tax. Such leases may also include a purchase option.

*Joint Ventures*

In real estate syndication ventures, the community redevelopment agency can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service. Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

*Mortgage Write-Downs*

Mortgage write-downs (funded through the Escambia County Neighborhood Enterprise Division) are mechanisms typically used to encourage residential development and home ownership in the Redevelopment District. Funds from the agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period of time to guarantee against misuse of the funds.

County support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively effect change in the Atwood neighborhoods. Developers and entrepreneurs will be key contributors to the success of this project. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort.

*Faith-based Institutions*

Atwood Redevelopment District churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County should work closely with faith-based organizations to develop community development programs that capitalize on their strengths and outreach capacity. Participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting daycare centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

*Private Sector*

Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community. Local banks may provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities. Additionally, Escambia County should connect with companies dedicated to investing in local communities. A number of companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development. Similar companies may exist in Escambia County.

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the community's overall vision for the Redevelopment District's future growth is a recommended start. Ensuring that property owners are familiar with the brownfield development procedures and financial incentives available for brownfield redevelopment would also help significantly.

*Planning and Development Strategies*

Escambia County Community Redevelopment Agency staff should be responsible for the execution of this redevelopment plan, and the following are recommendations towards such implementation:

- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the County's community development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.
- Support residential renovation and rehabilitation programs through the use of grant funding such as SHIP, CDBG, HOME, and TIF.
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with the City of Pensacola to coordinate joint improvement projects planned for the Atwood Redevelopment District.

*Housing Rehabilitation and Commercial Reinvestment Financing*

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities to help spur economic development. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

## APPENDIX A: PUBLIC WORKSHOPS

Atwood residents and business owners were invited to participate in a series of public workshop at Ferry Pass Elementary School located at 8310 North Davis Highway. Dates and themes of the workshops were:

- **January 26, 2016**                      **Kick-off meeting, identify issues**
- **February 16, 2016**                    **Prioritize Atwood’s needs**
- **March 29, 2016**                        **Review results, learn about the draft plan**
- **April 26, 2016**                         **Final meeting: Presentation of the draft final plan**



CITIZENS ATTENDING THE ENVISION ATWOOD WORKSHOPS. CRA STAFF

Citizens were encouraged to contribute their ideas to the redevelopment of the Atwood Redevelopment District. The results of their input are summarized below and were integrated into the concept plan development.

At the January 26<sup>th</sup> and February 16<sup>th</sup> workshops the following strengths, weaknesses, issues and opportunities regarding Atwood were identified by the participants:

<b>Strengths</b>
<ul style="list-style-type: none"> <li>- Citizens like their neighbors, there is community pride</li> <li>- The community is conveniently located near major intersection and services</li> <li>- Proximity to University of West Florida, Navy Federal, and West Florida Hospital</li> <li>- Affordable</li> <li>- Family legacy, grew up here</li> <li>- Established Neighborhood watch</li> <li>- Feel safe here</li> </ul>

<b>Weaknesses</b>
<ul style="list-style-type: none"> <li>- Abandoned houses, trash, overgrowth</li> <li>- No communication or newsletter</li> <li>- No community center or parks</li> <li>- Needs sidewalks, sewer, street lighting</li> <li>- No place for community to meet</li> <li>- Housing/rentals in poor condition</li> <li>- Homeless congregating in area</li> <li>- Atwood does not have a post office</li> <li>- Many areas need sewer system</li> </ul>

<b>Issues</b>
<ul style="list-style-type: none"> <li>- Crime/robbery/drugs</li> <li>- Lack of information for citizens</li> <li>- Lacking community outreach/resources</li> <li>- Stray animals in the neighborhood</li> <li>- Lack of sidewalks &amp; lighting</li> <li>- Need a light on E. Olive Rd &amp; Binkley St</li> <li>- People loitering on vacant properties</li> <li>- No outdoor recreation facility or walking trail</li> <li>- Mosquito control</li> <li>- Drainage Issues on Forsyth St &amp; Sabra Drive</li> </ul>

<b>Opportunities</b>
<ul style="list-style-type: none"> <li>- Room for development and infill</li> <li>- Add a Community center and park</li> <li>- Information sharing through community website and social media</li> <li>- Add a walking trail</li> <li>- Volunteering to help neighbors</li> <li>- Increase participation in the Neighborhood watch/association</li> <li>- Sidewalks throughout the District</li> </ul>

The February 16th Envision Atwood workshop built upon the community attributes identified above. Residents were tasked with identifying the short and long-term improvements they wanted include in the Atwood Redevelopment Plan. The following improvements were identified:

- Need a light on E. Olive Rd & Binkley St
- Clean up overgrown and vacant lots
- More police presence
- Streetlights and sidewalks on all major thoroughfares and side streets
- Expand sewer system throughout Atwood District
- Street lights throughout the District
- Add sidewalks throughout the District
- Extend Sidewalks down E. Olive Road
- Design retention ponds to double as public spaces and walking trail
- Develop Community Center on Klinger St
- Develop park at Klinger St and Faith Lane
- Need a Sherriff's Office substation
- Bike lanes on E Olive Rd and E. Johnson Ave
- Traffic merging issues/congestion on Davis Highway
- Trim trees hanging over in the roads
- Drainage Issues on Forsyth St & Sabra Drive

At the March 29<sup>th</sup> and April 26<sup>th</sup> workshops, citizens had the opportunity to review and comment on the draft plan.

## APPENDIX B: STATUTORY REQUIREMENTS

This section addresses certain specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each subsection requirement from 163.360 and 163.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

### **163.360 – Community Redevelopment Plans**

#### **Section 163.360 (1), Determination of Slum or Blight By Resolution**

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: Escambia County previously conducted a blight study which established conditions of blight in Atwood and designated the area as appropriate for community redevelopment.

#### **Section 163.360 (2)(b), Completeness**

This section requires that the Redevelopment Plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area, as well as zoning or planning changes, land uses, maximum densities, and building requirements.

Action: These issues are addressed in Chapters 2 and 3 of the Redevelopment Plan.

#### **Section 163.360 (2)(c), Development of Affordable Housing**

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action: The Redevelopment Plan anticipates the need to maintain and expand affordable housing in Atwood. The Escambia County Community Redevelopment Agency will coordinate with local housing developers to seek opportunities for the development of additional affordable housing.

#### **Section 163.360 (4), Plan Preparation and Submittal Requirements**

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action: Escambia County Community Redevelopment Agency staff prepared the Atwood Redevelopment Plan.

#### **Section 163.360 (5), (6), (7)(a)(d), Plan Approval**

**163.360 (5)**. The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Redevelopment Plan as provided by statute. The Board of County Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

**163.360 (6)**. The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in the area of operation of the Atwood Redevelopment District.

Action: A public hearing on the Atwood Redevelopment Plan will be held at a future date.

**163.360 (7)**. Following the public hearing described above, Escambia County may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action: To minimize the relocation impact, the CRA will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action: The need for, and role of, private enterprise and investment to ensure the successful rehabilitation or redevelopment of the Atwood District is described throughout the Plan.

**Section 163.360 (8)(a)(b), Land Acquisition**

These sections of the statute establish requirements for the acquisition of vacant land for the purpose of developing residential and non-residential uses. The Redevelopment Plan supports future development of both residential and non-residential uses at various locations in the redevelopment area as described in Chapter 3. The Plan identifies strategies that will promote and facilitate public and private sector investment in vacant land acquisition for these purposes.

**Chapter 163.362 - Contents of Community Redevelopment Plans**

Every community redevelopment plan shall:

**Chapter 163.362(1) Legal Description**

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action: A legal description of the boundaries of the redevelopment area and the reasons for establishing the boundaries is contained in Escambia County Board of County Commissioner Resolution R2015-64 and the Finding of Necessity Report, which are attached and incorporated herein by reference.

**Chapter 163.362(2) Show By Diagram and General Terms:**

(a) Approximate amount of open space and the street layout.

Action: This task is achieved in the Redevelopment Plan in Chapter 2.

(b) Limitations on the type, size, height, number and proposed use of buildings.

Action: These are described in general terms in Chapter 2 however, it is expected that the County's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations.

(c) The approximate number of dwelling units.

Action: Based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Atwood, it can be reasonably expected that new investment in housing will occur over time. Future developments of moderate to high density residential projects are encouraged in other areas of the redevelopment district, as well as new investment in single family infill. Currently, there are approximately 777 houses in Atwood and the residential density expected to increase.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.

Action: Proposed future uses and activities of this nature are described in Chapter 2.

**Chapter 163.362(3) Neighborhood Impact Element**

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

The Atwood Redevelopment District contains a significant number of dwelling units which may be considered low to moderate-income units. The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Atwood Redevelopment Plan will contribute significantly in improving the quality of life for Atwood residents. Potential impacts are summarized below for each category required by statute: relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

**Relocation**

The Redevelopment Plan as proposed supports the preservation of existing residential areas and does not require the relocation of any of the low or moderate income residents of the redevelopment area. To minimize the relocation impact, the Community Redevelopment Agency will provide support services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/ redeveloped buildings that will contain residential and commercial space.

**Traffic Circulation**

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Atwood Redevelopment District. The primary corridor improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

**Environmental Quality**

Escambia County Community Redevelopment Agency will work closely with developers to ensure anticipated new development does not negatively affect the drainage capacity of the area, and, when feasible, support on-site provision of stormwater retention facilities for new development. The development of vacant and/or underutilized sites within Atwood may result in minor increases in the amount of stormwater runoff which may contain pollutants. The Redevelopment Plan recommends pursuing environmental remediation in close cooperation with property owners to ensure that the pollutants are handled adequately prior to new development on identified brownfield sites.

The county will closely monitor the capacity of the existing and planned stormwater infrastructure to ensure sufficient capacity exists, and there are no negative impacts from development. In terms of vegetation and air quality, proposed streetscape improvements are anticipated to add vegetation to Atwood and preserve existing mature tree canopies.

No negative impact on the existing sanitary sewer is expected from implementation of the Redevelopment Plan, and expansion of said sewer may be required to spur redevelopment. If future deficiencies are projected, the county and the Redevelopment Agency will ensure that adequate capacity is available at the time of development.

**Community Facilities and Services**

The Redevelopment Plan presents strategies to create a number of town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Currently there are no open space/recreation facilities in the Atwood District however locations have been identified for a proposed community center and park. The Plan recognizes the importance of these facilities and supports development of these facilities.

**Effect on School Population**

The Redevelopment Plan does not anticipate significantly affecting Atwood’s school population. Any increase in school population is expected to be absorbed by the existing schools in the area. The Redevelopment Plan recommends streetscape improvements and sidewalks connecting the area schools to improve pedestrian safety and walkability for students and parents who walk to school. The County and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board’s plans for area schools are consistent with the Redevelopment Plan.

**Physical and Social Quality**

The Redevelopment Plan’s recommendations to continue with improvements to the existing streetscape environment, to redevelop vacant land and former industrial sites, to establish urban design and architectural standards for new development, and to continue code enforcement will have a positive impact on Atwood’s physical and visual character.

Implementation of the Redevelopment Plan will also improve community access to the social service network currently available to local residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

**Chapter 163.362(5) (6) Safeguards and Retention of Control**

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action: The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment district are carried out pursuant to the redevelopment plan:

The Atwood Redevelopment Plan is the guiding document for future development and redevelopment in and for the Atwood Redevelopment District. In order to assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this Plan, the Escambia County Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by Escambia County to permit development and redevelopment within its jurisdiction. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and County-authorized development review, permitting and approval processes. Per Florida Statute, Escambia County retains the vested authority and responsibility for:

- The power to grant final approval to Redevelopment Plans and modifications.
- The power to authorize issuance of revenue bonds as set forth in Section 163.385.
- The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), and the power to assume the responsibility to bear loss as provided in Section 163.370(3).

In accordance with Section 163.356(3)(c), by March 31 of each year the Redevelopment Agency shall file an Annual Report with Escambia County detailing the Agency's activities for the preceding fiscal year. The report shall include a complete financial statement describing assets, liabilities, income and operating expenses. At the time of filing, the Agency shall publish in a newspaper of general circulation a notice that the report has been filed with the County and is available for inspection during business hours in the office of the County Clerk and the Escambia County Community Redevelopment Agency.

The Community Redevelopment Agency shall maintain adequate records to provide for an annual audit, which shall be conducted by an independent auditor and will be included as part of the Escambia County Comprehensive Annual Financial Report for the preceding fiscal year. A copy of the Agency audit, as described in the CAFR will be forwarded to each taxing authority.

The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of the redevelopment plan.

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency provided that; if modified, changed, or amended after the lease or sale of property by the

Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. Where the proposed modification will substantially change the plan as previously approved by the governing body, the County Commission will similarly approve the modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

When considering modifications, changes, or amendments in the redevelopment plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Proposed minor changes in the Plan will be communicated by the agency responsible to the affected property owner(s).

**Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons**

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action: As previously stated, to minimize the relocation impact, the Agency will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

**Chapter 163.362(8) Element of Residential Use**

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action: There are residential uses of various types and character, including, single-family, multi-family, rental units, owner-occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly with regard to developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base in Atwood is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment district will comprise components of the work force and the market, which will generate economic activity.

**Chapter 163.362(9) Statement of Projected Costs**

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action: Project costs and funding sources are described in Chapter 4 of the Redevelopment Plan.

**Chapter 163.362(10) Duration of Plan**

Provide a time certain for completing all redevelopment financed by increment revenues.

Action: The Atwood Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area through 2046.

## APPENDIX C: TAX INCREMENT FINANCING

Tax increment financing (TIF) is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Because it is a frequently relied-upon tool for project financing, it is explored more fully here. This section presents a brief history of tax increment financing, types of expenses allowed, and TIF revenue projections that the Atwood Redevelopment District may generate in the next forty years.

### History of Tax Increment Financing

TIF was originally developed over 50 years ago as a method to finance public improvements in distressed areas where redevelopment would not otherwise occur. TIF is separate from grants or government funds, and given reductions in federal funds available for local projects in recent years TIF has increasingly developed into a primary means to finance local redevelopment.

State law controls tax increment financing. Because of this control, tax increment financing takes on a number of different techniques and appearances throughout the country. In Florida, tax increment financing is authorized in the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act, as amended in 1977, provides for a combination of public and private redevelopment efforts and authorizes the use of tax increment financing. Under the Statutes, municipalities must go through a number of steps to establish a redevelopment area and implement a tax increment financing district for that area.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by allocating any increases in taxable assessed value to the area. The current assessed value of the district is set as the base and any increases (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments. The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 75 percent are deposited to the trust fund. The remaining 25 percent of the incremental growth is kept by the local government as a collection fee.

### Type of Expenses Allowed

Funds from the redevelopment trust fund may be expended for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to:

- Establishment and operations: The implementation and administrative expenses of the community redevelopment agency.
- Planning and analysis: Development of necessary engineering, architectural, and financial plans.
- Financing: Issuance and repayment of debt for proposed capital improvements contained in the community redevelopment plan.
- Acquisition: The acquisition of real property.
- Preparation: Tasks related to site preparation, including the relocation of existing residents.

According to F.S. 163.370(2), TIF funds may not be used for the following purposes:

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,
- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have otherwise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

In addition, tax increment funds cannot be spent on capital projects contained in the local government's Capital Improvement Plan for the preceding three years.

# APPENDIX D: RESOLUTION R2015-64

Escambia County  
Clerk's Original

2015-000522 BCC  
May 21, 2015 Page 1

5/21/2015 5:31pm P.H.

## RESOLUTION R2015-64

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ATWOOD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Atwood Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Atwood Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.

Date: 5/27/2015 Verified By: J. Connor

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May 21, 2015 Page 2

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 21st day of May, 2015.

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

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/11/15

BY: [Signature]  
Steven Barry, Chairman

Attest:

PAM CHILDERS  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk

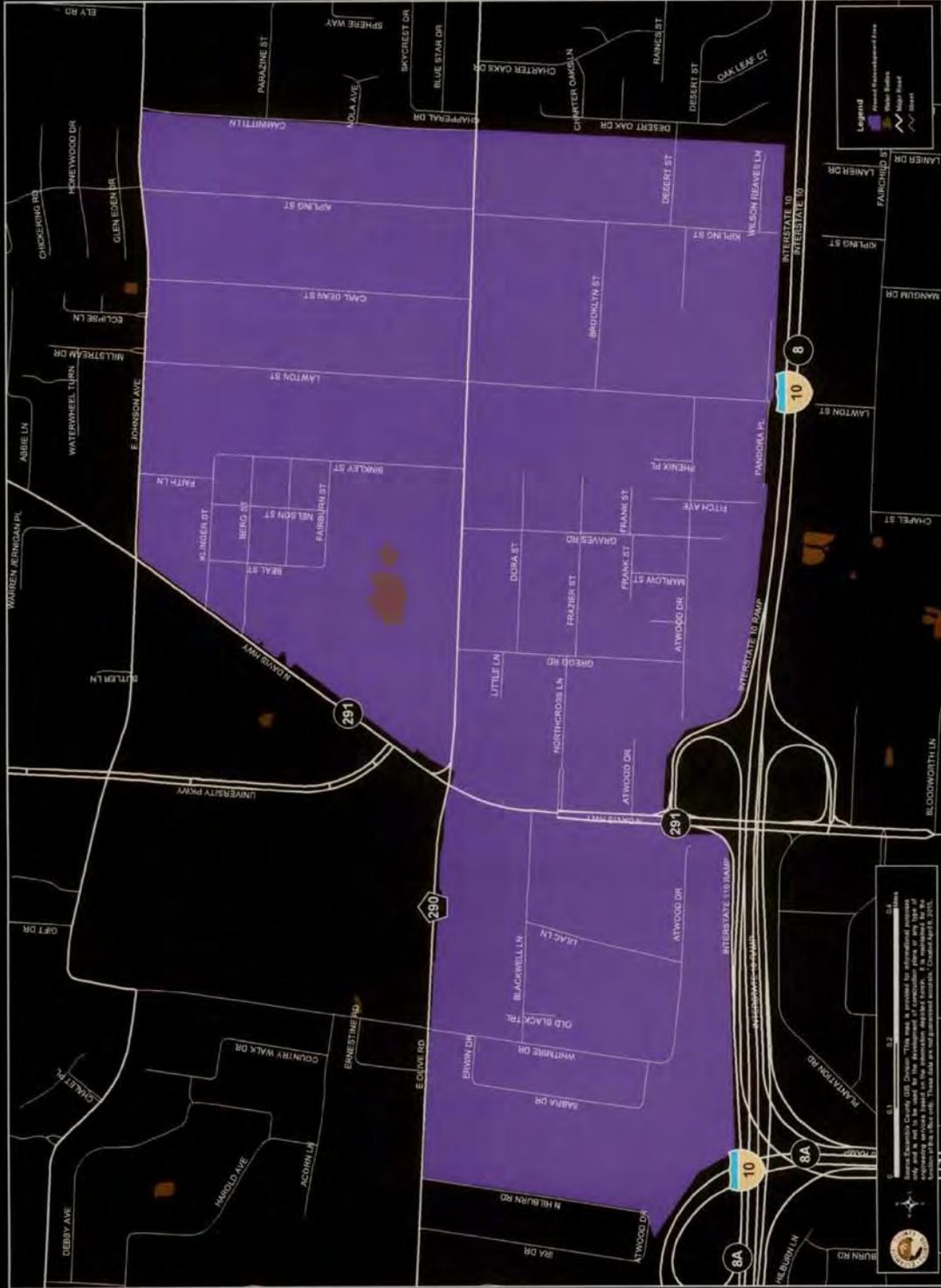
Date Executed

5/26/2015



Exhibit A

Proposed Atwood Redevelopment Area



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May 21, 2015 Page 4

EXHIBIT "A"

Description  
Atwood Community Redevelopment Area (CRA)  
April 13, 2015

This description is intended solely for the purpose of identifying the Atwood Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies); thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-way line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-8184

10.

**BCC Regular Meeting**

**Meeting Date:** 05/21/2015  
**Issue:** Atwood Redevelopment Area  
**From:** Keith Wilkins, Department Director  
**Organization:** Community & Environment  
**CAO Approval:** 

**RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting a Resolution creating the Atwood Redevelopment Area.

Recommendation: That the Board adopt a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Atwood community; finding that rehabilitation, conservation, redevelopment, or a combination of these in the Atwood community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Atwood as a redevelopment area; and providing for an effective date.

**BACKGROUND:**

The Community Redevelopment Agency (CRA), a division of Community and Environment Department, was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Atwood community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached. A draft copy of the Resolution has been prepared for consideration and adoption. A copy of the map for the proposed area is attached.

On April 23, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing on Thursday, May 21, 2015, at 5:31 p.m.

On May 21, 2015, at 8:45 a.m., a CRA Meeting was convened to recommend to the Board to conduct a Public Hearing to adopt a Resolution designating Atwood Community as a redevelopment area.

**BUDGETARY IMPACT:**

5:31 p. m. P. H.

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There is no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Resolution has been reviewed and signed off as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Conduct a Public Hearing to adopt a Resolution for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA staff will coordinate the process for the implementation of this program. CRA will ensure proper advertisement.

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**Attachments**

Resolution-Atwood-May2015

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5:31 p. m. P. H.

**RESOLUTION R2015-\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ATWOOD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Atwood Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Atwood Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

5:31 p. m. P. H.

2015-000522 BCC  
May 21, 2015 Page 8

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 5/11/15

BY: \_\_\_\_\_  
Steven Barry, Chairman

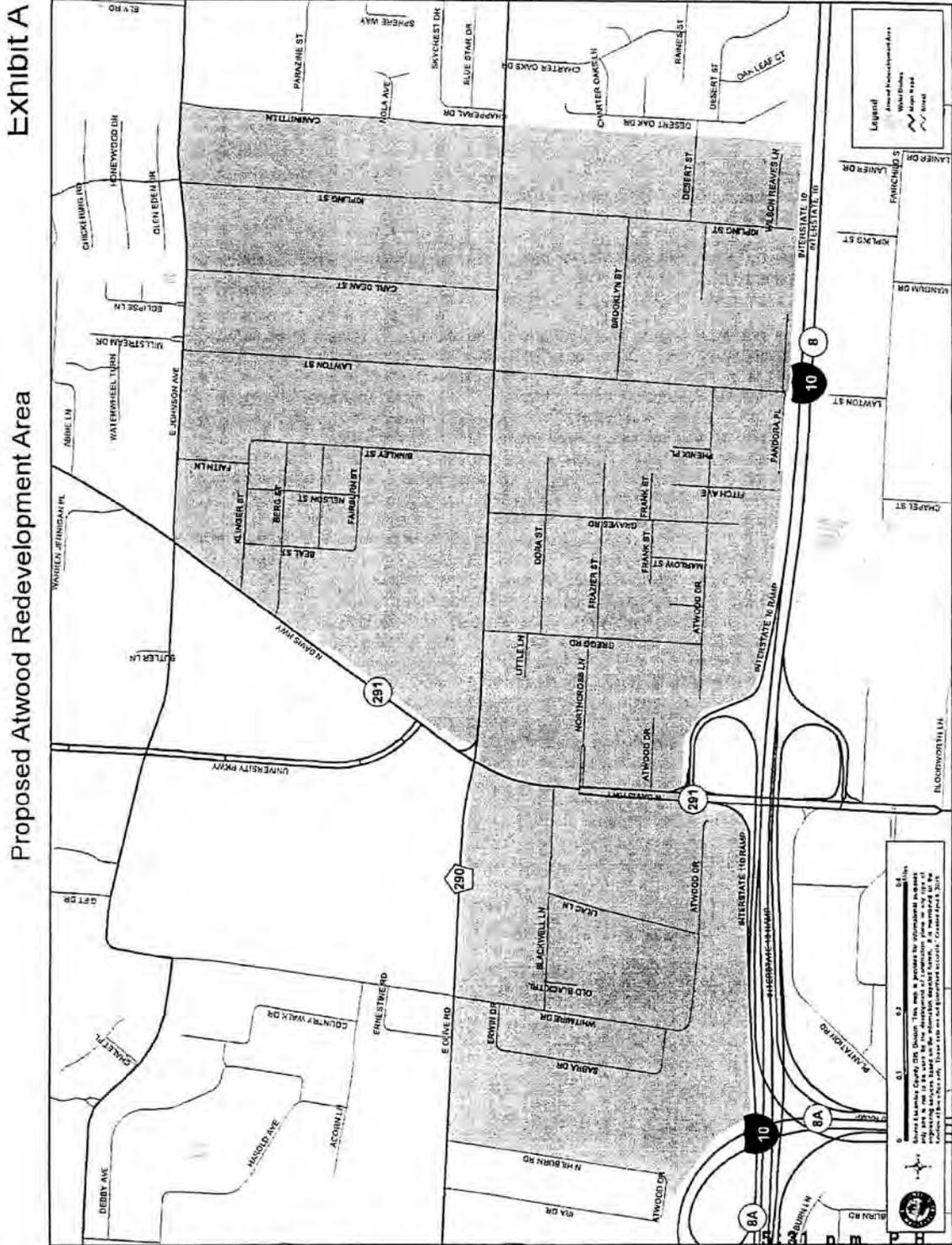
Attest:

PAM CHILDERS  
Clerk of the Circuit Court

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

(SEAL)

5:31 p. m. P. H.



THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

2015-000522 BCC  
May 21, 2015 Page 10

EXHIBIT "A"

Description  
Atwood Community Redevelopment Area (CRA)  
April 13, 2015

This description is intended solely for the purpose of identifying the Atwood Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies); thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

5:31 p. m. P. H.

**Findings of Necessity  
Proposed Atwood Redevelopment Area**

**Introduction**

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Atwood Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of blight as described in Florida Statute 163.340(8) (a) and (b).

**Findings**

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.



Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted, there is a predominance of deteriorated or dilapidated housing in the proposed area. One of the more apparent elements of blight is the deterioration of buildings. A significant number of deteriorating or dilapidated buildings in an area are an indication of a lack of private investment in maintaining the

5:31 p. m. P. H.

integrity and value of existing development or in redevelopment. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 99% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. Many of the homes were constructed prior to 1976. The age and conditions of the structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.



Economic disuse can be defined in many ways based on perspective. From the private sector, economic disuse is defined through the vacancy of land and buildings and through the highest and best land use determined by market conditions. Based on the windshield survey, approximately 25% of the commercial parcels that have redevelopment potential are vacant land and/or building. Which means the property values and the tax base can be benchmarks for determining economic disuse from the public perspective.

### Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. There are nearly 25% of the commercial parcels that have redevelopment potential with vacant land or building. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of

5:31 p. m. P. H.

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slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.



Vacant Commercial Building



5:31 p. m. P. H.



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Planning Board Agenda

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Atwood Redevelopment Plan

Date: 07/22/16

Date due for placement on agenda: 09/06/16 (PB)

Requested by Clara Long, Division Manager

Phone Number: 595-3596



(LEGAL DEPARTMENT USE ONLY)

Legal Review by Meredith Crawford

Date Received: approved 8/1/2016

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10960**

**County Administrator's Report 10. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Schedule and Advertise a Public Hearing to Consider Adoption of the Ensley Redevelopment Plan

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Ensley Redevelopment Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, October 20, 2016 at 5:31 p.m., to consider adoption of the Ensley Redevelopment Plan, as requested by the Community Redevelopment Agency.

**BACKGROUND:**

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-146) creating the Ensley Redevelopment District.

On September 22, 2016 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing for October 20, 2016, at 5:31 p.m., to consider adoption of the Ensley Redevelopment Plan. A copy of the Plan is attached.

**BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Plan has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel is necessary to carry out this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Schedule a Public Hearing to consider adoption of the Ensley Redevelopment Plan in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Ensley area by conducting a series of four monthly public community meetings in October - December 2015, and January 2016. Upon adoption by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

---

**Attachments**

Ensley Redevelopment Plan Sept2016

PB Minutes 2016

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ENSLEY CHIEFS. PHOTO CREDIT: ENSLEY YOUTH SPORTS ASSOCIATION

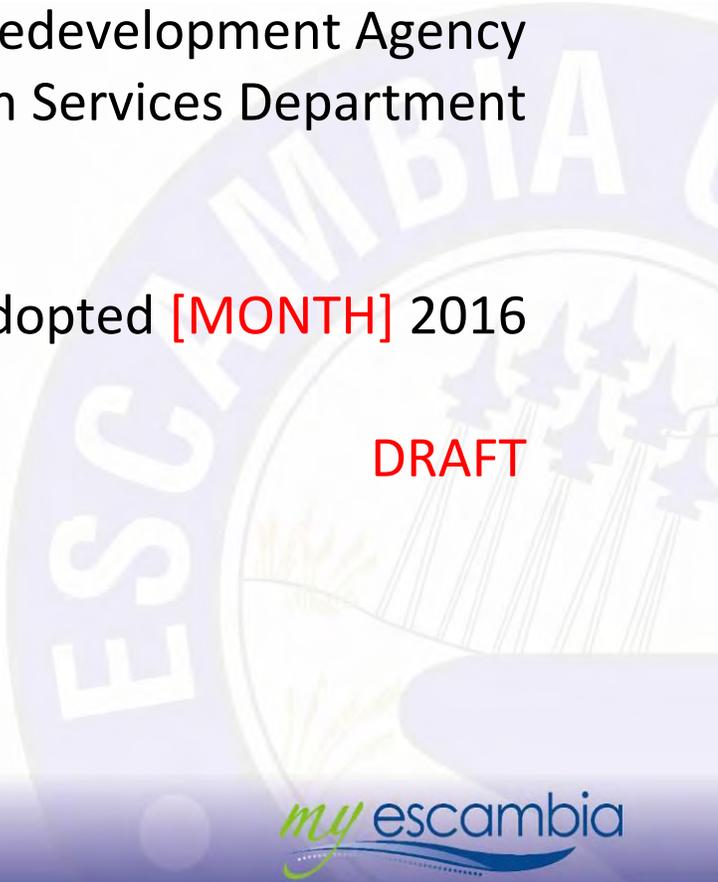
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# ENSLEY REDEVELOPMENT PLAN

Escambia County  
Community Redevelopment Agency  
Neighborhood & Human Services Department

Adopted [MONTH] 2016

DRAFT



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## CHAPTER 1: OVERVIEW

### PLAN CONTENT AND ORGANIZATION

The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as: slum or blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

On December 11, 2014, the Board of County Commissioners designated Ensley as a Redevelopment Area finding that it was blighted and the area had a shortage of affordable homes for low- and moderate-income households. This designation was necessary in the interest of public health, safety, morals and welfare of the residents in order to eliminate, remedy, and prevent conditions of blight. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the Ensley Redevelopment Area and is written in compliance with Florida Statutes Part III, Chapter 163.

The Ensley Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County Community Redevelopment Agency and area residents and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the Ensley Redevelopment Area. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Ensley. The stakeholder-driven planning process integrates several objectives: Enhance the physical environment; preserve residential character; support commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the area's core; improve the pedestrian environment; and overcome the obstacles to economic development.

To be useful as a long-term redevelopment guide, the Redevelopment Plan must be flexible to accommodate unanticipated changes and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities.

The Redevelopment Plan is a comprehensive resource for community leaders and stakeholders engaged in reshaping the social, economic, and physical form of Ensley. Future actions targeted in this area are anticipated to follow the recommendations of the Redevelopment Plan through continued discussions with residents, community stakeholders, and County agencies.

Starting with Chapter 1, Overview, the Ensley Redevelopment Plan consists of five chapters and a set of appendices.

## **CHAPTER 2: INVENTORY & ANALYSIS**

This chapter presents a summary of existing conditions, including existing land uses, zoning districts, future land uses designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results employs data generated by past studies from the Escambia County Community Redevelopment Agency, the Escambia County Property Appraiser GIS database, the 2010 U.S. Census, and University of West Florida's Haas Center for Business Research and Economic Development.

## **CHAPTER 3: CONCEPT PLAN**

The information generated from the inventory, analysis, and the public involvement phases is the foundation for the recommendations contained in Chapter 3. This chapter details action strategies based on established objectives, providing guidelines for sound development and redevelopment of properties in Ensley.

## **CHAPTER 4: CAPITAL IMPROVEMENTS**

This chapter identifies projects that can be pursued in the short-term, mid-term, and long-term. It also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

## **CHAPTER 5: PROJECT IMPLEMENTATION**

This chapter presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Ensley Redevelopment Area.

## **APPENDICES**

Five appendices conclude the Redevelopment Plan: A) Public Workshops documentation; B) Statutory Requirements; C) Tax Increment Financing; D) Resolution R2014-146 authorizing the Ensley Redevelopment Area; and E) a map of the Proposed ECUA Sewer Expansion Area.

## INTRODUCTION & GEOGRAPHIC CONTEXT

Ensley Redevelopment Area represents one of multiple unincorporated districts of Escambia County and contains 32 platted neighborhoods, including: Chemwood, Hope Manor, Calvert Oaks, Airway Oaks and Mazurek Plantation. The 456-year-old city of Pensacola, around which Escambia County developed, is the closest urban entity to Ensley, and the westernmost city of the Florida Panhandle (Fig. 1.1), the location of a large U.S. naval air station, and a tourist destination for residents of Louisiana, Alabama, and Mississippi. Pensacola's long and rich history as a trading center occupied by settlers under no fewer than five different flags since the 1550s and its unique white sand beaches have made the city today a popular destination for tourists, which the city capitalizes on by way of its numerous festivals year-round that draw visitors from all areas within Pensacola's vicinity. Although not a particularly large economic draw, Pensacola's visitors traveling south on U.S. Highway 29 pass through Ensley on the way to Pensacola and Escambia County's beaches.



FIGURE 1.1: MAP SHOWING ESCAMBIA COUNTY'S LOCATION IN FLORIDA. ESCAMBIA COUNTY GIS

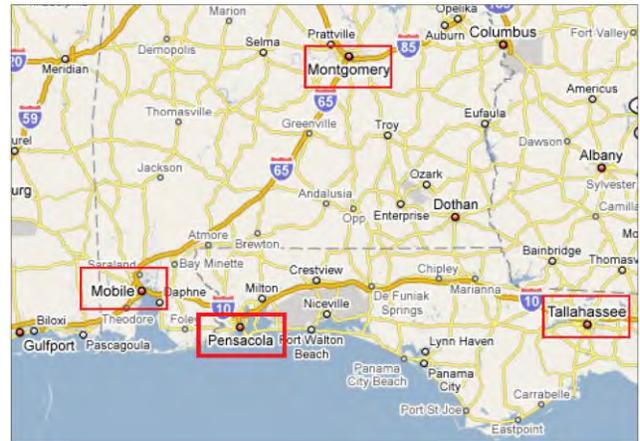


FIGURE 1.2 PENSACOLA'S REGIONAL CONTEXT. GOOGLE MAPS

The southern part of Escambia County is served by Interstate 10 and the Interstate 110 spur that leads south to downtown Pensacola. This metro area is 50 miles east of Mobile, Alabama, 200 miles west of Tallahassee, and 165 miles south of Montgomery, Alabama—the three largest cities in the vicinity of Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola Regional Airport.

As elsewhere in the Florida Panhandle, Escambia County's overall growth in the postwar period has been significantly aided by tourism, even while naval and air force operations continue to support and define much of the character of the Panhandle coast. While the beaches and historic downtowns have prospered, many other areas, particularly in the unincorporated parts of the county, have started to face challenges in economic and residential growth. In 1995, Escambia County established a community redevelopment agency in order to provide direction for urban revitalization and future growth. Since then, a total of nine redevelopment areas were designated for unincorporated parts of the county, including Ensley. These redevelopment areas focus on historic urban residential and commercial centers in Escambia County.

## REDEVELOPMENT AREA BOUNDARY

The Ensley Redevelopment Area (Fig. 1.3) is bounded by E. Nine Mile Road to the north, Alabama and Gulf Coast Railroad to the west, Interstate 10 to the south along the east side of the industrial subdivision at Sears Boulevard, Olive Road to the south and Cody Lane/Jernigan Road to the east. The total area comprises 2,437.49 acres and is composed of more than 32 neighborhoods.

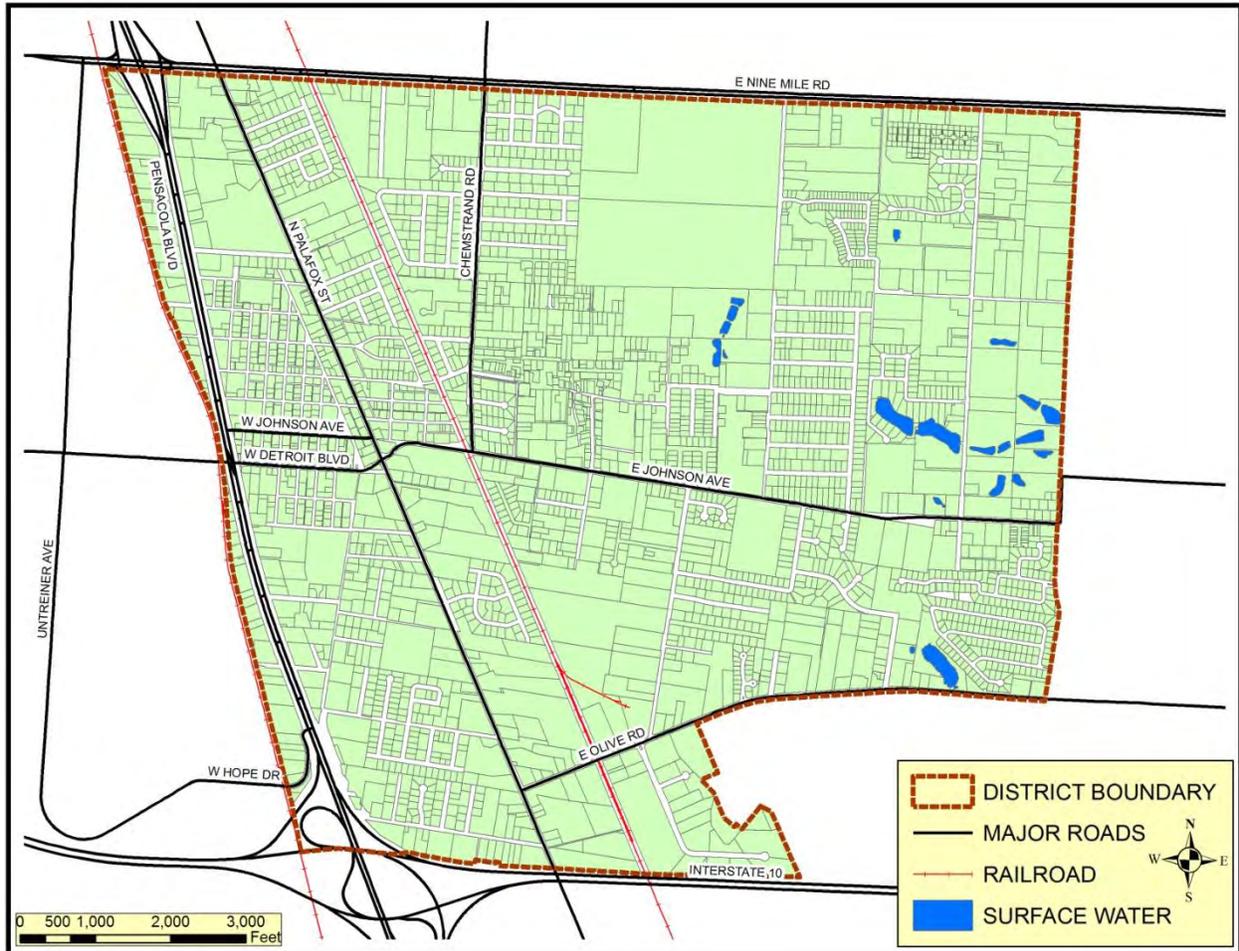


FIG. 1.3: ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

As one of Escambia County's nine community redevelopment areas, Ensley is situated immediately north of the Oakfield CRA (below Interstate 10) and approximately 4.5 miles south of the Cantonment CRA (Fig. 1.4). The remaining county CRA redevelopment areas are situated further south, located to west of the City of Pensacola.

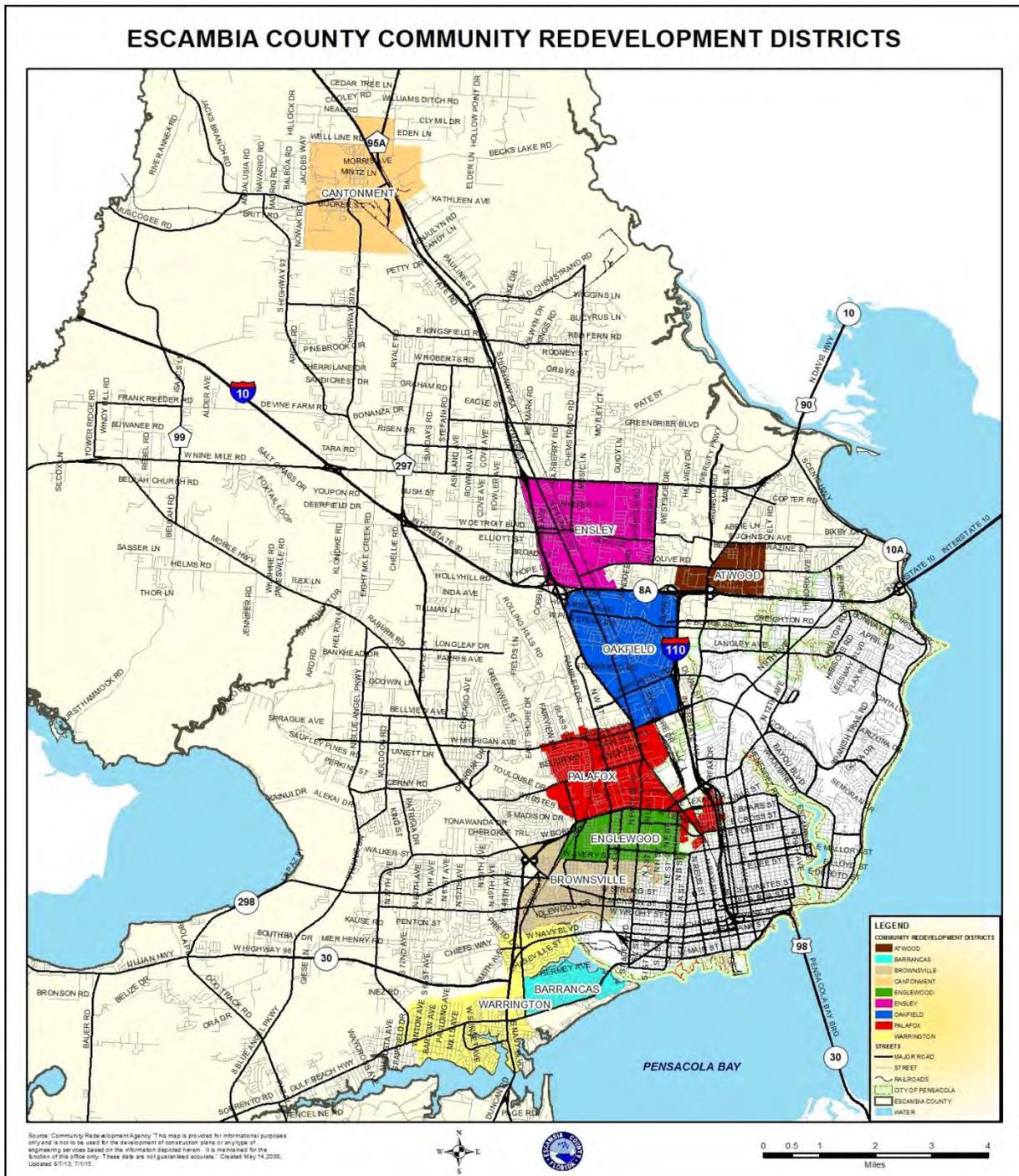


FIG. 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT AREAS. ESCAMBIA COUNTY GIS

## CHAPTER 2: INVENTORY AND ANALYSIS

### EXISTING LAND USE

The Ensley Redevelopment Area is composed of 2,959 parcels across 2,069 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 53% of total land use), **Commercial** (approximately 15%), **Vacant** (approximately 13%), **Industrial** (approximately 4%), and **Institutional** (approximately 3%). Other land uses, such as: conservation, parks, public properties and utilities comprise the remaining 11% of land uses identified in the Redevelopment Area. A more detailed description of these land uses follows below.

Land Use Type	Acreage	Percent
Residential	1099.21	53.13%
Single-Family Detached	879.26	42.50%
Single-Family Attached	23.87	1.15%
Multi-Family Residential	22.13	1.07%
Mobile Home Park	22.95	1.11%
Mobile Home	151	7.30%
Commercial	305.85	14.78%
Industrial	85.01	4.11%
Institutional	68.7	3.32%
Conservation	12.14	0.59%
Parks	88.42	4.27%
Public	82.02	3.96%
Utilities	49.72	2.40%
Vacant/Undeveloped	277.94	13.43%
<b>Total</b>	<b>2,069.01</b>	<b>100%</b>

TABLE 2.1: EXISTING LAND USES IN THE REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

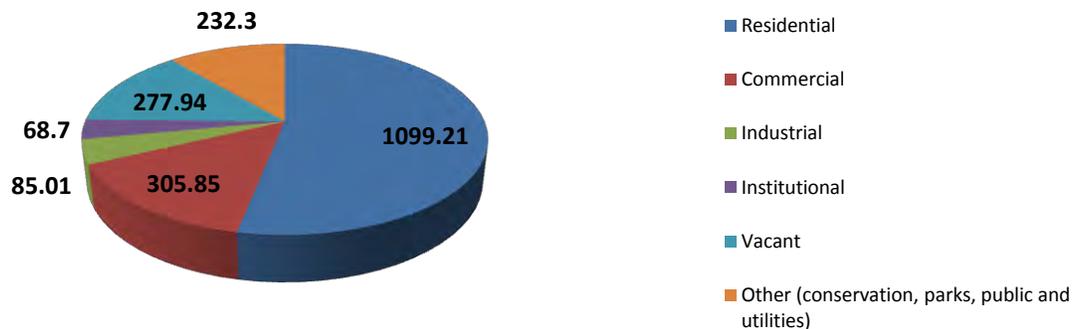


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

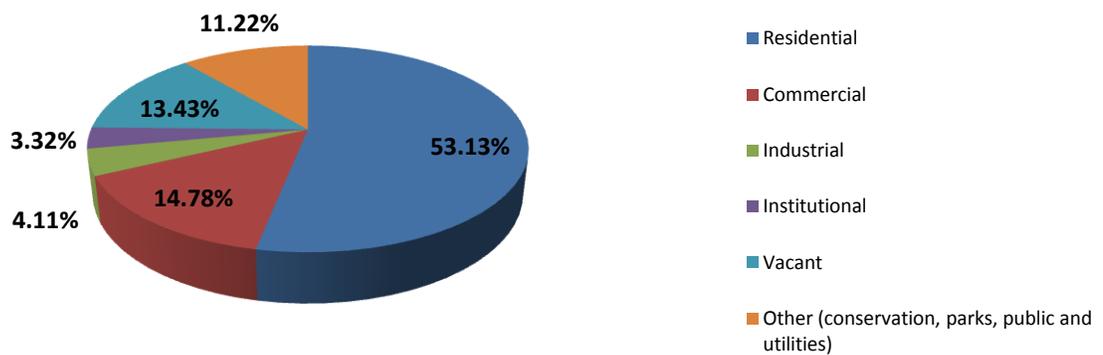


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENTAGE OF TOTAL ACRES. ESCAMBIA COUNTY GIS

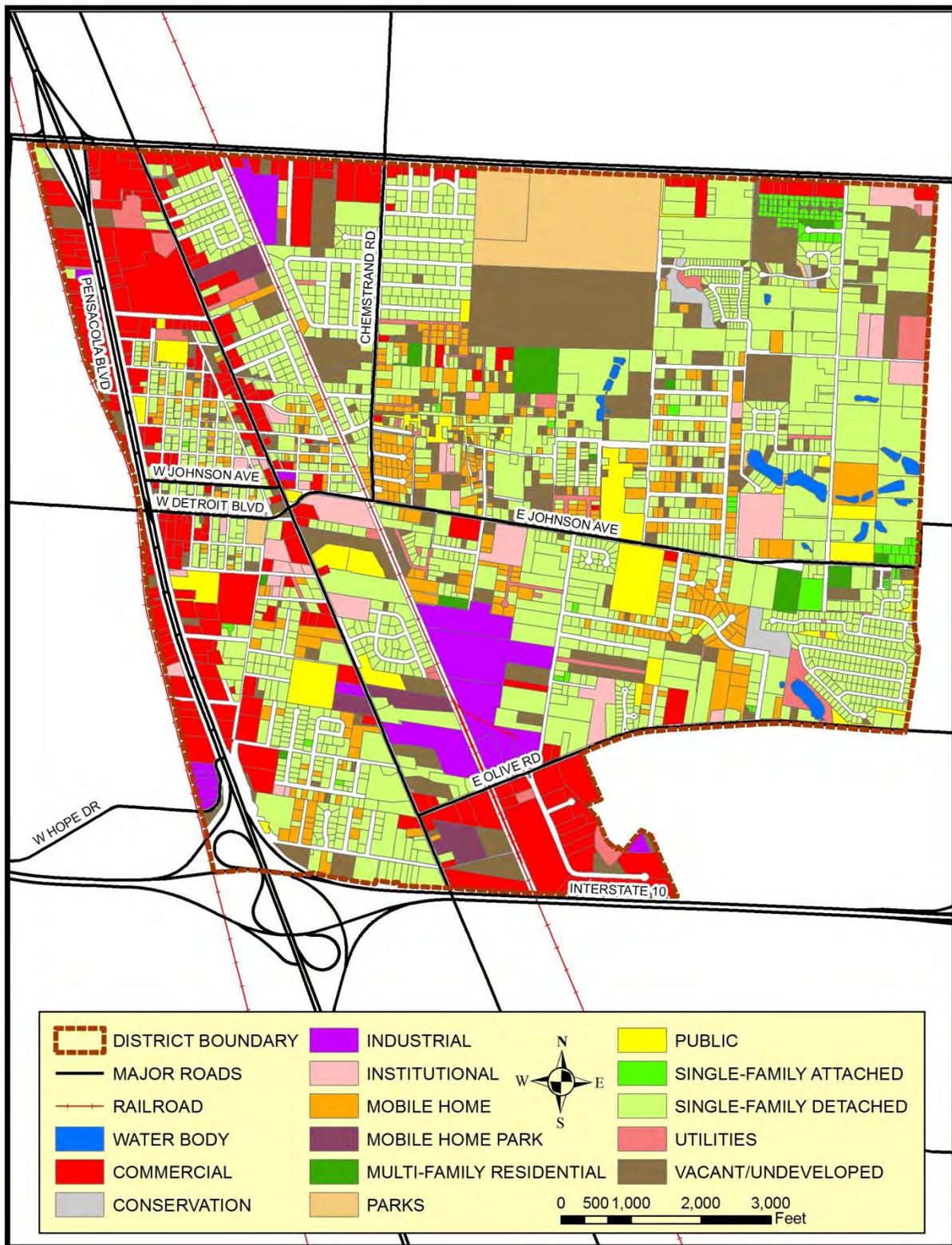


FIGURE 2.3: EXISTING LAND USE IN THE ENSLEY REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

## RESIDENTIAL

Of the 1,099.21 acres of residential land, single-family homes account for 903.13 acres, or 43.65% of the total residential acreage of the Redevelopment Area. Single-family residential uses account for a total of 1,792 parcels, or 60.56% of the total number of parcels in the Redevelopment Area. This is by far the most dominant land use type in the Redevelopment Area. Comprising 151 acres (7.3% of the district), mobile homes on individual parcels are the second most common residential use in Ensley.

At a much smaller fraction of residential land use are the other residential types – multi-family (22.13 acres over 16 parcels) and mobile home parks (2.9 acres over 4 parcels). Their combined share of acreage is approximately 2.18% of the residential acreage of the Redevelopment Area.



RESIDENTIAL HOMES, ENSLEY REDEVELOPMENT AREA. PHOTO CREDIT: CRA STAFF

## COMMERCIAL

The second-largest land use contingent occupies 305.85 acres, or 14.78% of the total Redevelopment Area acreage, covering 254 parcels. These uses are located primarily along the commercially-oriented U.S. Highway 29, E. Nine Mile Road, N. Palafox Street corridors. Smaller concentrations of commercial uses are also found along E. Olive Road and E. Johnson Avenue.

Ensley's two major commercial corridors (U.S. Highway 29 and E. Nine Mile Road) are vibrant and well-travelled. Big Box stores are highly-visible and anchor local shopping centers. Unique local restaurants, shops and services round out the commercial offerings along the corridors. North Palafox Street also is a mixed-commercial corridor that is primarily dominated by automotive sales, repair, and parts mixed with scattered institutional and residential uses.

In Ensley, commercial uses are generally stable with many local businesses remaining in place for generations. Ensley's geographic location north of Pensacola serves both the suburban clientele of those who consider themselves living in 'North Pensacola' as well as the more rural residents who live in Gonzalez, Cantonment, Quintette and Molino. Escambia County's rural residents are likely to shop in Ensley as it is the northern most commercial area in the county and it is more convenient for those living in north Escambia to travel to Ensley rather than driving further south into Pensacola.

Sears Boulevard is a concentration of light industrial commercial companies: Sears Parts Direct, Golden Flake Snack Foods, Logistic Services International, Gulf Ice Systems, GraniteWorx Pensacola, American Tire Distributors, and Stone Age Custom Flooring.



COMMERCIAL USES, ENSLEY CRA. PHOTO CREDIT: GOOGLE MAPS

### VACANT USES

As a testament to the redevelopment potential of the area, Ensley’s third largest land use category is vacant or undeveloped land. Approximately 13.43% of the redevelopment area consisting of 277.94 acres across 344 parcels is undeveloped. In Ensley, most of the vacant properties are smaller in size and scattered throughout the Redevelopment Area.

Vacant structures and abandoned lots are strong indicators of economic distress and lead to deterioration of the physical environment and are detrimental to the investment image of the community. The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Vacant parcels of considerable size can be assembled to support significant adaptive reuse of underutilized and deteriorating buildings.

The largest undeveloped parcel in the Redevelopment Area is 69.46 acres and is presently in the initial stages of development approval. The owner-developer of the site is seeking to develop the site with 70 single family lots and nearly 500 apartment units.



VACANT PROPERTIES, ENSLEY CRA. PHOTO CREDIT: GOOGLE MAPS

### PARKS, PUBLIC USES AND UTILITIES

The fourth largest use in the Redevelopment Area is parks, public uses and utilities. Public uses in Ensley, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as schools, stormwater detention areas, and government buildings like the Escambia County Health Department’s Northside Service Center located on N. Palafox Street. Public uses consist of 36 parcels, spanning 82.02 acres, representing 11.22% of the Redevelopment Area.

The Ensley Redevelopment Area has two parks. John R. Jones Jr. Athletic Park is an 80+ acre park with 12 youth baseball fields, a football field, covered pavilion, playground, security lights and picnic area. Partnerships with the Youth Association of Northeast Pensacola and the Ensley Chiefs Football Association provide sports programming for the young athletes in the Ensley area. This facility is also home to the Adult Softball Complex which has four 300-foot fields with 12-foot fences and covered dugouts. Old Ensley School Park is a 1.5 acre neighborhood park with a covered pavilion, playground, walking path, security lights, benches, grills and a picnic area.



JOHN R. JONES JR. ATHLETIC PARK, ENSLEY CRA. PHOTO CREDIT: CRA STAFF

## **INDUSTRIAL**

Industrial uses make up a small portion (4.11%) of the Redevelopment Area. Nearly all of the industrial land uses in Ensley are located along the one of the two rail corridors that run through the Redevelopment Area. The largest groupings of industrial parcels in Ensley are located north of Olive Road and are associated with development of construction and building materials. Argos, USA located at 100 E. Olive Road provides ready mix cement products to the greater Pensacola area. Bonsal American, located at 150 E. Olive Road is a supplier of aggregates, asphalt, ready mixed concrete and construction and paving services.



**INDUSTRIAL PROPERTIES, ENSLEY CRA.** PHOTO CREDIT: GOOGLE MAPS



### **INSTITUTIONAL**

Institutional use in the Redevelopment Area occupies only 68.7 acres, which is 3.32% of the land of the Redevelopment Area. This land use category has a total of 36 parcels, which represents 1.22% of total parcels of the Redevelopment Area. Institutional uses are generally churches or church-owned properties.



**INSTITUTIONAL USES, ENSLEY CRA.** PHOTO CREDIT: GOOGLE MAPS



### **CONSERVATION**

Conservation land represents the smallest land use category with only 12.14 acres (0.59%) of the Redevelopment Area. The conservation designation is given to lands with high environmental sensitivity to development. Protected wetlands are often in this category.

## FUTURE LAND USE & COMPREHENSIVE PLAN

The Escambia County Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the County. It also corresponds with the County's future land use map (Fig. 2.4) that identifies almost all of the Ensley Redevelopment Area as a candidate for mixed-use urban redevelopment with strip commercial and industrial development along established corridors.

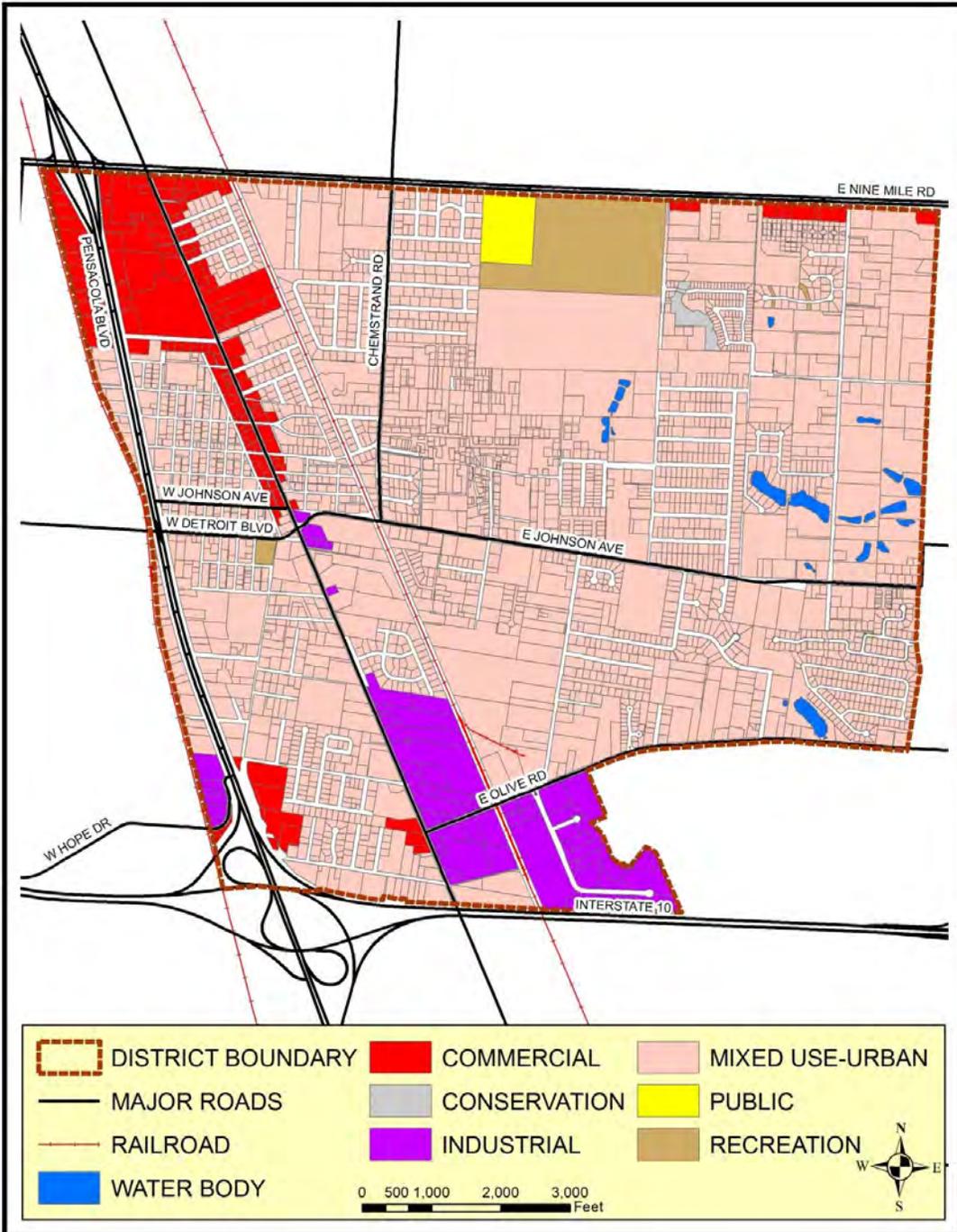


FIGURE 2.4: FUTURE LAND USE IN THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

The following sections are excerpts from the Goals, Policies and Objectives of the Escambia County Comprehensive Plan. These goals, policies and objectives have a direct impact on the Ensley Redevelopment Area and are included below:

## **Chapter 7: Future Land Use Element**

### **GOAL FLU 1 FUTURE DEVELOPMENT PATTERN**

Escambia County shall implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

#### **OBJECTIVE FLU 1.1 Growth Strategies**

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

#### **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.

**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 in the Ensley Redevelopment Area are listed below:

##### *1. Mixed-Use Urban (MU-U)*

**General Description:** Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

**Range of Allowable Uses:** Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

**Standards:** Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), and Non-Residential Maximum Intensity: 2.0 FAR. Escambia County intends to achieve the following mix of land uses for new development within a ¼ of mile arterial roadways or transit corridors by 2030: Residential – 8% to 25%, Public/Recreation/Institutional – 5% to 20%, Non-Residential: Retail/Service – 30% to 50%, Office – 25% to 50%, and Light Industrial – 5% to 10%. In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: Residential – 70% to 85%, Public/Recreation/ Institutional – 10% to 25%, and Non-Residential – 5% to 10%.

##### *2. Commercial (C)*

**General Description:** Indented for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

**Range of Allowable Uses:** Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

**Standards:** Residential Minimum Density: None, Residential Maximum Density: 25 du/acre, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 1.0 FAR

### 3. Industrial (I)

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses: Light to Intensive Industrial, Ancillary Retail and Office. No new residential development is allowed.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 1.0 FAR

### 4. Recreation (REC)

General Description: Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

Range of Allowable Uses: Active and passive recreation activities and amenities, Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, Meeting halls and the like. No new residential development is allowed.

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Non-Residential Intensity: 0.5 FAR

### 5. Public (P)

General Description: Provides for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies.

Range of Allowable Uses: Public Parks, Local, Regional, State or Federal Facilities, Public structures or lands, and Quasi-public Facilities providing public services

Standards: Residential Minimum Density: None, Residential Maximum Density: None, Non-Residential Minimum Intensity: None, Non-Residential Intensity: None

#### OBJECTIVE FLU 1.4 Protect Existing Communities

Escambia County shall protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

POLICY FLU 1.4.1 Nonconformity Escambia County shall prohibit expansion of nonconforming land uses or structures within the County. The LDC shall restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

POLICY FLU 1.4.2 Code Enforcement Escambia County shall conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations.

#### OBJECTIVE FLU 1.5 Sustainable Development

Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land patterns.

POLICY FLU 1.5.1 New Development and Redevelopment in Built Areas To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

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.

## **GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

Escambia County shall promote urban strategies for compact development, efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies shall include infill development, mixed-use development and coordinated land use and transportation planning.

### OBJECTIVE FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICY FLU 2.1.1 Infrastructure Capacities Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

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

### OBJECTIVE FLU 2.3 Infill Development

Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

POLICY FLU 2.3.1 Area Designation The Englewood and Brownsville Redevelopment Areas, as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Section 163.2514(2), Florida Statutes. The County shall pursue similar designation for the remaining adopted redevelopment areas.

POLICY FLU 2.3.2 Community Redevelopment Areas Escambia County shall use its fiscal resources to encourage infill residential, commercial and public development, particularly in the Community Redevelopment Areas.

### OBJECTIVE FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the 1995 Community Redevelopment Strategy, as may be updated from time to time.

POLICY FLU 2.4.1 Strategy The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans.

POLICY FLU 2.4.2 Block Grants Escambia County shall direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) shall be met.

## **Chapter 8: Mobility Element**

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

### **GOAL MOB 1 TRANSPORTATION**

Escambia County shall provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

#### **OBJECTIVE MOB 1.1 Transportation System**

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICY MOB 1.1.3 Non-motorized Transportation All new public road construction projects in urban areas or community redevelopment areas shall accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

POLICY MOB 1.1.11 Required Bicycle and Pedestrian Facilities Escambia County will encourage through private/public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the "Transportation Alternative" Plan) to provide connectivity and utility for existing sidewalks in the vicinity of the development.

POLICY MOB 1.1.12 Coordination with School District and Sidewalk Planning Participation Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities. Escambia County will also seek public input from citizens, the Escambia County School District, and the development community regarding sidewalk needs and priorities.

#### OBJECTIVE MOB 1.2 Transportation and Land Use

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

POLICY MOB 1.2.2 Non-motorized Transportation Facilities Escambia County will provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

#### **GOAL MOB 2 TRANSIT**

Escambia County shall encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, is environmentally sound, and promotes economic opportunity and energy conservation.

#### OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT's operating ratio.

POLICY MOB 2.2.1 Route Modernization ECAT shall modernize service from the existing radial route system into a modified grid system to improve efficiency.

POLICY MOB 2.2.2 Service Area Adjustments ECAT shall realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower use areas in order to provide more efficient service to more riders at comparable cost.

### **Chapter 9: Housing Element**

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

#### GOAL HOU 1 Provision of Housing

Escambia County shall provide safe, sanitary and affordable housing for the current and future residents of the County.

#### OBJECTIVE HOU 1.1 Housing Delivery Process

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.

POLICY HOU 1.1.1 Residential Areas The Escambia County Future Land Use Map (FLUM) and Zoning maps shall identify areas suitable for residential development and/or redevelopment.

OBJECTIVE HOU 1.2 Affordable Housing

Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.

POLICY HOU 1.2.1 Definition Escambia County shall define affordable housing as housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the amount that represents the percentage of the median adjusted gross annual income for the households in Florida Statutes as amended.

POLICY HOU 1.2.2 Location Escambia County shall allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

POLICY HOU 1.2.3 Development Types Escambia County shall promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

POLICY HOU 1.2.4 Mobile or Manufactured Home Location Escambia County will encourage the use of modular homes, mobile, and manufactured as a type of housing as defined by Florida Statutes within the appropriate zoning and FLU categories.

OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

OBJECTIVE HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICY HOU 1.5.1 Grants Escambia County will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

POLICY HOU 1.5.2 County Policy Escambia County will utilize its "Relocation Policy" that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJECTIVE HOU 1.6 Housing Programs

Continue implementation of critical housing programs. Implementation will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit, and technical assistance providers.

POLICY HOU 1.6.1 Program Information Escambia County will continue its housing outreach program to assure dissemination of housing information.

POLICY HOU 1.6.2 Non-discrimination Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County's population.

POLICY HOU 1.6.3 Low-Interest Mortgage Loans Escambia County will cooperate with appropriate local, state and federal agencies to facilitate bond-backed low- interest mortgage loans for homes purchase by qualified individuals or families.

POLICY HOU 1.6.4 Housing Finance Authority Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

POLICY HOU 1.6.5 State and Federal Assistance Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.

POLICY HOU 1.6.6 Neighborhood Enterprise Division Escambia County will provide assistance, through NED, to provide affordable homeownership opportunities for moderate, low, and very low income homebuyers.

POLICY HOU 1.6.7 SHIP Fund Initiatives Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida Statutes.

## **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.

### **GOAL INF 1 WASTEWATER**

Escambia County shall ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

#### **OBJECTIVE INF 1.1 Provision of Wastewater Service**

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 1.1.1 Service Agreements Wastewater service shall be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and the Emerald Coast Utility Authority (ECUA), the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

POLICY INF 1.1.2 Provider Consistency with Plan Escambia County will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan.

POLICY INF 1.1.4 Required Septic Tank Retirement Escambia County shall, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e., septic tank) users to connect to an available central sewer system within the times prescribed by Section 381.00655, Florida Statutes. Sewer availability shall also be as defined in Florida Statutes.

POLICY INF 1.1.5 Coordination on System Expansions Escambia County will coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

### GOAL INF 3 STORMWATER MANAGEMENT

Escambia County shall ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

#### OBJECTIVE INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 3.1.2 County System Improvements Escambia County shall continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

## **Chapter 13 Recreation and Open Space Element**

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways.

## LAND DEVELOPMENT REGULATIONS

Ensley’s land is divided into seven zoning categories. Three primary zoning categories are represented in the Ensley Redevelopment Area – residential, heavy commercial/light industrial and recreation. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying 64.76% of the total acreage, heavy commercial/light industrial occupying 28.63%, and recreation representing 4.18% (Table 2.2). Ensley’s zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	Percent
HDMU	924.96	44.54%
MDR	419.95	20.22%
HC/LI	594.59	28.63%
Commercial	41.43	1.99%
Industrial	3.60	0.17%
Recreation	86.86	4.18%
Conservation	5.39	0.26%
<b>Total</b>	<b>2,076.78</b>	<b>100%</b>

TABLE 2.2: DISTRIBUTION OF ZONING CATEGORIES. ESCAMBIA COUNTY GIS

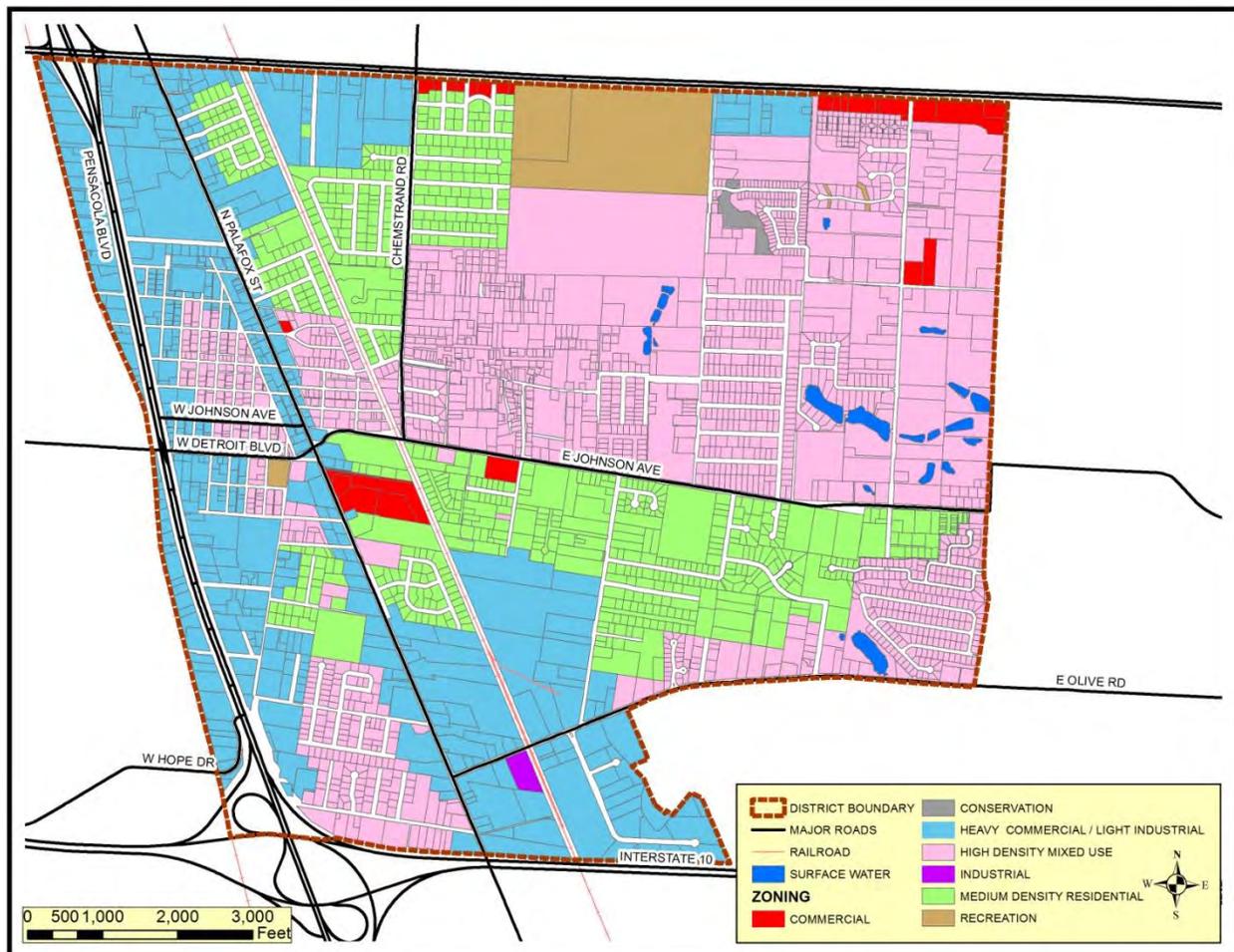


FIGURE 2.5: ZONING CATEGORIES IN THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

**Medium Density Residential district (MDR):** The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

**High Density Mixed-use district (HDMU):** The High Density Mixed-use district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

**Commercial district (Com):** The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

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

**Industrial district (Ind):** The Industrial district establishes appropriate areas and land use regulations for a broad range of industrial uses. The primary intent of the district is to accommodate general assembly, outdoor storage, warehousing and distribution, major repair and services, manufacturing, salvage and other such uses and activities that contribute to a diverse economic base but cannot satisfy the compatibility requirements and higher performance standards of other districts. The Industrial district is also intended to provide appropriate locations and standards that minimize dangers to populations and the environment from heavy industrial activities, and to preserve industrial lands for the continuation and expansion of industrial production. Non-industrial uses within the district are limited to ensure the preservation of adequate areas for industrial activities. New or expanded residential development is generally prohibited.

**Recreation district (Rec):** The Recreation district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily

incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

**Conservation district (Con):** The Conservation district establishes appropriate areas and land use regulations for the conservation of important natural resources. The primary intent of the district is to conserve wetlands, marshes, watersheds, coastal dunes, wildlife habitats and other environmentally sensitive lands, but allow for passive recreational opportunities and amenities consistent with the Conservation future land use category. Non-conservation uses are severely limited to ensure the conservation of district resources and provision of appropriate areas for public recreation. Non-residential uses within the Conservation district are limited to activities that will have minimal impacts and where the educational benefits of the uses are determined to outweigh those impacts.

As shown on the zoning map, in the Ensley Redevelopment Area, these zoning categories are placed within contiguous districts. The high contiguity of the different zoning districts will help in creating distinct neighborhoods in Ensley whose character will be tied closely to the allowances of each zoning category.

## PARCEL SIZE

The size of parcels (Fig. 2.6) has a significant impact on redevelopment potential for any proposed project. Typically, older subdivision plats and commercial properties may be too small for redevelopment and may exhibit non-conformance with current zoning codes.

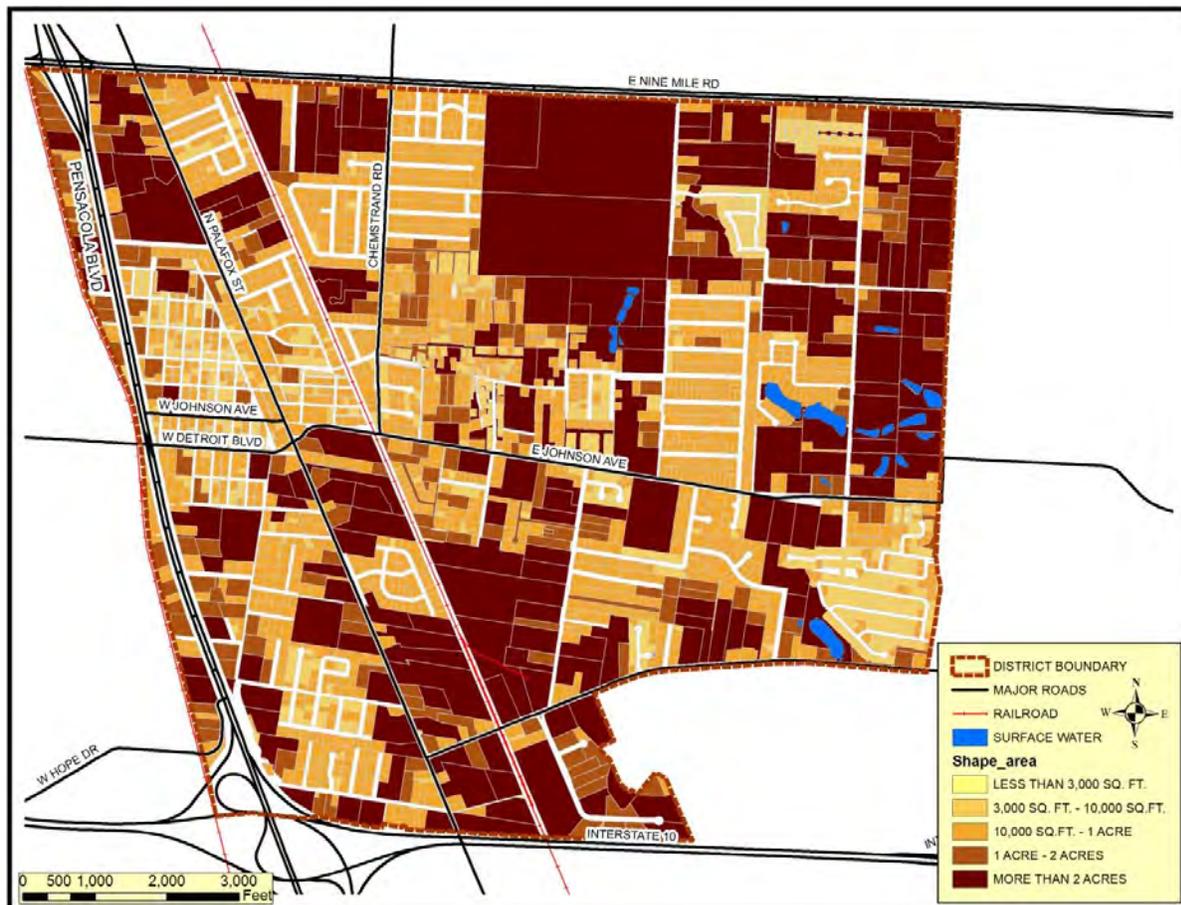


FIGURE 2.6: PARCEL SIZE IN THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority (55%) of parcels in Ensley are between 10,000 square feet to 1 acre (43,560 square feet) in size. The next most common parcel sizes in Ensley are lots that are between 3,000 to 9,000 square feet – representing nearly 31% of the Redevelopment Area.

Parcel Size	Count	Percent
< 3,000 square feet	46	1.55
3,000 – 9,999 square feet	906	30.66
10,000 square feet – 1 acre	1,635	55.26
1-2 acres	189	6.39
> 2 acres	183	6.18
<b>Total</b>	<b>2,959</b>	<b>100</b>

TABLE 2.5: DISTRIBUTION OF PARCEL SIZE. ESCAMBIA COUNTY GIS

Inadequate parcel size may become a significant deterrent for redevelopment efforts. The smaller properties are often limited by their size in relation to parking and setback requirements, stormwater retention standards, landscaping requirements, and other land development regulations. In addition, contemporary development trends favor larger sites for redevelopment as it offers the flexibility to provide a variety of uses and a mix of activities. It also reduces the complexities involved with assembly of smaller parcels to support large scale redevelopment projects.

## HOUSING CONDITION

Housing condition in the Redevelopment Area is in many areas dilapidated or vacant and the distribution of substandard housing is scattered across the entire Redevelopment Area (Fig. 2.7), while the neighborhoods of Tower Terrace, Hope Manor and Shady Oaks contain a relatively higher concentration of poor quality housing compared to the rest of Ensley.

CRA staff conducted a neighborhood housing survey throughout the Ensley Redevelopment Area. Houses were evaluated based upon the following established conditions criteria:

1. **Excellent condition** – None or very minor repair required.
2. **Good condition** – Possibly requiring paint. There may be evidence of aging. No structural repair necessary.
3. **Fair condition** – Repair or rehabilitation is required. Shingles may be curling. There may be evidence of the need for energy improvements. Roofing may be required as well.
4. **Poor condition** – Obvious structural damage exists. The Entire structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.
5. **Dilapidated condition** – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 1,908 houses in Ensley, over 25% are in either poor or dilapidated condition. Another quarter (27%) of the housing stock is in fair condition. On the east side of Ensley, new subdivisions of housing in excellent condition are located in close proximity to depressed housing stock.

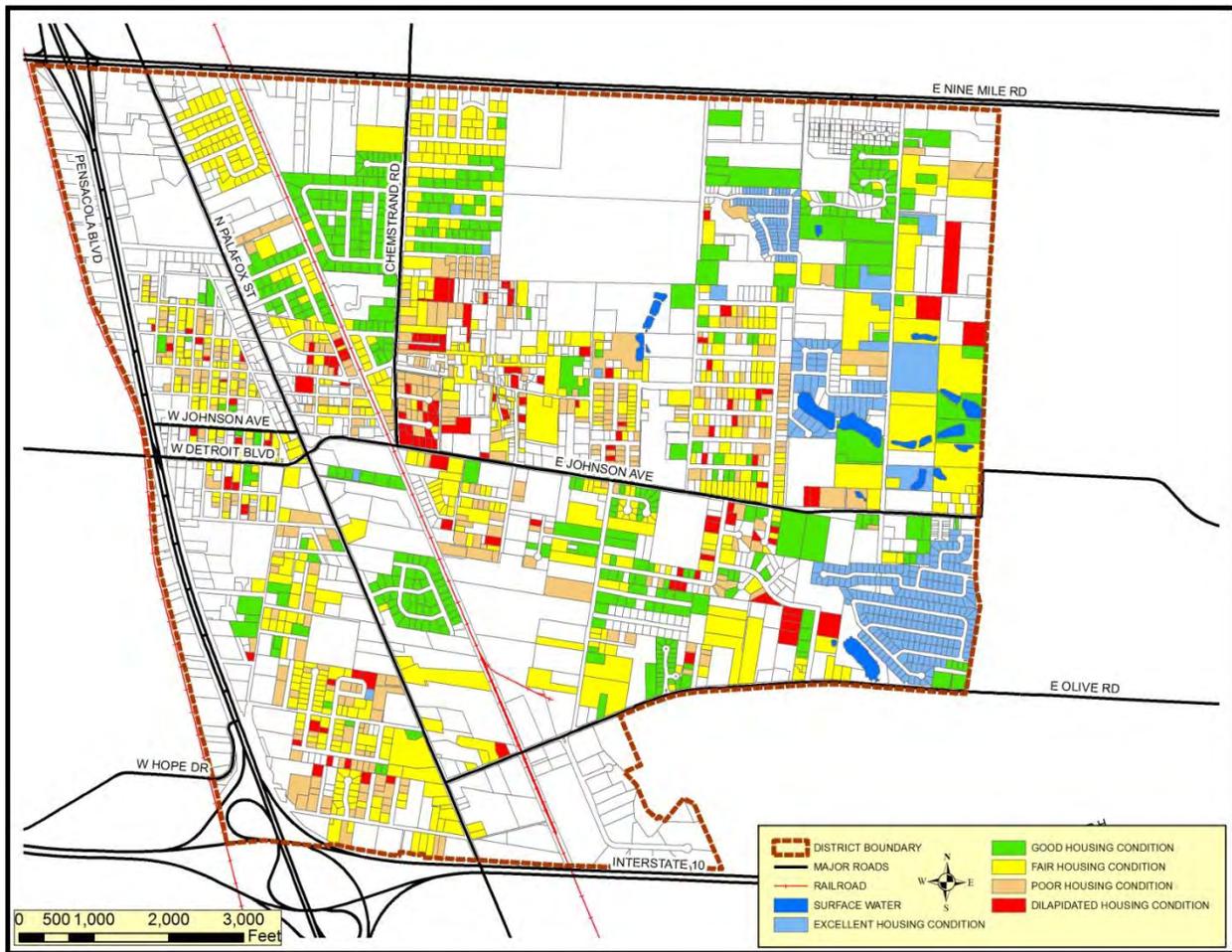


FIGURE 2.7: HOUSING CONDITIONS IN THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

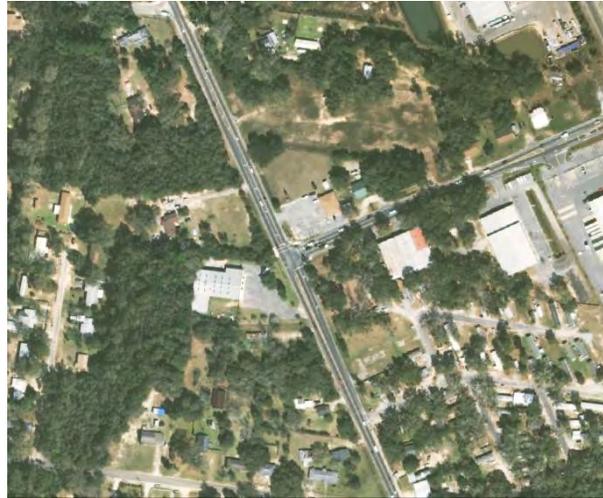
## TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through Ensley’s commercial corridors is logical and efficiently planned. U.S. Highway 29 intersects E. Nine Mile Road as a grade-separated interchange that keeps the north-south flow of traffic unhindered. North Palafox Street serves as an alternate north-south passage and E. Johnson Avenue and E. Olive Road provide the primary east-west access through the residential and lesser commercial areas of the redevelopment area. Efficient north-south connection through the central residential area is impeded by the railroad track bisecting the redevelopment area running parallel to N. Palafox Street.

Ensley doesn’t have much of a traditional city-like street grid, with only the area south of Caro Street and north of Jones Street between U.S. Highway 29 and N. Palafox Street having this traditional interconnected street layout. The remainder of the redevelopment district is either served by high-capacity commercial corridors or an inefficient suburban layout unconnected to neighboring residential areas.

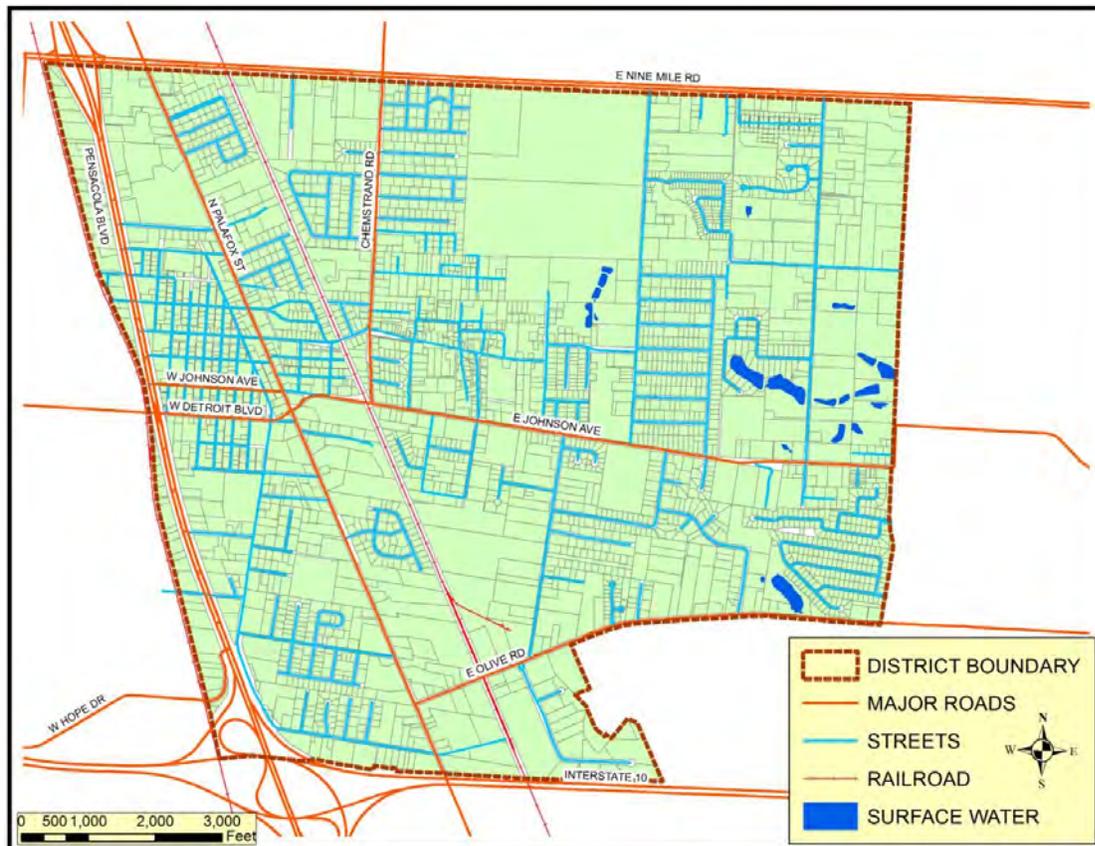
A new east-west extension of Camden Road to Airway Drive was proposed by a developer of the approximate 69-acre parcel located south of John R. Jones Jr. Athletic Park. This new road connection was largely opposed by nearby residents attending the Envision Ensley workshops who expressed concern about high volumes of traffic on narrow residential roads and the general traffic impact in an already congested area. At the time of this plan, the County was still working with the developer and local residents to find an amenable solution.

A major improvement to U.S. Highway 29 from Interstate-10 north of E. Nine Mile Road will increase road capacity from four lanes to six. Sidewalks, bike lanes, drainage and other safety improvements will be incorporated into the project. This road improvement has a completed design and is funded as a Florida Department of Transportation Committed Strategic Intermodal System project for fiscal year 2017-2021.



**INTERSECTION OF U.S. HIGHWAY 29 AND E. NINE MILE ROAD & INTERSECTION OF N. PALAFOX STREET & E. NINE MILE ROAD  
ESCAMBIA COUNTY GIS**

**INTERSECTION OF N. PALAFOX STREET AND E. OLIVE ROAD  
ESCAMBIA COUNTY GIS**



**FIGURE 2.8: VEHICULAR CIRCULATION IN THE ENSLEY REDEVELOPMENT AREA ESCAMBIA COUNTY GIS**

## PEDESTRIAN CIRCULATION

Pedestrian circulation in Ensley is deficient. With the exception of two subdivisions (Crystal Wells and Crestwood), Ensley does not have an interconnected sidewalk network other than improvements made to E. Johnson Avenue east and west of N. Palafox Street and along the length of Airway Drive. The sidewalk on E. Johnson Avenue extends on both side of the road from N. Palafox St. east to Briese Lane.

The planned road widening of U.S. Highway 29 will include bike lanes and sidewalks throughout the length of this heavily-travelled corridor in the Redevelopment Area.

A corridor management plan for N. Palafox Street was completed in 2015. Planned (but currently unfunded) improvements to N. Palafox Street include sidewalks and bike lanes.

With the funded and planned improvements in the Ensley Redevelopment Area, north-south pedestrian circulation will be vastly improved. East-west circulation still requires further enhancement.

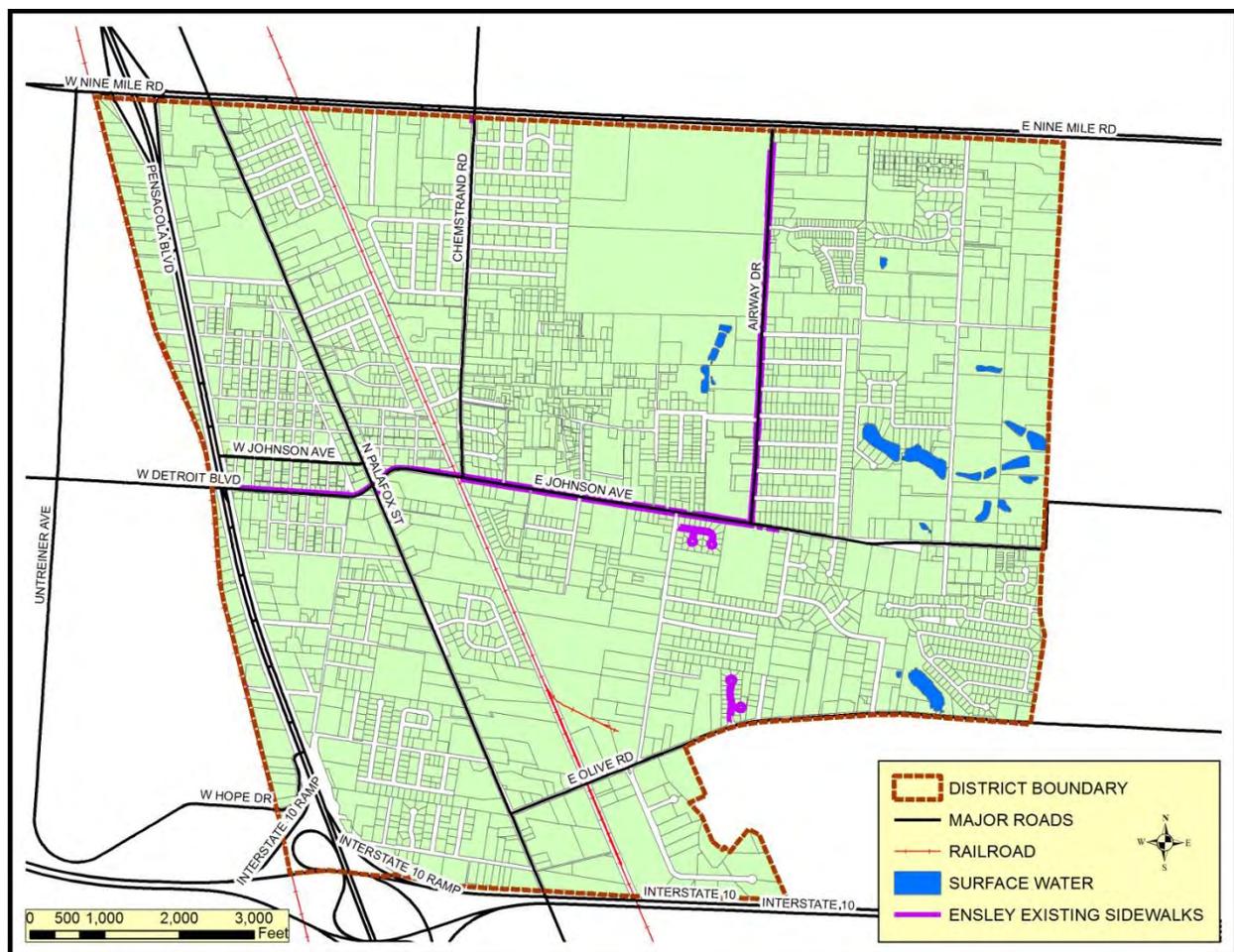


FIGURE 2.9: SIDEWALKS IN ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

## SANITARY SEWER

The sewer network in Ensley is limited and scattered throughout the Redevelopment Area. Sewer is available in the following neighborhoods: Chemwood, Palafox Mobile Home Estates, Chrystal Wells, Airway Oaks, Legacy Oaks, Azalea Court, Serenity Townhomes, Grand Cedars Reserve, Mazurek Plantation, and The Arbors at Ensley. A

handful of residential streets not in subdivisions also have sewer: Vickie Street, and E. Johnson Avenue in the vicinity of Vickie Street, Argo Drive, E. Ensley Street, Handicare Street, Washburn Street, and Sonnyboy Lane.

Sewer service is also limited to businesses and industry in Ensley. U.S. Highway 29 north of Detroit Boulevard has sewer service covering most of both sides of the highway. E. Nine Mile Road's sewer availability is spread out in The Redevelopment Area, serving the eastern and western corners and a section in the center. The industrial subdivision on Sears Drive is fully-served by a sewer system.

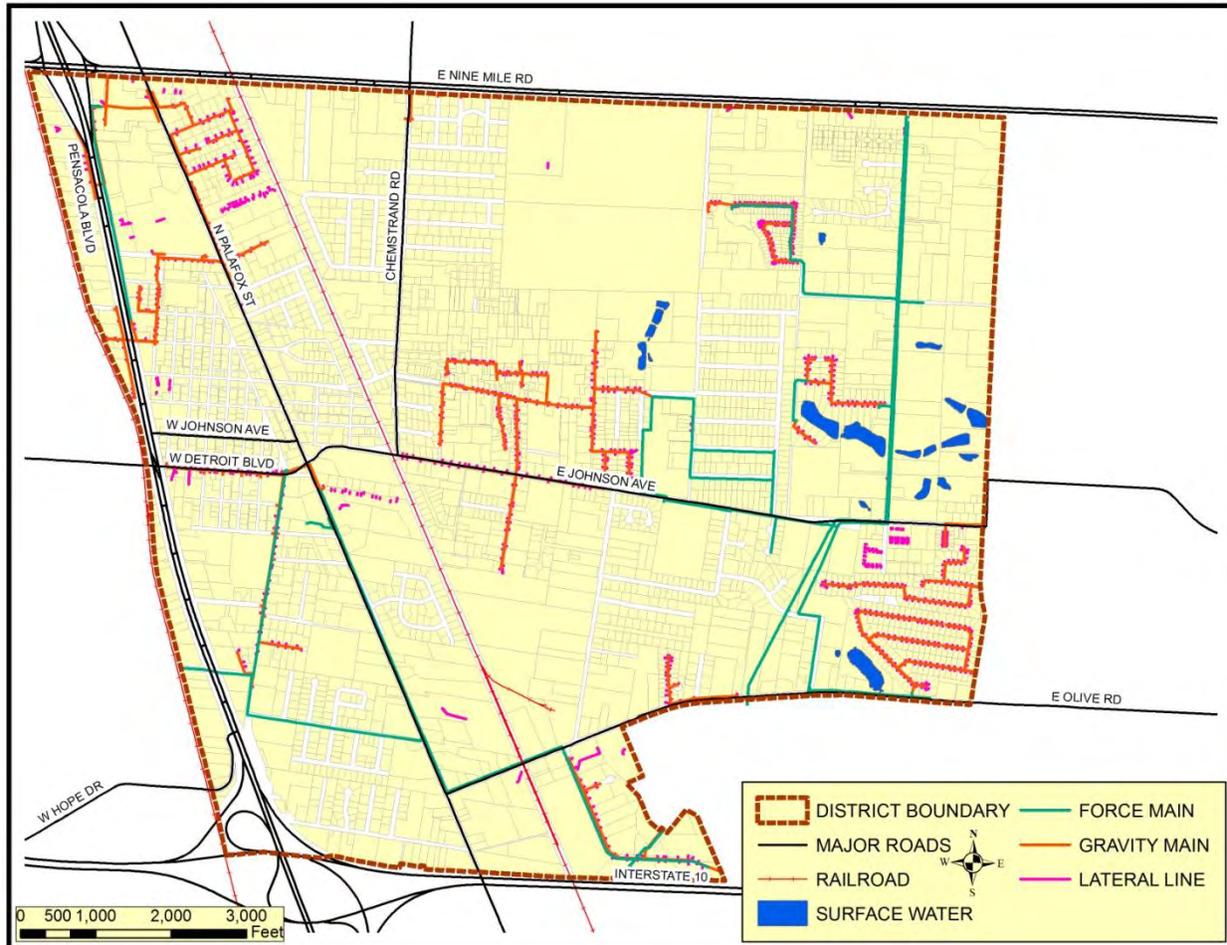


FIGURE 2.11: SEWER LINES IN THE ENSLEY REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

## DEMOGRAPHICS

This section uses data provided by Nielsen SiteReports as compiled by the Haas Center of University of West Florida to discuss the demographic, housing and economic conditions in the Ensley Redevelopment Area and compare them to the same conditions across the whole of Escambia County.

### POPULATION

Ensley's population has been very stable over the past fourteen years and is expected to remain so in the near future. The 2000 Census identified 5,947 residents and 5,811 residents in 2010. Estimated population in 2014 was 5,837. Projected population in 2019 is 5,940. Population in the Redevelopment Area declined 2.30% from 2000-2010, but increased 0.45% from 2010-2014. Ensley is expected to grow 1.77% from 2014-2019.

The Ensley Redevelopment Area is growing at a much slower pace than the county as a whole. In the period from 2000-2010, Escambia County grew 1.09%. Population grew faster in Escambia County from 2010-2014 with a growth rate of 3.03%. Projected growth rate of the county as a whole is expected to pick up to 4.49% from 2014-2019.

POPULATION Location	2010	2014	% change from 2010	2019 (estimated)	% change from 2014
Ensley CRA	5,811	5,837	0.45%	5,940	1.77%
Escambia County	297,619	306,630	3.03%	320,397	4.49%

TABLE 2.6 POPULATION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## HOUSEHOLDS

Household data (Tables 2.7 and 2.8) are important indicators of housing demand, household characteristics, and market potential in a community. The 2010-2014 percent increase of households in Ensley (1.15%) is less than half than the rate in household growth in Escambia County (3.42%). Despite this difference, the percentage of home owners living in their homes is nearly similar when comparing Ensley to the county as a whole.

HOUSEHOLDS Location	2010	2014	% change from 2010	2019 (estimated)	% change from 2014
Ensley CRA	2,291	2,317	1.15%	2,371	2.30%
Escambia County	116,238	120,219	3.42%	125,949	4.77%

TABLE 2.7 HOUSEHOLDS. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOME OWNERSHIP RATE IN 2014	Ensley	Escambia County
% Owner-occupied	63.31%	64.78%
% Renter-occupied	36.69%	35.22%

TABLE 2.8 HOME OWNERSHIP RATES. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area's economic strength. Ensley's median household income in 2014 was \$39,640. Escambia County's median income in 2014 was \$43,533. The discrepancy in Ensley's median income is \$3,893 or 9.82% less than the County's median income.

Ensley's median owner-occupied house price in 2014 was \$109,823, compared to Escambia County's median owner-occupied house price of \$128,533. Ensley's median home price is \$18,710 (14.56%) less than the countywide average.

## ETHNIC COMPOSITION

Compared to Escambia County as a whole, the Ensley Redevelopment Area is more ethnically diverse (Table 2.9). Ensley has 17.72% fewer white and 13.38% more black or African American than the county as a whole. Although the other listed races only make-up a small percentage of the ethnic composition of Ensley, it is worthwhile to note that Ensley generally has double the percentage of the other race categories than the county's average.

ETHNIC COMPOSITION	ENSLEY CRA	ESCAMBIA COUNTY
White	50.85%	68.57%
Black or African American	36.61%	22.78%
Amer. Indian or Alaska Native	1.25%	0.85%
Asian	4.33%	2.89%
Native Hawaiian and other Pacific Islander	0.02%	0.16%
Some other race	3.27%	1.46%
Two or more races	3.67%	3.29%

TABLE 2.9: ETHNIC COMPOSITION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## AGE

Age breakdowns are comparatively similar in Ensley and Escambia County as a whole (Table 2.10). In the Ensley Redevelopment Area, 74.68% of the population is over 18 years of age while countywide the percentage is 78.4%. Comparison of the elderly population is nearly equal. Although slight, the greatest age comparison difference is in children in Ensley. Ensley has about 1.6% more young children and 2.1% more school-aged children than the county as a whole.

AGE	ENSLEY CRA	ESCAMBIA COUNTY
0-4	7.86%	6.23%
5-17	17.48%	15.36%
18-64	59.30%	62.75%
65+	15.36%	15.67%
Over 18	74.68%	78.41%

TABLE 2.10: AGE. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## EMPLOYMENT

The total working-age population of Ensley in 2014 was estimated at 4,504, of those 2,595 are employed. In 2014, unemployment rate in Ensley was 7.86%. 37.04% of the working age population of Ensley is not in the labor force. Among Ensley residents (Table 2.11), the highest percentages are employed people work in food preparation/serving (18.84%) and office/administration support (18.23%).

EMPLOYMENT	ENSLEY CRA	ESCAMBIA COUNTY
Architect/Engineer	1.73%	1.30%
Arts/Entertain/Sports	0.08%	1.66%
Building Grounds Maintenance	3.43%	5.12%
Business/Financial Operations	1.35%	3.33%
Community/Social Services	1.39%	1.65%
Computer/Mathematical	1.12%	1.27%
Construction/Extraction	4.78%	5.02%
Education/Training/Library	4.35%	5.43%
Farm/Fish/Forestry	0.23%	0.43%
Food Prep/Serving	18.84%	8.52%
Health Practitioner/Tech.	8.79%	7.60%
Healthcare Support	5.51%	2.78%
Maintenance Repair	4.59%	3.61%
Legal	0.54%	0.97%
Life/Phys/Social Science	1.35%	0.57%
Management	3.47%	8.28%
Office/Admin. Support	18.23%	15.84%
Production	0.81%	3.40%
Protective Services	1.31%	2.15%
Sales/Related	7.90%	11.82%
Personal Care/Service	5.47%	3.33%
Transportation/Moving	4.70%	5.90%

TABLE 2.11: EMPLOYMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## EDUCATION

Economic conditions in a community are often analyzed through indicators such as per capita income, median and average household incomes, employment rate, educational attainment, labor force participation, and poverty rate, but there may be correlations as well between income performance and educational attainment.

As shown in Table 2.12, in 2104, it is estimated that 30% of Ensley residents have received their high school diploma, while an additional 28% have attended college (with nearly 13% of the population attaining a Bachelor's Degree). In contrast, 16% of the Redevelopment Area adults have not completed high school.

In comparison with Ensley to the county as a whole, the difference isn't dramatic – with slightly lower educational attainment in Ensley. However, Ensley does lead the county with the percentage of adults who have a high school diploma and have attended college.

EDUCATIONAL ATTAINMENT	ENSLEY CRA (population 25+ in 2014)	ESCAMBIA COUNTY (population 25+ in 2014)
Less than 9 <sup>th</sup> grade	6.56%	4.03%
Some High School, no diploma	7.86%	8.81%
High School Graduate (or GED)	30.05%	29.00%
Some College, no degree	27.97%	24.49%
Associate Degree	9.58%	10.40%
Bachelor's Degree	12.62%	14.77%
Master's Degree	4.79%	6.33%
Professional School Degree	0.26%	1.32%
Doctorate Degree	0.34%	0.85%

TABLE 2.12: EDUCATIONAL ATTAINMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## INCOME

In 2014, residents of Ensley on average earned 19.6% less than a resident elsewhere in Escambia County. The difference in median income was not quite as drastic with Ensley residents earning 9.82% less median income than in the county as a whole. Despite this discrepancy, Ensley has higher percentages of residents in the \$35,000 - \$99,999 income range than compared countywide.

INCOME BRACKETS	ENSLEY CRA	ESCAMBIA COUNTY
2014 Average Income	\$48,699	\$58,243
2014 Median Income	\$39,640	\$43,533
<\$15,000	16.83%	15.44%
\$15,000 - \$24,999	14.24%	12.08%
\$25,000 - \$34,999	13.90%	13.48%
\$35,000 - \$49,999	16.18%	15.82%
\$50,000 - \$74,999	18.90%	17.37%
\$75,000 - \$99,999	12.86%	12.13%
\$100,000 - \$124,999	3.11%	5.68%
\$125,000 - \$149,000	0.95%	2.68%
\$150,000 - \$199,999	2.07%	2.93%
\$200,000 - \$249,999	0.47%	0.95%
\$250,000 - \$499,999	0.43%	1.12%
\$500,000+	0.04%	0.33%

TABLE 2.13: INCOME BRACKETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

## CRIME

With a limited dataset, it is difficult to establish a deep understanding of crime trends in the Ensley Redevelopment Area. The data in Table 2.14 does show that in Ensley, 2013 was a particularly bad year in nearly every respect; murder, aggravated assault/battery, burglary/break-and-enter, larceny, motor vehicle theft and narcotic charges were the highest in recent memory or above average. Oddly enough, when compared to Escambia County as a whole, 2013 wasn't correspondingly high in the same categories.

TOTAL INCIDENCE OF CRIME Location	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
<b>Ensley CRA (pop. 5,837)</b>							
Murder	1	1	4	0	0	4	1
Forcible Sex Offenses	11	9	17	11	5	5	9
Robbery	25	16	23	21	15	21	19
Aggravated Assault/Battery	34	48	28	39	47	51	50
Burglary/Break-and-Enter	110	104	87	91	151	332	253
Larceny	434	494	425	438	473	471	507
Motor Vehicle Theft	30	43	19	26	30	65	53
Narcotics	77	78	46	56	61	94	56
<b>Escambia County (pop. 306,630)</b>							
Murder	18	15	26	14	15	23	18
Forcible Sex Offenses	225	307	313	272	264	224	234
Robbery	554	534	461	463	412	370	306
Aggravated Assault/Battery	1,420	1,392	1,128	1,033	1,269	1,169	1,203
Burglary/Break-and-Enter	2,417	2,610	2,665	2,600	3,156	2,776	2,356
Larceny	6,364	6,593	7,271	7,543	7,579	7,588	6,908
Motor Vehicle Theft	687	630	519	858	550	654	554
Narcotics	1,369	1,526	1,458	1,641	1,701	1,600	1,122

TABLE 2.14 TOTAL INCIDENCE OF CRIME IN ENSLEY AND ESCAMBIA COUNTY. ESCAMBIA COUNTY SHERRIFF'S OFFICE

The crime rate for two areas with different populations can be compared when using a simple formula:

$$(Number\ of\ Crimes / Population) \times 100,000 = Crimes\ per\ 100,000$$

Crimes per 100,000 population is a metric that is commonly used throughout the U.S. to create a basis for comparing different towns and cities with a normalized crime rate. Table 2.15 below shows the crime rate comparison between the Ensley Redevelopment Area and Escambia County as a whole for the period of 2008 to 2014. This comparison gives a more accurate depiction of crime in Ensley in comparison to the county.

CRIMES PER 100,000 POPULATION	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
Ensley Murder	17.21	17.21	68.83	0	0	68.83	17.21
Escambia Murder	5.94	4.94	8.72	4.67	4.96	7.52	5.79
Ensley Forcible Sex Offenses	189.30	154.88	292.55	189.30	86.04	86.04	154.88
Escambia Forcible Sex Offenses	74.31	101.21	104.99	90.79	87.21	73.25	75.32
Ensley Robbery	430.22	275.34	395.80	361.38	258.13	361.38	326.97
Escambia Robbery	182.97	176.04	154.64	154.54	136.10	120.99	98.50
Ensley Aggravated Assault/Battery	585.10	826.02	481.84	671.14	808.81	877.65	860.44
Escambia Aggravated Assault/Battery	468.99	458.89	378.38	344.80	419.21	382.25	387.24
Ensley Burglary/Break-and-Enter	1,892.96	1,789.71	1,497.16	1,566.00	2,598.52	5,713.30	4,353.81
Escambia Burglary/Break-and-Enter	798.28	860.41	893.95	867.85	1042.56	907.73	758.39
Ensley Larceny	7,468.59	8,501.12	7,313.72	7,537.43	8,139.73	8,105.32	8,724.83
Escambia Larceny	2,101.88	2,173.45	2,439.00	2,517.77	2,503.68	2,481.22	2,223.66
Ensley Motor Vehicle Theft	516.26	739.98	326.97	447.43	516.26	1,118.57	912.06
Escambia Motor Vehicle Theft	226.90	207.69	174.09	286.39	181.69	213.85	178.33
Ensley Narcotics	1,325.07	1,342.28	791.60	963.69	1,049.73	1,617.62	963.69
Escambia Narcotics	452.15	503.06	489.07	547.75	561.91	523.1	361.17

TABLE 2.15 CRIMES PER 100,000 POPULATION COMPARISON. ESCAMBIA COUNTY SHERRIFF'S OFFICE, CRA STAFF

In all aspects of measured crime, the Ensley Redevelopment Area has a much higher rate than the county as a whole. In every category but one, the crime rate in Ensley was *at least* more than double than Escambia County.

For the period of 2008 to 2014, in the Ensley Redevelopment Area had a:

- 4.45 times **higher** murder rate
- 1.90 times **higher** forcible sex offense rate
- 2.35 times **higher** robbery rate
- 1.80 times **higher** aggravate assault/battery rate
- 3.16 times **higher** burglary/break-and-enter rate
- 3.39 times **higher** larceny rate
- 3.12 times **higher** motor vehicle theft rate
- 2.34 times **higher** narcotics rate

Crime and the perception of crime remain impediments to the redevelopment of Ensley. This data provides a baseline for future improvement as the Redevelopment Area progresses.

## CHAPTER 3: CONCEPT PLAN

### CONCEPT PLAN PHILOSOPHY

This chapter presents the Concept Plan for future land use and redevelopment within the Ensley Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the public workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the Ensley Redevelopment Area followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan serves as the foundation for future policy decisions by the County. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

- The Plan identifies, in general, where future land use changes and redevelopment activities should occur to make best use of limited resources and attract desirable businesses and reinvestment.
- The Plan offers a comprehensive strategy from which the Community Redevelopment Agency can plan its activities for the Ensley Redevelopment Area.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, CPTED design, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Ensley Redevelopment Area.

In summary, the Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- Improving physical conditions and visual character of the area's primary transportation corridors.
- Encouraging infill, renovation, reconstruction and enhancement of single-family residential areas.
- Creating natural centers of social, entertainment, and retail activity that help anchor neighborhoods and form gateways into Ensley.
- Promoting denser and fuller commercial development on Ensley main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses in order to preserve residential character and help stabilize property values.
- Identifying appropriate locations in the Redevelopment Area to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.
- Enforcing code regulations as they apply to housing and property upkeep, visual blight, and safety requirements.
- Enhancing the pedestrian orientation of the Ensley Redevelopment Area by increasing its walkability;
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

# ENSLEY CRA CONCEPT PLAN

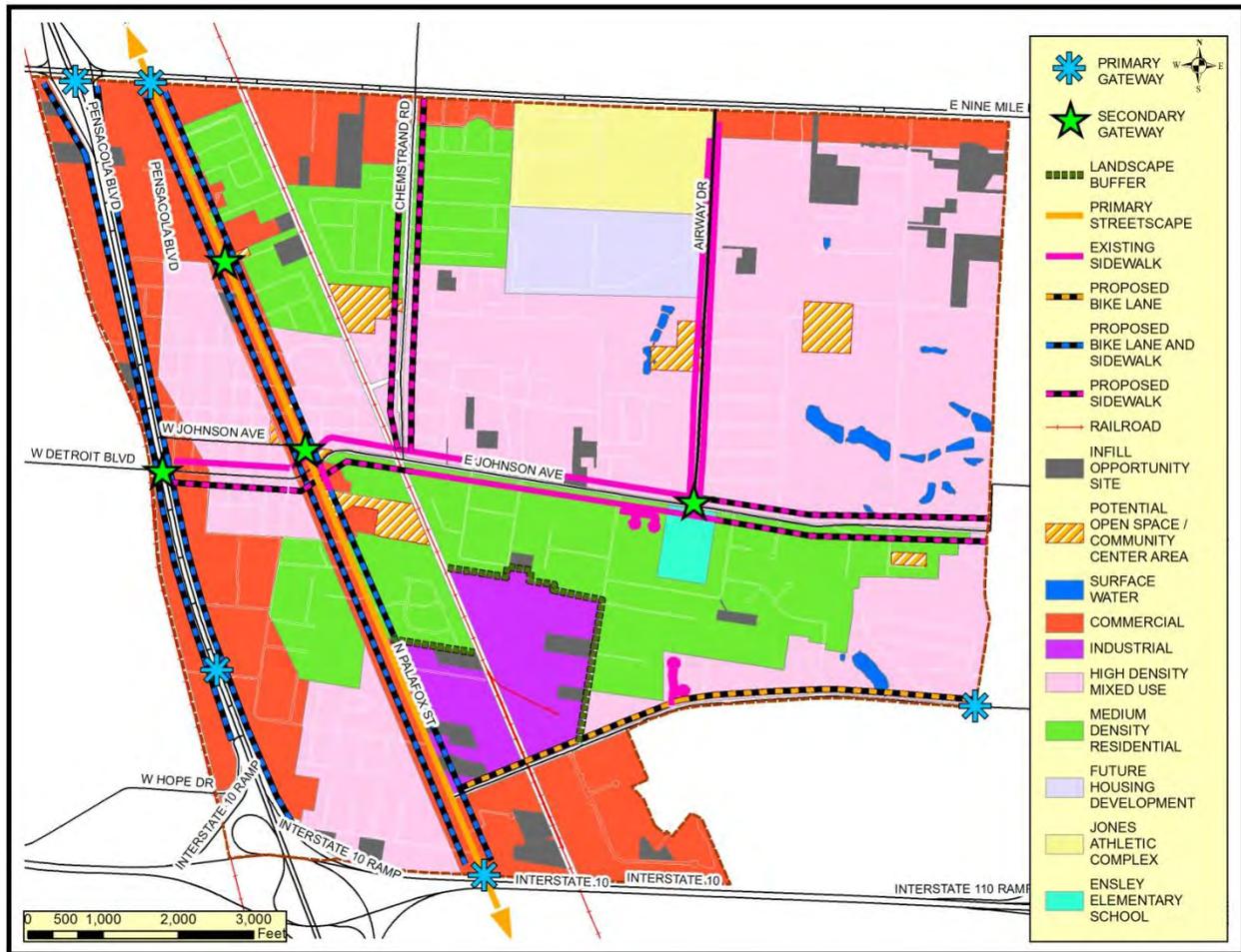


FIGURE 3.1: CONCEPT PLAN FOR THE ENSLEY REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS, CRA STAFF

## CORRIDORS

Primary corridors serve as major access routes for vehicular and pedestrian movement. Highly visible and easily accessible business locations are essential components of market development, and effective traffic circulation is an important factor. Primary corridors carry the largest amounts of traffic and are the most recognizable and convenient routes. Integration of transportation and land use considerations become important in designing primary corridors that are effective at moving traffic, allowing curbside access, and presenting an appealing and welcoming image to motorists and pedestrians alike.

Existing conditions on the Redevelopment Area’s primary corridors are largely deficient in terms of infrastructure quality, commercial activity, personal safety, and aesthetic character. These deficiencies must be addressed in order to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Ensley Redevelopment Area that could potentially act as catalysts for the redevelopment of the area. These corridors are:

### 1. Primary Commercial Corridors:

**U.S. Highway 29, E. Nine Mile Road**

## 2. Neighborhood Commercial Corridors

### N. Palafox Street

## 3. Neighborhood Connectors

### E. Johnson Ave/Detroit Blvd, E. Olive Road, Chemstrand Road and Airway Road

#### PRIMARY COMMERCIAL CORRIDORS

U.S. Highway 29 is the primary north-south route through Ensley. Land use along U.S. Highway 29 is primarily highway-commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and institutional uses. Retail uses are more concentrated north of Detroit Boulevard traveling north approaching E. Nine Mile Road. Some areas of the corridor are vacant or under-utilized, with excellent redevelopment potential.

Although traffic is heavy during peak hours, a significant road improvement for U.S. Highway 29 through the Redevelopment Area is funded and imminent in the next few years. This Florida Department of Transportation project will improve safety for vehicles, bicycles and pedestrians in addition to widening the roadway to six lanes from Interstate-10 to north of E. Nine Mile Road.

E. Nine Mile Road is the primary east-west route through Ensley and serves as the northern border of the Redevelopment Area. Commercial activity along E. Nine Mile Road is as intense as is found on U.S. Highway 29 through the Redevelopment Area. Large shopping centers are anchored by large national retailers and are supported by smaller shops and services. A significant commercial redevelopment opportunity is available in the former K-Mart store at E. Nine Mile Road and Chemstrand Road. Although not technically in the Redevelopment Area, the north side of E. Nine Mile Road is also a vibrant part of the commercial corridor.

**Objective:** Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision that retains the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and stimulate quality development in the Ensley Redevelopment Area.

#### Action Strategies:

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor. These include constructing elements such as landscaped medians, street lighting, sidewalks, and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and use the services of a real estate agent and/or the County's land management team to acquire and assemble land for the development of large marketable retail or office sites.
- Identify priority sites for developing neighborhood retail and entertainment centers. These centers would centralize important neighborhood features, such as grocery stores, banks, dry cleaners, restaurants, etc.
- Provide business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Extend and/or complete sewer infrastructure to all properties in the corridor.



**EXISTING CONDITION: E. NINE MILE RD., CRA STAFF PHOTO**



**PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A PRIMARY COMMERCIAL CORRIDOR, CREDIT: IBI GROUP, INC.**



**TYPICAL SECTION AN IMPROVED COMMERCIAL CORRIOR, CREDIT: IBI GROUP, INC.**

### **NEIGHBORHOOD COMMERCIAL CORRIDORS**

Preserving neighborhood character and unity was mentioned as being important to the residents of Ensley, and the proposed development program for Ensley’s neighborhood commercial corridor intends to build upon their existing character.

North Palafox Street is the secondary north-south route through the Redevelopment Area. Businesses and residential uses are interspersed along the corridor. Many of the businesses along this corridor are auto-centric: auto sales, repair and parts.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; narrow laneways, on-street parking, and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways. Streets with mixed commercial and residential uses, such as N. Palafox Street, require modified strategies to properly manage their character and uses. Also, in certain cases, pedestrian infrastructure is deficient or missing, and without a safe or comfortable pedestrian environment, it is unlikely that such streets will be utilized by local residents.

**Objective:** Transform the functional and visual character of the street as primary neighborhood commercial corridor at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Establish an identity for the corridor and encourage private sector investment that addresses the needs of the neighborhood.



**EXISTING CONDITION: N. PALAFOX STREET, CRA STAFF PHOTO**

**Action Strategies:**

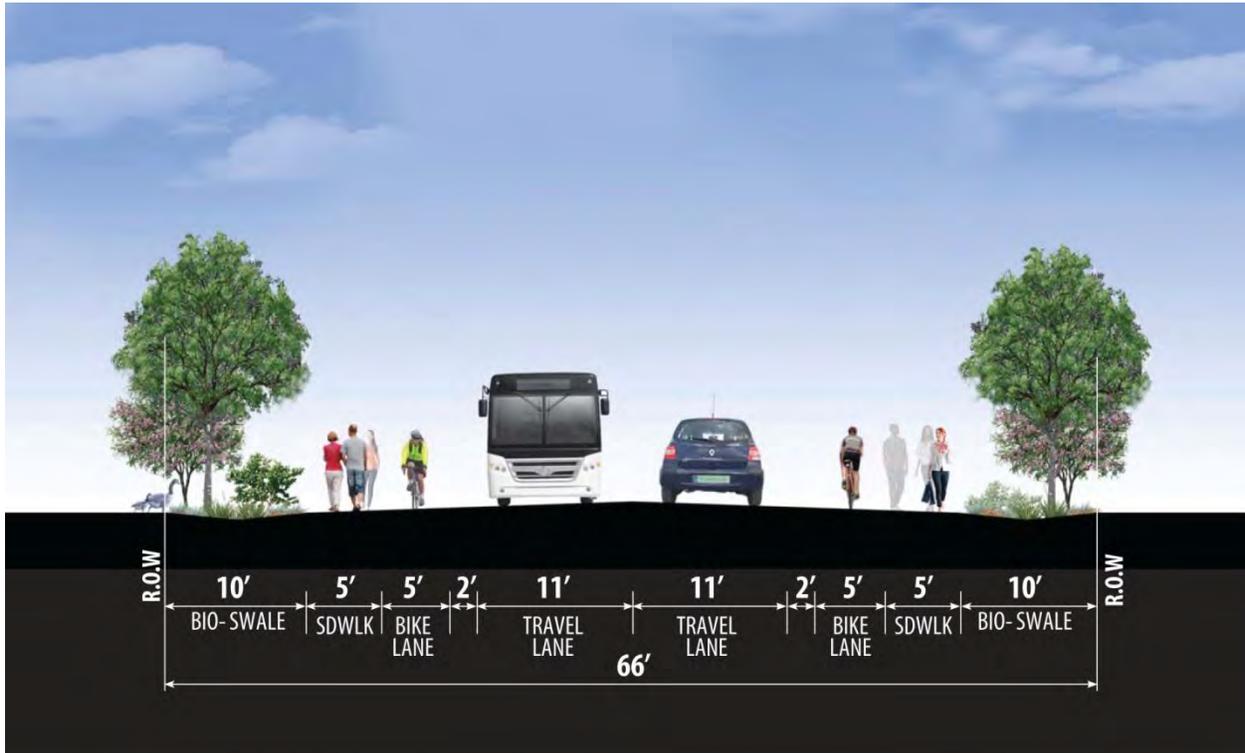
- Implement physical improvements to enhance the overall visual appearance of these residential corridors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds. Tree canopy, landscaping, street lighting, sidewalk repair and construction, and vegetative screens to hide undesirable views are all appropriate.
- Encourage neighborhood commercial development that is compatible with the adjacent uses.
- Provide business owners and developers with incentives such as tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Focus redevelopment efforts at neighborhood gateway intersections.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



N. PALAFOX STREET CURRENT CONDITION, CREDIT: ATKINS GLOBAL, N. PALAFOX CORRIDOR MANAGEMENT PLAN, 2015



N. PALAFOX STREET CORRIDOR IMPROVEMENT CONCEPT, CREDIT: ATKINS GLOBAL N. PALAFOX CORRIDOR MANAGEMENT PLAN, 2015



PROPOSED CROSS SECTION OF N. PALAFOX ST. IMPROVEMENTS, CREDIT: ATKINS GLOBAL N. PALAFOX CORRIDOR MANAGEMENT PLAN, 2015

**NEIGHBORHOOD CONNECTORS**

Only one neighborhood connector runs the entire span of the Redevelopment Area. Detroit Boulevard becomes E. Johnson Road at the intersection of N. Palafox Street. This newly-created intersection utilizes Detroit Boulevard, which has better access from U.S. Highway 29 than the former section of E. Johnson Road, to make a logical east-west connection through the Redevelopment Area. Curb and gutter drainage as well as sidewalks were included in this recent intersection improvement.

East Olive Road is also an important east-west connection through Ensley although E. Olive Road’s western terminus is at N. Palafox Street and does not extend all the way to U.S. Highway 29. East Olive Road extends eastward to the Atwood Redevelopment Area and beyond to Scenic Highway (U.S. Highway 90).

Jernigan Road is a north-south neighborhood connector on the eastern boundary of the Ensley Redevelopment Area. Jernigan Road provides access from E. Nine Mile Road to E. Johnson Avenue. South of E. Johnson Avenue, Jernigan Road becomes Cody Lane, which defines the southeastern edge of the Redevelopment Area down to E. Olive Road. Other north-south neighborhood connectors in the Redevelopment Area are Chemstrand Road, Airway Drive and Chisholm Road – all of which provide a connection from E. Nine Mile Road south to E. Johnson Avenue.

**Objective:** Maintain and improve the residential character of the neighborhoods. Connect important neighborhood destinations. Enhance the community’s sense of place and identity by establishing higher quality architectural design standards in the residential areas.

**Action Strategies:**

- Implement physical improvements to enhance the overall visual appearance of these residential connectors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds.
- Encourage adaptive reuse of vacant properties that is compatible with the neighborhoods.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A NEIGHBORHOOD CONNECTOR, CREDIT: IBI GROUP

**GATEWAYS**

Gateways are important visual landmarks that reinforce the entrance into a geographic area. They commonly make use of a combination of complementary elements to create a pleasing and welcoming image to residents and visitors. Such elements include signage, landscaping, hardscape features like fountains or plazas, outdoor kiosks or vending stalls, and various forms of retail or dining activity. Gateways, when designed in this manner, help to provide focal points for people to spend time away from work or home. In addition to serving as landmarks, they can be zones of social and retail/dining activity for local residents.

In the Ensley Redevelopment Area, there are nine intersections where gateways of primary and secondary magnitude could eventually be developed. The primary ones are located at major intersections, while the secondary ones serve largely residential blocks.

**PRIMARY GATEWAYS**

All primary gateways can be designed and developed on common principles, with particular strategies added to each gateway appropriate to the area around it. The implementation of any of these town-center gateways will

require close cooperation between the public and private sectors. Escambia County and various state and federal agencies must ensure that public utilities, rights-of-way, zoning requirements are able to accommodate the proposed primary gateways.

**Proposed primary gateway locations:**

- on U.S. Highway 29 at E. Nine Mile Road
- on U.S. Highway 29 at Broad Street
- on N. Palafox Street at E. Nine Mile Road
- on N. Palafox Street at Interstate-10 Overpass
- on Olive Road at Cody Lane



**EXAMPLE OF A GATEWAY BEAUTIFICATION.**  
PHOTO CREDIT: GOOGLE MAPS

**SECONDARY GATEWAYS**

Secondary gateways are intended to highlight the instance of entering a particular neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, N. Palafox Street is selected as the ideal street to build secondary gateways in Ensley. In addition to being located parallel to busy U.S. Highway 29, it is anchored on the south end by the Interstate 10 overpass, representing an important opportunity to brand the entrance into the Redevelopment District along a lower-speed corridor.

**Proposed secondary gateway locations:**

- on N. Palafox Street at E. Hood Drive
- on N. Palafox Street at E. Johnson Avenue
- on W. Detroit Boulevard at U.S. Highway 29
- on Airway Drive at E. Johnson Avenue



**EXAMPLE OF A GATEWAY FEATURE.**  
PHOTO CREDIT: GOOGLE MAPS

**Objective:** Create entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the Ensley Redevelopment Area.

**Action Strategies:**

- Install unique landscaping elements and signage directing people to the Ensley Redevelopment Area.
- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish neighborhood identification and directional signage programs announcing the entrance to the Ensley Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.



EXAMPLES OF A PRIMARY GATEWAY DESIGN. CREDIT: IBI GROUP, INC.



EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGN. CREDIT: IBI GROUP, INC.

## COMMUNITY AMENITIES

Existing community amenities in the Ensley Redevelopment Area are limited. This Redevelopment Plan proposes to emphasize new open space, park facilities and amenities that encourage outdoor recreation and social interaction.

Ensley has two parks: a large 80+ acre athletic park and a small 1.5-acre neighborhood park. Neighborhood parks can be created on vacant lots that are strategically located near neighborhoods. The goal is to provide a neighborhood park within a reasonable walk of any residence in the Ensley Redevelopment Area. Future areas in Ensley that have the potential to be preserved as open space are identified in Figure 3.1 on page 38. If all areas were preserved as open space, the total acreage would be approximately 40.9 acres.

A community center is proposed as a capital improvement project in Chapter 4 of this Redevelopment Plan. A community center would become Ensley's civic focal point as the area is redeveloped.

**Objective:** Strengthen and enhance the system of parks, trails, and open space in the neighborhood providing recreational opportunities for residents of the Ensley Redevelopment Area. Such amenities should be readily accessible and serve to improve the quality of life for residents.

**Action Strategies:**

- Strategically locate neighborhood pocket parks within a reasonable walking distance from residential blocks. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Increase the number of neighborhood groups and strengthen neighborhood group collaboration.
- Fund the community center project identified in the capital improvement section of this plan.

**REDEVELOPMENT OPPORTUNITIES**

This section of the plan highlights five particular redevelopment opportunities that could have far-reaching positive impact on the Redevelopment Area:

- Commercial Redevelopment and Infill
- Infill Opportunities for Single- and Multi-Family Housing
- Enhancement of the Industrial District
- Implementation of the North Palafox Street Corridor Management Plan
- Encourage Citizen Groups and Civic Pride

**COMMERCIAL REDEVELOPMENT AND INFILL**

Over 13% of the Redevelopment Area is vacant, representing a good opportunity for redevelopment of underutilized areas and infill development for new businesses. The former K-Mart shopping center at 235 E. Nine Mile Road represents the largest single commercial redevelopment site in the Ensley Redevelopment Area. Composed of a few parcels under the same ownership, this approximately 8.68-acre site has the potential to be revitalized into a new shopping area or other large-scale commercial use.

The Concept Map (on page 38) identifies vacant parcels 1-acre and larger. These identified parcels are opportunities for new development.

**Objective:** Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth benefits both Ensley and Escambia County.

**Action Strategies:**

- Initiate the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. These grant programs match commercial property owners in a reimbursement grant for 50% of the project cost according to the grant program guidelines. If the amount of the TIF and Community Development Block Grant funding allows, consider expanding the maximum match to a higher amount to accommodate larger improvement projects.
- Meet with developers to find out what the County can do to help promote commercial growth in the Ensley Redevelopment Area.



**EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT. PHOTO CREDIT: CRA STAFF**



**EXAMPLE OF A COMMERCIAL SIGN GRANT RECIPIENT. PHOTO CREDIT: CRA STAFF**

**INFILL OPPORTUNITIES FOR SINGLE- AND MULTI-FAMILY HOUSING**

Located directly south the John R. Jones Athletic Complex, The largest undeveloped parcel in the Ensley Redevelopment Area will soon be urbanized with single-and multi-family homes. This 69.46-acre parcel will be developed in three phases of residential construction. Phase I includes 70 single-family homes. Phases II and III will contain approximately 235 and 250 multi-family units, respectively.

Several smaller undeveloped tracts remain in the Ensley Redevelopment Area for future residential development. As Escambia County continues to grow its economy, new residential development will follow. The ongoing expansion of the Navy Federal Credit Union campus, only 4.5 miles from the western edge of the Redevelopment Area, is expected to place additional demand for housing units as the credit union’s employees relocate to the area and new jobs are created.

The Community Redevelopment Agency will coordinate with local housing authorities such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and Community Equity Investment, Inc. concerning the development of new affordable housing opportunities. By partnering with a wide variety of agencies and non-profits, a greater pool of funding is available for home repairs and construction.



**EXAMPLE OF A LOW-INCOME QUALIFIED HOME REPAIR IN THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM. PHOTO CREDIT: STAFF**

**Objective:** Encourage the redevelopment and infill development of vacant properties with residential potential.

**Action Strategies:**

- Work with local partners to increase the affordable housing opportunities in Ensley.
- Create community amenities, beautification and streetscapes to make Ensley an attractive place to live.
- Use Tax Increment Financing (TIF) funds to expedite funding of infrastructure improvements in the Ensley CRA.

**ENHANCEMENT OF THE INDUSTRIAL DISTRICT**

Industrial uses in Ensley are mostly clustered in the area along Olive Road east of N. Palafox Street. Light industrial uses are clustered along Sears Boulevard. Heavy industry is located on the north side of E. Olive Road west of Briese Lane. These industrial uses are important economic engines for the community and should be protected by residential encroachment with enhanced buffering and dense landscaping. The CRA offers matching grants up to \$10,000 that could be used to improve a landscape buffer for the businesses seeking grant assistance.

**Objective:** Promote and protect the industrial uses and vacant parcels with a Future Land Use that supports heavy and light industrial jobs.

**Action Strategies:**

- Promote the CRA's Commercial Façade, Landscape and infrastructure grant to local businesses as a means of improving the buffering of residential uses. Also use this grant program to help businesses improve the appearance and infrastructure needs to improve the attractiveness of Ensley's industrial areas.
- Work with the regional chamber of commerce to promote infill development on Sears Boulevard to fill out the remaining vacant parcels in the light industrial subdivision.



EXAMPLE OF A LIGHT INDUSTRIAL BUSINESS ON SEARS BLVD. IN ENSLEY. PHOTO CREDIT: CRA STAFF

## IMPLEMENTATION OF THE NORTH PALAFOX STREET CORRIDOR MANAGEMENT PLAN

In 2014, Atkins was commissioned by the Florida-Alabama Transportation Planning Organization to conduct a corridor management plan for N. Palafox Street (CR 95A) with the study limits consisting of U.S. 29 at the south to E. Nine Mile Road in the north – approximately 4.8 miles. The purpose of the corridor management plan was to identify operational and access management improvements and priorities needed to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements.

Recommended improvements to the corridor include:

- A combination of buffered bike-pedestrian lanes with rain gardens for drainage throughout the corridor;
- A road diet in the Airport Blvd. area (within the Oakfield CRA);
- A roundabout at Ensley St.;
- A dual roundabout at Stumpfield Rd./Majors Rd./Industrial Blvd. (within the Oakfield CRA);
- Access management/driveway modifications throughout the corridor;
- N. Palafox Street/I-10 bridge design modifications; and
- Transit improvements

The N. Palafox Street Corridor Management Plan was adopted by the Florida-Alabama Transportation Planning Organization by Resolution FL-AL 15-38 on November 3, 2015.

**Objective:** Implement the N. Palafox Street Corridor Management Plan. This plan defines the improvements needed to make the N. Palafox Street corridor a safe, functional, and attractive space.

### Action Strategies:

- Work with County Engineering to develop a phasing plan to implement this project in both the Ensley and Oakfield redevelopment areas.
- Seek funding for the phases of this project through the FL-AL Transportation Planning Organization.

## ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of an area is critical to its success. Citizen groups, such as neighborhood watch groups or other civic-minded organizations are a great way to advocate for improvements to elected officials. Motivated neighbors also are a great resource to get small projects completed whether it is helping someone paint a house or hosting a park clean-up day. These neighborhood groups will receive support and guidance from Escambia County to maximize their effectiveness in the community. Ortega Neighborhood Watch is a group established in 2015 to improve the Ortega subdivision and has interest in the issues affecting the Ensley Community Redevelopment Area.

In the past, the Escambia County Redevelopment Agency hosted a Neighborhood Leadership Workshop for the heads of the neighborhood groups of all the CRA districts to attend a workshop to network, trade information, and learn new skills. The CRA hopes to reinvigorate this practice in the future which will include leaders from the Ensley Redevelopment Area.



CELEBRATING BROWNSVILLE FESTIVAL 2015. PHOTO CREDIT: CRA STAFF

An annual festival is also a great way for neighbors to get out and meet. Starting in 2014, the CRA has hosted an annual festival in the Brownsville CRA called: Celebrating Brownsville. This festival includes music, food, an art exhibition, and vendors. Future festivals could be held in Ensley and are a good goal to strive towards.

**Objective:** Help foster a sense of civic pride in the Ensley Redevelopment Area through neighborhood groups, beautification projects, neighborhood conferences and festivals.

**Action Strategies:**

- Work with residents to establish community groups and provide support to help those groups have maximum effectiveness in their community.
- Host an annual Neighborhood Leadership Workshop and invite leaders from all CRA areas in Escambia County and the City of Pensacola.
- Work with residents to gauge support for an annual festival or block party.

## **RESIDENTIAL PRESERVATION AND ENHANCEMENT**

The Ensley Redevelopment Area contains over thirty neighborhoods. The housing condition is fair with a number of dilapidated homes scattered across the Redevelopment Area. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the Redevelopment Area and improve the quality of life should be supported by a harmonizing effort to revitalize and preserve existing neighborhoods. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's residential rehabilitation grant to encourage housing restoration across the Redevelopment Area, and continuing to collaborate with non-profit organizations and faith-based institutions.

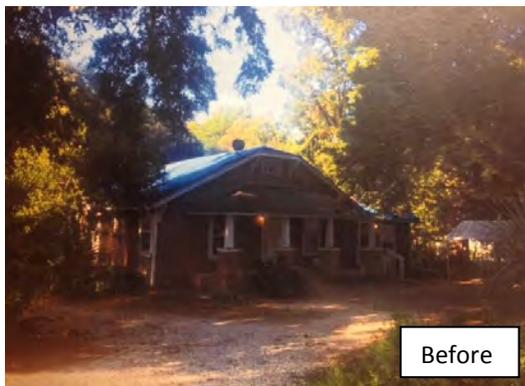
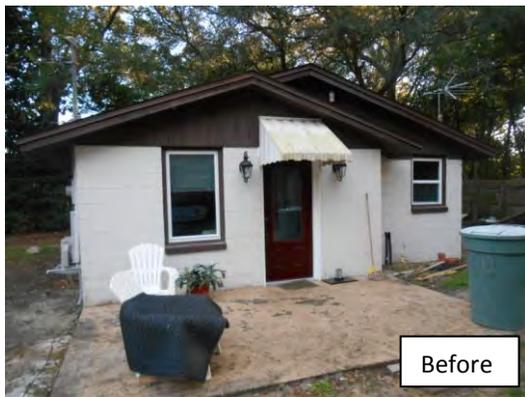
To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and in particular, improving the connections with local schools, parks and other neighborhood destinations. The Plan also recommends pursuing infill development opportunities in the neighborhood to develop pocket parks and multi-family housing development through land assembly and acquisition, where possible.

**Objective:** Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs that support investment in residential renovations and redevelopment of existing housing stock.

**Action Strategies:**

- Establish the residential improvement grant to encourage housing restoration across the Redevelopment Area.
- Establish residential design standards for building renovations and infill development.
- Acquire lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result of the demolition may be used for infill housing development or neighborhood parks.

- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures so that Ensley residents can reasonably walk to a park from their home.
- Continue to provide financial assistance to further sewer system expansion throughout the redevelopment area together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs.



**HOUSES IMPROVED WITH THE CRA RESIDENTIAL REHAB GRANT PROGRAM. PHOTO CREDIT: CRA STAFF**

## CHAPTER 4: CAPITAL IMPROVEMENTS

### CAPITAL IMPROVEMENTS

Capital investment in improvement projects, including pedestrian-targeted improvements, will help to achieve the goals and desires of the Ensley community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the Ensley Redevelopment Area and provide the basis for leveraging private redevelopment investment. The table below presents a list of proposed capital projects and programs that could be pursued by the county to implement the recommendations of this Redevelopment Plan.

The strategies herein are divided into short-term (within 5 years), mid-term (5 to 10 years), and long-range (+10 years) time horizons to help facilitate budgeting and provide a guide to what projects may be considered a higher priority at first. It is important to note that these proposed capital improvement strategies are not a pledge of expenditure of funds on a given project in a given year. Actual funding allocations will be determined annually through the county's budget process. Also, as years pass, priorities may change and the capital improvement strategies may need to be amended to reflect that.

County funds can be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. With successful revitalization, Escambia County should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The Ensley Redevelopment Plan contains several projects consisting of public, private and joint public/ private efforts that may take up to twenty years to complete. It is essential that the county incorporates a sound project implementation strategy when identifying priorities. The community should understand that the county will be pursuing multiple elements of the Redevelopment Plan at all times, and it is important to note that the summary of capital implementation strategies in this chapter is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the county will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project.

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Bike Lanes</b>				
U.S. 29 from I-10 to north of E. Nine Mile Rd.	Bike lanes on both sides of U.S. 29	Funded as a part of the U.S. 29 road improvement project	FDOT	Construction begins Summer 2016.
N. Palafox St. from I-10 bridge to E. Nine Mile Rd.	Bikes lanes as identified in the N. Palafox Corridor Management Plan	\$3,500,000 (if done separately from major road improvement)	TIF, FDOT, LOST	Long-range. TBD. May be constructed in several phases.
Olive Rd.	A bike lane <u>or</u> sidewalk is proposed. ROW not big enough for both amenities.	\$1,100,000	TIF, FDOT, LOST	Mid-term. TBD.
<b>Bus Stop Improvements</b>				
General transit improvements to bus stops in Ensley CRA	Transit improvements are made on an as-needed basis. Olive Rd. and N. Palafox St.	TBD	TBD, ECUA, LOST	Short-term. TBD

	have identified needs. Additional needs may be identified in the future.			
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Community Center</b>				
Ensley Community Center	Community Center with similar layout and size as Marie K. Young in Wedgewood	\$2,900,000	LOST, TIF	Long range. TBD
<b>Drainage</b>				
Caro-Mayflower Pond Area	Expansion of the Caro-Mayflower pond to address issues south of Caro St. north of E. Johnson Ave. between Hwy 29 and N. Palafox St. including repetitive flooding loss on Orange Ave.	\$1,300,000	Fully funded	Project is funded. Construction to begin in March 2016
Johnson Ave. Drainage (east of Briese Ln.)	Remove/replace faulty storm pipe from Pine Ridge Lane to E. Johnson Ave.; address pipe flow Crystal Wells pond; address two 24" pipes feeding one 24" pipe down to outfall in Gulf Power easement.	\$400,000	TBD	Mid-term. TBD
Briese Ln. between Jeffery and Olive Rd.	Extend existing E. Johnson Ave drainage system to relieve roadway and yard flooding.	\$100,000	TBD	Mid-term. TBD
<b>Parks</b>				
Improvements to Old Ensley School Park	Improvements are TBD with public input.	\$30,000	Parks Capital Improvement budget, TIF	Mid-term. TBD
New Neighborhood Park	Construct a new neighborhood park with safe pedestrian access to the park.	\$1,000,000	LOST, Parks, TIF	Long-range. TBD
<b>Road Improvements</b>				
U.S. 29 Road Improvement from I-10 to north of Nine Mile Rd.	Add lanes and reconstruct the highway to improve drainage and add sidewalks and bike lanes. Construction estimated to begin in late August 2016. Ending by spring 2020.	\$35,500,000	FDOT	Project is fully designed and funded. Construction from Summer 2016 to Spring 2020.
U.S. 29/I-10 Major Intersection Improvement (Phase I)	Interim improvement project to begin in 2016	\$7,900,000	FDOT	Interim improvement project to begin in 2016
U.S. 29/I-10 Major Intersection Improvement (Phase II)	Full reconstruction currently scheduled in the 2 <sup>nd</sup> Five Year SIS Plan (FY2022-2026)	\$84,000,000	FDOT	Project scheduled to begin in FY2022
N. Palafox St. improvements identified in the Corridor Management Plan	Improve drainage, resurfacing, restriping, stripe safety buffer, bike lanes, sidewalks and streetscape	\$4,824,064	FDOT, LOST, TIF	Long-range. TBD

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Sidewalks</b>				
Chemstrand Rd. from E. Nine Mile Rd. to E. Johnson Rd.	Sidewalk one side of Chemstrand Rd. Which side is to construct is TBD. Project will include drainage improvements.	\$1,200,000	LOST IV, TIF	Short-term. TBD
E. Johnson Ave. past Greenacres store to Cody Ln.	Sidewalk on south side of E. Johnson Ln. Project will include drainage improvements.	\$1,200,000	LOST IV, TIF	Short-term. TBD
Cody Ln. from E. Johnson Rd. to Olive Rd.	Side walk on west side of Cody Ln.	\$400,000	TBD	Mid-term. TBD
Additional sidewalks to be identified in the Ensley pedestrian study	The County will perform a pedestrian study for the Ensley CRA. Additional sidewalks may be identified as recommended improvements.	TBD	LOST, TIF	Long-range. TBD
<b>Street Corridor Beautification</b>				
N. Palafox St. beautification	Improve N. Palafox with streetscaping and landscaping as identified in the N. Palafox Corridor Management Plan.	\$2,000,000	LOST, TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on U.S. Highway 29 at E. Nine Mile Road	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on U.S. Highway 29 at Broad Street	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on N. Palafox Street at E. Nine Mile Road	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on N. Palafox Street at Interstate-10 Overpass	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on Olive Road at Cody Lane	\$25,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on N. Palafox Street at E. Hood Drive	\$25,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on N. Palafox Street at E. Johnson Avenue	\$25,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on W. Detroit Boulevard at U.S. Highway 29	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	on Airway Drive at E. Johnson Avenue	\$25,000	TIF, CDBG	Mid-term. TBD
<b>Street Lights</b>				
New streetlights to be identified by Gulf Power	Encompasses the Ensley CRA	\$200,000	TIF, CDBG	Short-term. 2016-2018
Power bill	Monthly electric costs to power the new streetlights	\$30,000	TIF	Recurring annual expense

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
<b>Sewer</b>				
Ackerman Drive Sewer Expansion Area	Sewer project will serve 186 new customers.	\$1,702,690	ECUA, LOST, TIF	Long-range. TBD
Camden Road Sewer Expansion Area	Sewer project will serve 287 to 410 new customers. The higher price estimate includes the cost of a new regional lift station.	\$2,419,186 to \$3,638,393	ECUA, LOST, TIF	Long-range. TBD
Ensley Street Sewer Expansion Area (Phase I)	Sewer project will serve 247 new customers.	\$2,207,172	ECUA, LOST, TIF	Long-range. TBD
Ensley Street Sewer Expansion Area (Phase II)	Sewer project will serve 138 new customers.	\$1,179,106	ECUA, LOST, TIF	Long-range. TBD
Stockdale Avenue Sewer Expansion Area	Sewer project will serve 207 new customers. The higher price estimate includes the cost of a new regional lift station.	\$1,522,175 to \$1,756,706	ECUA, LOST, TIF	Mid-term. TBD
Tower Drive Sewer Expansion Area	Sewer project will serve 104 new customers.	\$874,115	ECUA, LOST, TIF	Long-range. TBD

**TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM**

List of Acronyms:

- CDBG Community Development Block Grant
- LOST Local Option Sales Tax
- TIF Tax Increment Financing
- TBD To Be Determined
- FDOT Florida Department of Transportation

## CHAPTER 5: IMPLEMENTATION STRATEGIES

### IMPLEMENTATION STRATEGIES

The success of the Ensley Redevelopment Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, neighborhood associations, business and property owners, and residents. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that have been developed for Ensley.

#### Implementation Functions

The implementation process can be divided into two major dimensions:

- Functional areas related to non-financing as well as financing considerations; and
- Responsible groups or agencies charged with addressing the functional areas.

Financial and non-financial considerations are equally important to the effective implementation of the Ensley redevelopment plan. Non-financing considerations deal with developing an organizational framework to define the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but not to be focused on until organizational elements are put into effect.

#### 1. Non-Financing Functions

Non-financing functions fall into six general categories:

##### *Site Assembly*

The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In Ensley, the primary opportunity for economic growth lies in the redevelopment of the substandard parcels located along the area's commercial corridors and the development of the proposed primary gateways which are located in areas where site assembly is advised.

##### *Capital Improvements*

Escambia County employs dedicated funding sources such as the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. With the creation of a CRA district for Ensley, tax increment financing will soon be available for use.

##### *Standards and Controls*

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high-quality design for the community improves aesthetic character and raises the market value of the neighborhood.

### *Physical Development*

This concerns the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with a comprehensive redevelopment plan.

### *Development Incentives*

To further stimulate private investment, Escambia County can provide development incentives through various means, including façade, landscape, signage, and property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites, flexibility in the application of use restrictions and increasing intensity of site use, flexible parking regulations, grants or low interest loans for life safety improvements; joint business support ventures such as district business identification signage or centralized marketing strategies.

### *Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation*

CRA will continue to partner with the County's Environmental Code Enforcement Division to help reduce blight within the designated areas. Code Enforcement will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The CRA will support and fund the initiatives of Keep Pensacola Beautiful, neighborhood clean ups, demolition and lot abatements, monitoring sites, and supporting minimum housing standards codes.

### *Property Acquisition*

The CRA is authorized under F.S. 163, Part 3 to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. All real property acquired by the CRA in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act. This plan will support the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

### *Seasonal Lawn Maintenance*

CRA will continue to support the Seasonal Lawn Maintenance Program to remove blight and control litter along selected corridors and residential roadways by mowing and weed-eating during the high seasonal summer/fall growth periods.

## **2. Financing**

### *Grants*

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as community development block grants (CDBG) and Section 108 grants, are available, although the extent of their uses is diminishing as the volume of the grant decreases. They have the advantage of directly mitigating development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds

as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, and HOME Program. All of these programs should be leveraged as much as possible.

#### *Tax Increment Funds*

Tax increment funds are the increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities in a designated CRA district. Because this is a commonly relied-upon source of funding for redevelopment, it is addressed in more detail in Appendix C.

#### *Redevelopment Bonds*

Redevelopment bonds are issued by the Redevelopment Agency and approved by the County to finance renovation of specific projects, but are not guaranteed by the general revenues of the County. Anticipated TIF revenue may be pledged as the collateral for these bonds.

#### *Private Investment*

A general rule for successful revitalization is that private investment usually must exceed public funding by a factor of three to four. Private investment, therefore, is the single most important source of redevelopment funding. Such funding takes the form of equity investment and conventional real estate loans.

#### *Project Equity Position*

When a community redevelopment agency takes an equity position in a project, the agency contributes cash or land to the project with a return in the form of profit-sharing. This manner of participation can reduce developer costs.

#### *Leasing*

County-owned land, buildings, and equipment can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of the same. The County would then receive lease payments deductible from the developer's income tax. Such leases may also include a purchase option.

#### *Joint Ventures*

In real estate syndication ventures, the community redevelopment agency can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service. Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

#### *Mortgage Write-Downs*

Mortgage write-downs (funded through the Escambia County Neighborhood Enterprise Division) is a mechanism typically used to encourage residential development and home ownership in the Redevelopment Area. Funds from the agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The Agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period of time to guarantee against misuse of the funds.

County support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively effect change in the Ensley neighborhoods. Developers and entrepreneurs will be key contributors to the success of this project. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort.

#### *Faith-based Institutions*

Ensley Redevelopment Area churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County should work closely with faith-based organizations to develop community development programs that capitalize on their strengths and outreach capacity. Participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting daycare centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

#### *Private Sector*

Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community. Local banks may provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities. Additionally, Escambia County should connect with companies dedicated to investing in local communities. A number of companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development. Similar companies may exist in Escambia County.

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the community's overall vision for the Redevelopment Area's future growth is a recommended start. Ensuring that property owners are familiar with the brownfield development procedures and financial incentives available for brownfield redevelopment would also help significantly.

#### *Planning and Development Strategies*

Escambia County Community Redevelopment Agency staff should be responsible for the execution of this redevelopment plan, and the following are recommendations towards such implementation:

- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the County's community development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.

- Support residential renovation and rehabilitation programs through the use of grant funding such as SHIP, CDBG, HOME, and TIF.
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with the City of Pensacola to coordinate joint improvement projects planned for the Ensley Redevelopment Area.

#### *Housing Rehabilitation and Commercial Reinvestment Financing*

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities to help spur economic development. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

## APPENDIX A: PUBLIC WORKSHOPS

Ensley residents and business owners were invited to participate in a series of public workshop at Ensley Elementary on E. Johnson Avenue. Dates and themes of the workshops were:

- **October 13, 2015**                      **Kick-off meeting, identify issues**
- **November 12, 2015**                **Prioritize Ensley's needs**
- **December 8, 2015**                 **Review results, learn about the draft plan**
- **January 12, 2015**                   **Final meeting: Presentation of the draft final plan**



CITIZENS ATTENDING THE ENVISION ENSLEY WORKSHOPS, CRA STAFF PHOTO

Citizens were encouraged to contribute their ideas to the redevelopment of the Ensley Redevelopment Area. The results of their input are summarized below and were integrated into the concept plan development.

At the October 13<sup>th</sup> and November 12<sup>th</sup> workshops the following strengths, weaknesses, opportunities and threats regarding Ensley were identified by the participants:

<p style="text-align: center;"><b>Strengths</b></p> <ul style="list-style-type: none"> <li>- Like their neighbors, community pride</li> <li>- Good school/teachers</li> <li>- Semi-rural atmosphere</li> <li>- Location, convenience</li> <li>- Proximity to University of West Florida, Navy Federal, and West Florida Hospital</li> <li>- Affordable</li> <li>- Family legacy, grew up here</li> <li>- Feel safe here</li> </ul>	<p style="text-align: center;"><b>Weaknesses</b></p> <ul style="list-style-type: none"> <li>- Abandoned houses, trash, overgrowth</li> <li>- Drugs and crime</li> <li>- Drainage problems</li> <li>- Not enough green space, neigh. parks</li> <li>- Needs sidewalks, sewer, street lighting</li> <li>- No place for community to meet</li> <li>- Housing/rentals in poor condition</li> <li>- Homeless congregating near I-10</li> <li>- Ensley does not have a post office</li> <li>- Many areas need sewer</li> </ul>
<p style="text-align: center;"><b>Opportunities</b></p> <ul style="list-style-type: none"> <li>- Room for development and infill</li> <li>- Add more parks as the area grows</li> <li>- Better info sharing/community website</li> <li>- Community center</li> <li>- Volunteering</li> <li>- Neighborhood watch/association</li> <li>- St. James Church is planning to build a community center</li> </ul>	<p style="text-align: center;"><b>Threats</b></p> <ul style="list-style-type: none"> <li>- Crime/robbery/drugs</li> <li>- Lack of information for citizens</li> <li>- Lacking community outreach/resources</li> <li>- Jobless people/poor economy</li> <li>- Lack of sidewalks &amp; lighting</li> <li>- Poor planning/lack of a plan for area</li> <li>- Area could grow faster than available school capacity</li> <li>- Loitering/open containers outside at stores make area unsafe</li> </ul>

The November 12<sup>th</sup> Envision Ensley workshop built upon the community attributes identified above. Residents were tasked with identifying the short- and long-term improvements they wanted to see the Ensley Redevelopment Plan accomplish. The following improvements were identified:

- Chemstrand Rd from Nine Mile Rd. to E. Johnson Rd. add sidewalks
- Add left turn lane and light on Chemstrand Rd. at Nine Mile Rd.
- Add left turn signal on Detroit Blvd. at U.S. 29 – both directions (x2)
- Add sidewalks on E. Johnson Ave. past Greenacres to Cody Ln. on both sides
- Traffic signal synchronization
- Street lights on E. Johnson Ave.
- Clean up abandoned lots
- More police presence (x2)
- Streetlights and sidewalks on all major thoroughfares and side streets
- Large community center with gym, multi-purpose rooms, kitchen, pavilions outside, public pool, tennis courts, athletic/recreational events, skate park, computer lab and library (x2)
- Smaller parks strategically placed in community
- Cultural festival/events
- Partnership with St. James Church to build community center (church will provide land with entrance from Vickie St.
- Expand sewer system throughout CRA
- Improvement to Ensley Elementary School crossing guards signage and road striping.
- Street lights, trash containers, benches, and bike paths for: Nine Mile Rd., Olive Rd., N. Palafox St., U.S. 29, Cody Ln.
- Finish sidewalks network from E. Johnson Ave. and Chemstrand Rd. and Chisholm Rd., Airway Dr. and Briese Ln.
- Sidewalks on N. Palafox St.
- Dedicated bike lanes
- Bus stop improvements (shelters and other amenities)
- Design retention ponds to double as public spaces
- Infill development/better utilization of Sears Blvd. Industrial Park
- Improved street connectivity
- Sidewalks on Tower Dr. and Detroit Blvd.
- Community Center between Sunny Lane & Sunny Acres/Partnership with St. James Church
- Widen N. Palafox St.
- Staff the Sherriff's Office substation 24-hours a day
- Improve bus routes/handicapped service
- Speed bumps at Tower Dr. & Detroit
- Streetlights and sidewalks on E. Johnson Ave. from Airway Dr. to Cody Ln.
- Streetlights and sidewalks on Chemstrand Rd. from Johnson to E. Nine Mile Rd.
- Bike lanes on Chemstrand from E. Johnson Ave. to E. Nine Mile
- No entrance through Topeka or Camden roads for the new subdivision (x2)
- Redevelopment of K-Mart shopping center
- Improve drainage/clean existing ditches
- Traffic merging issues/congestion on U.S. 29 from I-10 during evening rush hour
- Trim trees over roads

## APPENDIX B: STATUTORY REQUIREMENTS

This section addresses certain specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each subsection requirement from 163.360 and 163.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

### **163.360 – Community Redevelopment Plans**

#### **Section 163.360 (1), Determination of Slum or Blight By Resolution**

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: Escambia County previously conducted a blight study which established conditions of blight in Ensley and designated the area as appropriate for community redevelopment.

#### **Section 163.360 (2)(b), Completeness**

This section requires that the Redevelopment Plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area, as well as zoning or planning changes, land uses, maximum densities, and building requirements.

Action: These issues are addressed in Chapters 2 and 3 of the Redevelopment Plan.

#### **Section 163.360 (2)(c), Development of Affordable Housing**

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action: The Redevelopment Plan anticipates the need to maintain and expand affordable housing in Ensley. The Escambia County Community Redevelopment Agency will coordinate with local housing developers to seek opportunities for the development of additional affordable housing.

#### **Section 163.360 (4), Plan Preparation and Submittal Requirements**

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action: Escambia County Community Redevelopment Agency staff prepared the Ensley Redevelopment Plan.

#### **Section 163.360 (5), (6), (7)(a)(d), Plan Approval**

**163.360 (5)**. The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Plan as provided by statute. The Board of County Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

**163.360 (6)**. The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in the area of operation of the Ensley Redevelopment Area.

Action: A public hearing on the Ensley Redevelopment Plan will be held at a future date.

**163.360 (7)**. Following the public hearing described above, Escambia County may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action: To minimize the relocation impact, the CRA will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action: The need for, and role of, private enterprise and investment to ensure the successful rehabilitation or redevelopment of the Ensley area is described throughout the Plan.

### **Section 163.360 (8)(a)(b), Land Acquisition**

These sections of the statute establish requirements for the acquisition of vacant land for the purpose of developing residential and non-residential uses. The Redevelopment Plan supports future development of both residential and non-residential uses at various locations in the redevelopment area as described in Chapter 3. The Plan identifies strategies that will promote and facilitate public and private sector investment in vacant land acquisition for these purposes.

### **Chapter 163.362 - Contents of Community Redevelopment Plans**

Every community redevelopment plan shall:

#### **Chapter 163.362(1) Legal Description**

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action: A legal description of the boundaries is contained in Escambia County Board of County Commissioners Resolution R2014-146 and the Finding of Necessity Report, which are attached and incorporated herein by reference.

**Chapter 163.362(2) Show By Diagram and General Terms:**

(a) Approximate amount of open space and the street layout.

Action: This task is achieved in the Redevelopment Plan in Chapter 2 and Chapter 3. Figure 3.1 demonstrates the location for potential areas to be preserved as open space.

(b) Limitations on the type, size, height, number and proposed use of buildings.

Action: These are described in general terms in Chapter 2, however it is expected that the County's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations. This redevelopment plan does not add any new limitations on the type, size, height, number and proposed use of buildings in the Ensley Redevelopment Area.

(c) The approximate number of dwelling units.

Action: This redevelopment plan does not include any capital improvements for the development of new housing units – therefore, no estimation of new dwelling units is included in this plan. However, based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Ensley, it can be reasonably expected that new investment in housing will occur over time. Future developments of moderate to high density residential projects are encouraged in other areas of the redevelopment area, as well as new investment in single family infill. Residential density in Ensley is expected to increase.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.

Action: Proposed future uses and activities of this nature are described in Chapter 2.

**Chapter 163.362(3) Neighborhood Impact Element**

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

The Ensley Redevelopment Area contains a significant number of dwelling units which may be considered low to moderate-income units. The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Ensley Redevelopment Plan will contribute significantly in improving the quality of life for Ensley residents. Potential impacts are summarized below for each category required by statute: relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

**Relocation**

The Redevelopment Plan as proposed supports the preservation of existing residential areas and does not require the relocation of any of the low or moderate income residents of the redevelopment area. To minimize the relocation impact, the Community Redevelopment Agency will provide support services and equitable financial

treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/ redeveloped buildings that will contain residential and commercial space.

### **Traffic Circulation**

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Ensley Redevelopment Area. The primary corridor improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

### **Environmental Quality**

Escambia County Community Redevelopment Agency will work closely with developers to ensure anticipated new development does not negatively affect the drainage capacity of the area, and, when feasible, support on-site provision of stormwater retention facilities for new development. The development of vacant and/or underutilized sites within Ensley may result in minor increases in the amount of stormwater runoff which may contain pollutants. The Redevelopment Plan recommends pursuing environmental remediation in close cooperation with property owners to ensure that the pollutants are handled adequately prior to new development on identified brownfield sites.

The county will closely monitor the capacity of the existing and planned stormwater infrastructure to ensure sufficient capacity exists, and there are no negative impacts from development. In terms of vegetation and air quality, proposed streetscape improvements are anticipated to add vegetation to Ensley and preserve existing mature tree canopies.

No negative impact on the existing sanitary sewer is expected from implementation of the Redevelopment Plan, and expansion of said sewer may be required to spur redevelopment. If future deficiencies are projected, the county and the Redevelopment Agency will ensure that adequate capacity is available at the time of development.

### **Community Facilities and Services**

The Redevelopment Plan presents strategies to create a number of town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Existing open space/recreation facilities in Ensley and its vicinity include: John R. Jones, Jr. Park and Old Ensley School Park. The Plan recognizes the importance of these facilities and supports improvements of these facilities.

### **Effect on School Population**

The Redevelopment Plan does not anticipate significantly affecting Ensley school population. Any increase in school population is expected to be absorbed by the existing schools in the area. The Redevelopment Plan recommends streetscape improvements and sidewalks connecting the area schools to improve pedestrian safety and walkability for students and parents who walk to school. The County and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board's plans for area schools are consistent with the Redevelopment Plan.

### **Physical and Social Quality**

The Plan's recommendations to continue with improvements to the existing streetscape environment, to redevelop vacant land and former industrial sites, to establish urban design and architectural standards for new development, and to continue code enforcement will have a positive impact on Ensley's physical and visual character.

Implementation of the redevelopment plan will also improve community access to the social service network currently available to local residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

#### **Chapter 163.362(4) Identify Specifically any Publicly Funded Capital Projects**

Publicly Funded Capital Improvements are identified in Chapter 4 of the Plan.

#### **Chapter 163.362(5) (6) Safeguards and Retention of Control**

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action: The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment area are carried out pursuant to the redevelopment plan:

The Community Redevelopment Plan is the guiding document for future development and redevelopment in and for the Ensley Redevelopment Area. In order to assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this Plan, the Escambia County Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by Escambia County to permit development and redevelopment within its jurisdiction. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and County-authorized development review, permitting and approval processes. Per Florida Statute, Escambia County retains the vested authority and responsibility for:

- The power to grant final approval to Redevelopment Plans and modifications.
- The power to authorize issuance of revenue bonds as set forth in Section 163.385.
- The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), and the power to assume the responsibility to bear loss as provided in Section 163.370(3).

In accordance with Section 163.356(3)(c), by March 31 of each year the Redevelopment Agency shall file an Annual Report with Escambia County detailing the Agency's activities for the preceding fiscal year. The report shall include a complete financial statement describing assets, liabilities, income and operating expenses. At the time of filing, the Agency shall publish in a newspaper of general circulation a notice that the report has been filed with the County and is available for inspection during business hours in the office of the County Clerk and the Escambia County Community Redevelopment Agency.

The Community Redevelopment Agency shall maintain adequate records to provide for an annual audit, which shall be conducted by an independent auditor and will be included as part of the Escambia County Comprehensive Annual Financial Report for the preceding fiscal year. A copy of the Agency audit, as described in the CAFR will be forwarded to each taxing authority.

The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of the redevelopment plan.

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency after notice and public hearing. If the Plan is modified, changed, or amended after the lease or sale of property by the Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

When considering modifications, changes, or amendments in the redevelopment plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Proposed minor changes in the Plan will be communicated by the agency responsible to the affected property owner(s).

#### **Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons**

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action: As previously stated, to minimize the relocation impact, the Agency will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

#### **Chapter 163.362(8) Element of Residential Use**

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action: There are residential uses of various types and character, including, single-family, multi-family, rental units, owner-occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly with regard to developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base in Ensley is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment area will comprise components of the work force and the market, which will generate economic activity.

**Chapter 163.362(9) Statement of Projected Costs**

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action: Project costs and funding sources are described in Chapter 4 of the Redevelopment Plan.

**Chapter 163.362(10) Duration of Plan**

Provide a time certain for completing all redevelopment financed by increment revenues.

Action: The Ensley Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area through 2046.

## APPENDIX C: TAX INCREMENT FINANCING

Tax increment financing (TIF) is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Because it is a frequently relied-upon tool for project financing, it is explored more fully here. This section presents a brief history of tax increment financing, types of expenses allowed, and TIF revenue projections that the Ensley redevelopment area may generate in the next forty years.

### History of Tax Increment Financing

TIF was originally developed over 50 years ago as a method to finance public improvements in distressed areas where redevelopment would not otherwise occur. TIF is separate from grants or government funds, and given reductions in federal funds available for local projects in recent years TIF has increasingly developed into a primary means to finance local redevelopment.

State law controls tax increment financing. Because of this control, tax increment financing takes on a number of different techniques and appearances throughout the country. In Florida, tax increment financing is authorized in the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act, as amended in 1977, provides for a combination of public and private redevelopment efforts and authorizes the use of tax increment financing. Under the Statutes, municipalities must go through a number of steps to establish a redevelopment area and implement a tax increment financing district for that area.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by allocating any increases in taxable assessed value to the area. The current assessed value of the district is set as the base and any increases (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments. The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 75 percent are deposited to the trust fund. The remaining 25 percent of the incremental growth is kept by the local government as a collection fee.

### Type of Expenses Allowed

Funds from the redevelopment trust fund may be expended for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to:

- Establishment and operations: The implementation and administrative expenses of the community redevelopment agency.
- Planning and analysis: Development of necessary engineering, architectural, and financial plans.
- Financing: Issuance and repayment of debt for proposed capital improvements contained in the community redevelopment plan.
- Acquisition: The acquisition of real property.
- Preparation: Tasks related to site preparation, including the relocation of existing residents.

According to F.S. 163.370(2), TIF funds may not be used for the following purposes:

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,
- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have otherwise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

In addition, tax increment funds cannot be spent on capital projects contained in the local government's Capital Improvement Plan for the preceding three years.

APPENDIX D: RESOLUTION R2014-146

Escambia County  
Clerk's Original

2014-001262 BCC  
Dec. 11, 2014 Page 1

12/11/2014 5:33pm PH.

RESOLUTION R2014-146

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ENSLEY COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ENSLEY COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ENSLEY AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1. Authority.** This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Ensley Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Ensley Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Ensley Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.
- c) The Board of County Commissioners finds and determines that there exists a

Date: 12/15/2014 Verified By: J. Canew

need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Ensley Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Ensley Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

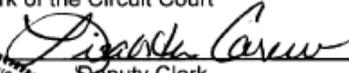
Adopted this 11<sup>th</sup> day of December, 2014.

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

BY:   
Steven Barry, Chairman

Attest:  
PAM CHILDERS  
Clerk of the Circuit Court

Date Executed  
12/11/2014

  
Deputy Clerk



Approved as to form and legal sufficiency.

By/Title:   
Date: 11/24/14

EXHIBIT "A"

Legal Description  
Ensley Redevelopment Area  
November 5, 2014

This description is intended solely for the purpose of identifying the Ensley Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) and the South right-of-way line of East Nine Mile Road (200' R/W); thence run East along said South right-of-way line of East Nine Mile Road (200' R/W) to the West right-of-way line of Jernigan Road (66' R/W); thence run south along said West right-of-way line of said Jernigan Road (66' R/W) and the West right-of-way line Cody Lane (R/W varies) to the South right-of-way line of East Olive Road (R/W varies); thence run West along said South right-of-way line of East Olive Road (R/W varies) to the Northwest corner of Lot 1, Block "W", Oak Forest Subdivision as recorded in Plat Book 10 at page 100 of the public records of Escambia County, Florida, thence run in a Southeasterly, Westerly and Southeasterly direction along the West boundary of said Oak Forest Subdivision to the most Southerly corner of Lot 47, Block "W", thence continue on an extension of the line last run for 100.00 feet to the East line of a Gulf Power Easement (100' Easement); thence run Northeast 433 feet, more or less, to the Northwest corner of that parcel of land recorded in Official Records Book 6620 at page 590 of the public records of Escambia County, Florida; thence run Southeasterly along the North line of said parcel for 154.2 feet to the Southwest corner of Lot 52, Block "A", Carlisle Subdivision Unit 2 as recorded in Plat Book 9 at page 85 of the public records of said County; thence Southeasterly along the West line of said Carlisle Subdivision Unit 2 to the North right-of-way line of Interstate 10; thence run West along said North right-of-way line and extension thereof to the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W); thence run Northerly along said East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) to the Point of Beginning.

**Findings of Necessity  
Proposed Ensley Redevelopment Area**

**Introduction**

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Ensley Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

**Findings**

A "blighted area" is a area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted during 2014, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 52% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of

structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. Many of the homes were constructed prior to 1982. The age and conditions of the structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.

The residents' economic conditions indicate economic distress of the proposed Ensley Area. This contributes to the diminished re-investment and new development in the area as highlighted by the following:

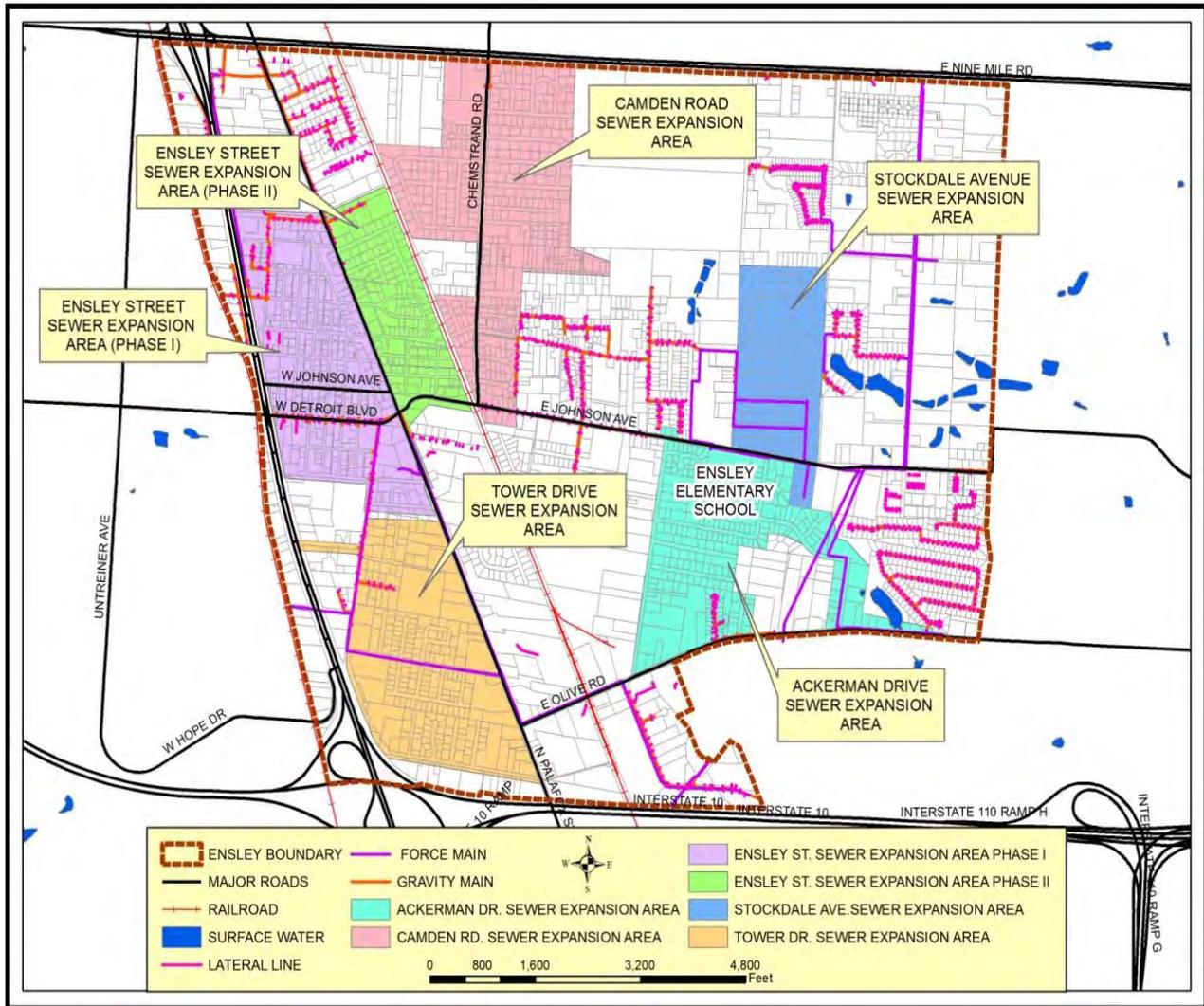
- The average median owner-occupied housing value of \$114,000 in the proposed area compared to the County median of \$132,412.
- The average median household income in the area is \$39,000 compared to the County median income of \$42,100.

#### **Summary**

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.



# APPENDIX E: PROPOSED ECUA SEWER EXPANSION AREA



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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ensley Redevelopment Plan

Date: 5/11/16

Date due for placement on agenda: 6/7/16 Planning Board

Requested by Max Rogers, AICP, Dev. Program Manager

Phone Number: 595-3499



(LEGAL DEPARTMENT USE ONLY)

Legal Review by Meredith Crawford

Date Received: 5/2/16

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

# DRAFT

## MINUTES OF THE ESCAMBIA COUNTY PLANNING BOARD

June 7, 2016

CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(9:25 A.M. – 11:57 A.M.)

Present: Wayne Briske, Chairman  
Tim Tate, Vice Chairman  
Alvin Wingate  
Patty Hightower, School Board (non-voting)  
Stephanie Oram, Navy (Non voting)  
Timothy Pyle  
Reid Rushing

Absent: Rodger Lowery  
Bob Cordes

Staff Present: Allyson Cain, Urban Planner, Planning & Zoning  
Andrew Holmer, Division Manager, Planning & Zoning  
Griffin Vickery, Urban Planner, Planning & Zoning  
Horace Jones, Director, Development Services  
John Fisher, Senior Urban Planner, Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
Kayla Meador, Sr Office Assistant  
Meredith Crawford, Assistant County Attorney

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Tim Tate, Seconded by Reid Rushing

Motion was made to accept the proof of publication and waive the reading of the legal advertisement.

**Vote:** 5 - 0 Approved

Other: Rodger Lowery (ABSENT)

Bob Cordes (ABSENT)

4. Approval of Minutes.

A.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the April 5, 2016 Regular Planning Board Meeting.

B. Planning Board Monthly Action Follow-up Report for May 2016.

C. Planning Board 6-Month Outlook for June 2016.

Motion by Reid Rushing, Seconded by Tim Tate

Motion was made to approve the minutes from the Regular Planning Board Meeting held on April 5, 2016.

**Vote:** 5 - 0 Approved

Other: Rodger Lowery (ABSENT)

Bob Cordes (ABSENT)

5. Acceptance of Planning Board Meeting Packet.

6. Public Hearings.



A.

**A Public Hearing Concerning the Review of Ensley Redevelopment Plan and Recommend Determination of Conformance With the Comprehensive Plan**

That the Planning Board review and recommend to the Board of County Commissioners (BCC) adoption of the Ensley Redevelopment Plan and determine that the plan is in conformance with the local Comprehensive Plan.

Motion by Tim Tate, Seconded by Alvin Wingate

Motion was made to accept and recommend approval to the BCC.

**Vote:** 5 - 0 Approved

Other: Rodger Lowery (ABSENT)

Bob Cordes (ABSENT)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10959**

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

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Schedule and Advertise a Public Hearing to Consider Adoption of the Atwood Redevelopment Trust Fund Ordinance

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Atwood Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising a Public Hearing for Thursday, October 20, 2016 at 5:34 p.m., for consideration to adopt an Ordinance of Escambia County, Florida, relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Atwood Redevelopment District projects; providing for short title; providing for legislative findings; providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

**BACKGROUND:**

On May 21, 2015, the Escambia County Board of County Commissioners adopted a Resolution (R2015-64) creating the Atwood Redevelopment District.

On September 22, 2016 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing for Thursday, October 20, 2016, at 5:34 p.m., to consider adoption of an Ordinance to establish the Atwood Redevelopment Trust Fund Ordinance. A copy of the Ordinance is attached.

**BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Ordinance was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Schedule a Public Hearing for consideration to adopt an Ordinance is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Atwood area by conducting a series of four monthly public community meetings January 2016 thru April 2016. Upon adoption by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

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**Attachments**

Ordinance Atwood Dist Sept2016

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**ORDINANCE 2016-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, FOR ATWOOD REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

**WHEREAS**, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

**WHEREAS**, on May 21, 2015, the Board of County Commissioners adopted the Atwood Resolution of Findings (R2015-64) of slum and blight and a shortage of affordable housing for low and moderate income households in the Atwood community; and

**WHEREAS**, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Atwood Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the continued protection of the health, safety, and welfare of the citizens of the County through the Community Redevelopment Act.

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

**Section 1.** Chapter 46, Article VI, Section 46-292 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

**Sec. 46-292. The Atwood Redevelopment Trust Fund Ordinance.**

- (1) Title.** This section shall be known as the "The Atwood Redevelopment Trust Fund Ordinance," and may be cited as such, and will be referred to herein as "this section".

**(2) Legislative Findings:**

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared: i) that five blighted areas existed in Escambia County; ii) that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas was necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slum and blight; iii) that said blighted areas were appropriate for community redevelopment projects; and iv) that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended. These resolutions designated the blighted areas as community redevelopment areas.
- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2015-64 and Ordinance 2016-\_\_\_\_ are supported by competent and substantial evidence and that said findings determinations, declarations, and actions are valid as it relates to the purpose of this Ordinance. The boundaries of the area are described as follows:

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of way line of Caminitti

Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies); thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

d. In addition, the Board makes the following finding:

Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Atwood Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by §163.346, Florida Statutes, as amended.

**(3) Definitions.** Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

**(4) Establishment of Redevelopment Trust Fund.**

For the duration of the Atwood Redevelopment Plan, such plan shall be funded by the Atwood Redevelopment Trust Fund. Pursuant to §163.387, Florida Statutes, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Atwood Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by §163.387, Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Atwood Redevelopment District;
- d. Property clearance and preparation of the Atwood Redevelopment District for redevelopment and for relocation of site occupants as provided for §163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

**(5) Funding of Redevelopment Trust Fund.**

- a. For the duration of any community redevelopment project undertaken in the Atwood Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to **75%** of the difference between:
  - 1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Atwood Redevelopment Area; and
  - 2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing

authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Atwood Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

- b. Pursuant to §163.387(2), Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in §163.387, Florida Statutes, as amended.
  - c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to §163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in the aforementioned paragraphs.
  - d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.
- (6) Disposition of Monies Upon Expiration of the Fiscal Year.** Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with §163.387(7), Florida Statutes, as amended.

(7) **Annual Audit.** The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

**Section 2. Severability.**

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

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

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

**Section 4. Effective Date.**

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

**DONE AND ENACTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

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

BY: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

**ATTEST: PAM CHILDERS  
Clerk to the Circuit Court**

BY: \_\_\_\_\_  
**Deputy Clerk**  
(Seal)

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

Approved as to form and legal  
sufficiency.  
By/Title: \_\_\_\_\_  
Date: 8/22/16



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10957**

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

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Schedule and Advertise a Public Hearing to Adopt the Ensley Redevelopment Trust Fund Ordinance

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Scheduling and Advertising a Public Hearing to Consider Adoption of the Ensley Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, October 20, 2016 at 5:32 p.m., for consideration to adopt an Ordinance of Escambia County, Florida, relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Ensley Redevelopment District projects; providing for short title; Providing for legislative findings; Providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

**BACKGROUND:**

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-146) creating the Ensley Redevelopment District.

On September 22, 2016, at 9:00 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing for Thursday, October 20, 2016, at 5:32 p.m., to consider adoption of an Ordinance to establish the Ensley Redevelopment Trust Fund Ordinance. A copy of the Ordinance is attached.

**BUDGETARY IMPACT:**

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Ordinance was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Schedule a Public Hearing to adopt an Ordinance is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

Upon Board adoption of the Ordinance, NHS/CRA staff, in coordination with other County Departments, Chris Jones Property Appraisers, and the various Neighborhood Groups in Ensley District, will process the necessary documents for the Ensley Trust Fund for the designated area.

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**Attachments**

Ordinance Ensley Sept2016

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ORDINANCE 2016-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, FOR ENSLEY REDEVELOPMENT AREA PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

**WHEREAS**, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

**WHEREAS**, on December 11, 2014, the Board of County Commissioners adopted the Ensley Resolution of Findings (R2014-146) of slum and blight and a shortage of affordable housing for low and moderate income households in the Ensley community; and

**WHEREAS**, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Ensley Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the continued protection of the health, safety, and welfare of the citizens of the County through the Community Redevelopment Act.

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

**Section 1.** Chapter 46, Article VI, Section 46-291 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

**Sec. 46-291. The Ensley Redevelopment Trust Fund Ordinance.**

(1) **Title.** This section shall be known as the "The Ensley Redevelopment Trust Fund Ordinance," and may be cited as such, and will be referred to herein as "this section".

(2) **Legislative Findings:**

a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board")

adopted resolutions by which it found and declared: i) that five blighted areas existed in Escambia County; ii) that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; iii) that said blighted areas were appropriate for community redevelopment projects; and iv) that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended. These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. On August 18, 2016, the Board further adopted the Ensley Redevelopment Plan for community redevelopment projects conducted by the Community Redevelopment Agency. The boundaries of the area are described as follows:

Begin at the intersection of the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) and the South right-of-way line of East Nine Mile Road (200' R/W); thence run East along said South right-of-way line of East Nine Mile Road (200' R/W) to the West right-of-way line of Jernigan Road (66' R/W); thence run south along said West right-of-way line of said Jernigan Road (66' R/W) and the West right-of-way line Cody Lane (R/W varies) to the South right-of-way line of East Olive Road (R/W varies); thence run West along said South right-of-way line of East Olive Road (R/W varies) to the Northwest corner of Lot 1, Block "W", Oak Forest Subdivision as recorded in Plat Book 10 at page 100 of the public records of Escambia County, Florida, thence run in a Southeasterly, Westerly and Southeasterly direction along the West boundary of said Oak Forest Subdivision to the most Southerly corner of Lot 47, Block "W", thence continue on an extension of the line last run for 100.00 feet to the East line of a Gulf Power Easement (100' Easement); thence run Northeast 433 feet, more or less, to the Northwest corner of that parcel of land recorded in Official Records Book 6620 at page 590 of the public records of Escambia County, Florida; thence run Southeasterly along the North line of said parcel for 154.2 feet to the Southwest corner of Lot 52, Block "A", Carlisle Subdivision Unit 2 as recorded in Plat Book 9 at page 85 of the public records of said County; thence Southeasterly along the West line of said Carlisle Subdivision Unit 2 to the North right-of-way line of Interstate 10; thence run West along said North right-of-way line and extension thereof to the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W); thence run Northerly along said East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) to the Point of Beginning.

- d. In addition, the Board makes the following findings:
  - 1) The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2014-146 and Ordinance 2016—\_\_\_\_ are supported by competent and substantial evidence and that said findings

determinations, declarations, and actions are valid as it relates to the purpose of this Ordinance.

2) The Ensley Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Ensley Redevelopment Area is a blighted area within the meaning of this Ordinance.

3) Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Ensley Redevelopment Area, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by §163.346, Florida Statutes, as amended.

**(3) Definitions.** Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

**(4) Establishment of Redevelopment Trust Fund.**

For the duration of the Ensley Redevelopment Plan, such plan shall be funded by the Ensley Redevelopment Trust Fund. Pursuant to §163.387, Florida Statutes, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Ensley Redevelopment Area and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by §163.387, Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Ensley Redevelopment Area;
- d. Property clearance and preparation of the Ensley Redevelopment Area for redevelopment and for relocation of site occupants as provided for §163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

**(5) Funding of Redevelopment Trust Fund.**

- a. For the duration of any community redevelopment project undertaken in the Ensley Redevelopment Area pursuant to the Ensley Redevelopment Plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of

each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to 75% of the difference between:

1) The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Ensley Redevelopment Area; and

2) The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Ensley Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

b. Pursuant to §163.387(2), Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in §163.387, Florida Statutes, as amended.

c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to §163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in the aforementioned paragraphs.

d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.

**(6) Disposition of Monies Upon Expiration of the Fiscal Year.** Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with §163.387(7), Florida Statutes, as amended.

(7) **Annual Audit.** The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

**Section 2. Severability.**

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

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

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

**Section 4. Effective Date.**

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

DONE AND ENACTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS  
Clerk to the Circuit Court

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

(Seal)

Enacted:  
Filed with Department of State:  
Effective:

Approved as to form and legal  
sufficiency.

By/Title: J. Daniel A. C. H.  
Date: 8/20/16



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-10956

County Administrator's Report 10. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/22/2016

Issue: Community Redevelopment Agency Meeting Minutes, August 18, 2016

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 18, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 18, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

**BACKGROUND:**

On August 18, 2016 the CRA meeting was convened to consider approval of multiple agenda items.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

There are no implementation or coordination tasks associated with this recommendation.

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## Attachments

CRAMinutes August2016

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**MINUTES  
COMMUNITY REDEVELOPMENT AGENCY  
August 18, 2016  
9:00 a.m.**

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

Present: Lumon May, Commissioner, District 3 - Chairman  
Doug Underhill, Commissioner, District 2  
Grover Robinson, IV, Commissioner, District 4  
Steven Barry, Commissioner, District 5

Absent: Wilson Robertson, Commissioner, District 1

Staff Present: Jack R. Brown, County Administrator  
Alison Rogers, County Attorney  
Amy Lovoy, Assistant County Administrator  
Chip Simmons, Assistant County Administrator  
Tonya Gant, Department Director  
Clara Long, Division Manager  
Melanie Johnson, Administrative Assistant  
Judy Whitterstaeter, Agenda Program Coordinator

Call to Order. **9:03 a.m.**

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

Proof of publication

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

COMMISSIONER BARRY OUT OF THE CHAMBERS.

**Vote: 3 - 0**

**I. Public Forum**

## II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 18, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 18, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

COMMISSIONER BARRY OUT OF THE CHAMBERS.

**Vote:** 3 - 0

## III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following ten Residential Rehab Grant Program Funding and Lien Agreements:

- 1 . The Agreements between Escambia County CRA and Brian M. Curley, owner of residential property located at 3118 West Gadsden Street, Brownsville Redevelopment District, each in the amount of \$2,595 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;
2. The Agreements between Escambia County CRA and Carol A. McKenzie, owner of residential property located at 101 Northwest Kalash Road, Warrington Redevelopment District, each in the amount of \$1,100 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
3. The Agreements between Escambia County CRA and Linda L. Suermann, owner of residential property located at 221 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,650 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
4. The Agreements between Escambia County CRA and Ruth E. Jernigan, owner of residential property located at 2612 West Blount Street, Brownsville Redevelopment District, each in the amount of \$2,137

representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;

5. The Agreements between Escambia County CRA and Helen Hartung, owner of residential property located at 320 East Winthrop Avenue, Warrington Redevelopment District, each in the amount of \$2,112 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;

6. The Agreements between Escambia County CRA and Erin P. Dooley, owner of residential property located at 506 East Sunset Avenue, Warrington Redevelopment District, each in the amount of \$4,500 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

7. The Agreements between Escambia County CRA and Richard O. and Susan D. B. Edmonston, owners of residential property located at 213 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$2,298 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and storm shutters installation;

8. The Agreements between Escambia County CRA and James F. Irby, IV, owner of residential property located at 220 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,361 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

9. The Agreements between Escambia County CRA and Karen D. Taylor, owner of residential property located at 219 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$5,317 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and sanitary sewer connection;

10. The Agreements between Escambia County CRA and Robert Pollak and Stephanie Schowalter, owners of residential property located at 3719 Idlewood Drive, Brownsville Redevelopment District, each in the amount of \$5,231 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for central heating and air conditioning installation/window replacement and storm shutter installation; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding Agreement – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding Agreement at 617 Lakewood Road:

A. Rescind the Board's action of July 19, 2016, approving the Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, Barrancas Redevelopment District, in the amount of \$2,162, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutter installation, CAR II-A(11), to correct, due to a scrivener's error, the maximum amount of the Grant noted in Item 3 of the Funding Agreement from \$6,000, to \$2,162;

B. Approve Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, in the Barrancas Redevelopment District, in the amount of \$2,162, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutter and window installation; and

C. Authorize the Chairman to sign the Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

3 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of five Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

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Property Owners	Address	Amount
Sarah Bowlby	2612 West Jackson Steet	\$5,456
Pamela T. Clyde	303 Southeast Kalash Road	\$2,400
Lynwood V. and Vicki A. Fletcher	632 Lakewood Road	\$5,600
Cecile Hines	13 Audusson Avenue	\$3,643
Curtis & Elizabeth Hughley	303 Lakewood Road	\$3,295

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

4 Recommendation Concerning the Cancellation of a Commercial Façade, Landscape, and Infrastructure Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Commercial Façade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following Cancellation of a Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Ball Bushing Warehouse, LLC	3825 West Navy Boulevard	\$8,600

B. Authorize the Chairman to execute the Cancellation of Lien document.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

5 Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 314 South Navy Boulevard - Tonya Gant, Neighborhood and Human Services Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 314 South Navy Boulevard:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in

the Warrington Redevelopment District, in the amount of \$1,548, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 370212, Object Code 58301, to install new signs; and

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

#### **IV. Discussion/Information Items**

Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-10903

County Administrator's Report 10. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/22/2016

Issue: Request for Disposition of Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

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**RECOMMENDATION:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

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**Attachments**

Property Disposition Form

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety

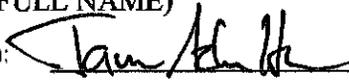
COST CENTER NO: 330206

Adam Harrison

DATE: 8/22/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 475-5530

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	56746	TOUGHBOOK	7EKSA38644	PANASONIC	2007	Poor/Outdated
N	56747	PANASONIC TOUGHBOOK	7EKSA38619	PANASONIC	2007	Poor/Outdated
N	56776	LATITUDE D520 LAPTOP	J0MWVD1	LATITUDE D	2007	Poor/Outdated
N	56826	PANASONIC TOUGHBOOK	7KKSA03227	CF-19	2008	Poor/Outdated
N	56827	PANASONIC TOUGHBOOK	7KKSA01364	CF-19	2008	Poor/Outdated
N	56829	PANASONIC TOUGHBOOK	7KKSA03236	CF-19	2008	Poor/Outdated
N	58188	LATITUDE 610 LAPTOP COMPUTER	FFX63B1	LATITUDE D	2008	Poor/Outdated
N	58502	LATITUDE E5400 LAPTOP	6GX8TL1	LATITUDE E	2010	Poor/Outdated
N	58184	LATITUDE 610 LAPTOP	DW9L3B1	LATITUDE 6	2008	Poor/Outdated
N	58187	LATITUDE 610 LAPTOP	FB073B1	LATITUDE D	2008	Poor/Outdated
N	56828	PANASONIC TOUGHBOOK	7KKSA03255	CF-19	2008	Poor/Outdated

Disposal Comments: All computers listed are out dated and unable to support current operating systems and software.

INFORMATION TECHNOLOGY (IT Technician):

TROY ROBINSON  
Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: Troy Robinson

TO: County Administration

Date: 8.25.2016

FROM: Escambia County Bureau

Bureau Chief (Signature): John S. Dosh

Bureau Chief (Print Name): JOHN S. DOSH

**RECOMMENDATION:**

TO: Board of County Commissioners

FROM: County Administration

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.

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety

COST CENTER NO: 330206

Adam Harrison

DATE: 8/22/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Adam Harrison*

Phone No: 475-5330

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	500628	MANIKIN RESUSCI ANNE	N/A	B09227	1990	Poor/Outdated
N	500924	PARAHAMMER 90	W/BITS	550505	1990	Poor/Outdated
N	500957	RESCUE TOOL VETTER	60336	VSM 14	1990	Poor/Outdated
N	501154	ICE MACHINE	910862800	GD-0402AS	1991	Poor/Outdated
N	501300	ICE MACHINE	911260872	200 CUBER	1991	Poor/Outdated
N	501991	ICE MACHINE	980763559	JD0252AS	1998	Poor/Outdated
N	502034	LIGHTBAR		SVS4801	1999	Poor/Outdated
N	50429	POWER UNIT TNT	T65378	GCAE158846	2001	Poor/Outdated
N	52956	GENERATOR	1000288	EMS000	2004	Poor/Outdated
N	54615	TREADMILL	05-94273I	TTZ700	2005	Poor/Outdated
N	56794	REPEATER STATION	474CER0285	TS766	2007	Poor/Outdated
		PORTABLE SURVIVAL RADIO	68AC121735	TS 1500	2000	Returned CRD
		PORTABLE SURVIVAL RADIO	68AC121732	TS 1500	2000	Returned CRD
		PORTABLE SURVIVAL RADIO	68AC121744	TS 1500	2000	Returned CRD
N	58822	HYDRA RAMI			2010	Poor/Outdated

Disposal Comments: All three portable radios were returned to the City Fire Department. All other items above are in Poor condition and have been removed from service.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration

Date: 8-23-2016

FROM: Escambia County Bureau

Bureau Chief (Signature): *John S. Dost*

Bureau Chief (Print Name): JOHN S. DOST

**RECOMMENDATION:**

TO: Board of County Commissioners

FROM: County Administration

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. dg 03-25-10

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

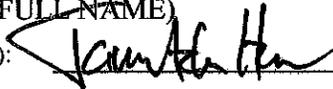
FROM: Disposing Bureau: Public Safety

COST CENTER NO: 330206

Adam Harrison

DATE: 8/22/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 475-5530

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	49985	MICROBOLOMETER	10315	MX	2001	Poor/Outdated
N	49992	THERMAL IMAGER	4260	TI	2001	Poor/Outdated
N	49993	THERMAL IMAGER	TI1-4261	TIX	2001	Poor/Outdated
N	49994	THERMAL IMAGER	4263	T1	2001	Poor/Outdated
N	50750	THERMAL IMAGER	TI1 4748	T1	2002	Poor/Outdated
N	50753	THERMAL IMAGER	TI1 4747	T1	2002	Poor/Outdated
N	50755	THERMAL IMAGER	TI1 4751	T1	2002	Poor/Outdated
N	50756	THERMAL IMAGER	TI1 4754	T1	2002	Poor/Outdated
N	34488	PUMP FUEL REGULAR	604	615	1988	Poor/Outdated
N	50904	WASHER	3010205082	SC18MN2Y	2002	Poor/Outdated
N	50985	PA SYSTEM	150002858		2002	Poor/Outdated
N	51536	BRUSH TRUCK	1FDAF57F13EA63295		2002	Poor/Outdated
N	52273	CAMERA HANDYCAM	1332207	DCR-PC105	2003	Poor/Outdated
N	53589	RADIO PORTABLE	355CEY1397	H01KDD9A	2004	Poor/Outdated
N	53963	WASHER	CSS1409100	GHW9150P	2005	Poor/Outdated
N	54051	ICE MACHINE			2005	Poor/Outdated
N	54696	ICE MACHINE	110097938	8570	2005	Poor/Outdated
N	55616	AC UNIT	0610772609/060512959	GSH130481/	2006	Poor/Outdated

Disposal Comments: The Thermal imagers have been traded in for credit towards newer models. All other items listed are in Poor condition and have been disposed of.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions:          Dispose-Good Condition-Unusable for BOCC

         Dispose-Bad Condition-Send for recycling-Unusable

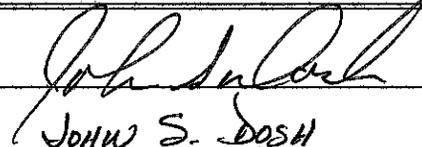
Computer is Ready for Disposition

Date:          Information Technology Technician Signature:         

TO: County Administration

Date: 8-23-2016

FROM: Escambia County Bureau

Bureau Chief (Signature): 

Bureau Chief (Print Name): JOHN S. DOSH

**RECOMMENDATION:**

TO: Board of County Commissioners

FROM: County Administration

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. dg 03-25-10



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10911**

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

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Amendment #3 to the Agreement between Pensacola State College and Escambia County

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Amendment #3 to the Agreement between Pensacola State College and Escambia County - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning Amendment #3 to the Agreement between Pensacola State College and Escambia County:

A. Approve the Amendment #3 that accommodates for the access and use of the Pensacola State College, Century Center for the potential use of the property as a Point of Distribution (POD) during disaster response and recovery efforts; and

B. Authorize the Chairman or Vice Chairman to sign the Agreement.

**BACKGROUND:**

In 1999, Escambia County entered into an agreement with the District Board of Trustees of Pensacola Junior College, now known as the District Board of Trustees of Pensacola State College, for the use of the Lou Ross Center as the County's designated Special Needs Hurricane Shelter. On October 21, 2010, the Board approved an Amendment to this agreement expanding the uses of the facility in an effort to leverage local resources in the event of community disaster response needs. On January 5, 2012, the Board again approved an amendment to the agreement allowing for even further expansion of uses for the Lou Ross Center to continue the effort of leveraging local resources in the event of community disaster response needs.

The Town of Century location was previously identified as a Point of Distribution (POD) for the county when the Escambia County School District owned the property, but with the change in ownership came the need to enter into a new agreement for the access and use of the property under the new ownership. With the continued support and partnership from the Pensacola State College, the college is again expanding their support to the county with the continued access and use of the Pensacola State College,

Century Center within the Town of Century for the potential use of this location as a POD that would service the northern area of the County and the Town of Century as disaster operations may identify the need.

**BUDGETARY IMPACT:**

There will be no budgetary impact to the county to enter into this agreement. However, any expenses incurred as a result of the use of this location as a POD during disaster response operations, will be absorbed by the county, which would typically occur under a Local State of Emergency.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' policies require agreements be approved by it.

**IMPLEMENTATION/COORDINATION:**

John Dosh, Emergency Management Division Manager, will oversee implementation of this agreement through Emergency Operation Center plans and programs upon approval of this agreement.

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**Attachments**

Amendment #3 PSC-County MOU

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**AMENDMENT #3 TO THE AGREEMENT BETWEEN  
PENSACOLA STATE COLLEGE AND ESCAMBIA COUNTY**

**THIS AMENDMENT** is made by and between The District Board of Trustees of Pensacola State College, Florida, (hereinafter referenced to as “College”), having an office at 1000 College Boulevard, Pensacola, Florida 32504, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referenced to as “County”), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, Amendment #1 entered into between the College and the County that was approved and executed by the County November 21, 2010, will remain in effect; and

**WHEREAS**, Amendment #2 entered into between the College and the County that was approved and executed by the County January 5, 2012, will remain in effect; and

**WHEREAS**, the original Agreement entered into between the College and the County that was approved by the County November 23, 1999, and executed November 30, 1999, and executed by the College November 16, 1999 will remain in effect as modified by the Amendment #1 November 21, 2010 and Amendment #2 January 5, 2012; and

**WHEREAS**, all conditions as identified in the original Agreement and the subsequent Amendments remain in effect unless otherwise modified by this Amendment #3;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, and conditions therein, the parties agree as follows:

1. The College has offered, and the County has accepted the use of the Pensacola State College, Century Center, located at 440 East Hecker Road, Century, Florida 32535 as a location to mobilize and operate a Point of Distribution (POD), that will function as a distribution point for disaster related basic needs supplies and resources to the public during times of community needs during disaster situations.
2. It is understood by both the County and the College that the following operational parameters shall apply to the access and use of the Century Center:
  - a. The decision to mobilize the POD operation will be coordinated and made within the County Emergency Operations Center (EOC) and in coordination with the College with as much lead time as possible, but a decision may be made with less than a 24-hour notice.
  - b. The College, through its designated representative, will provide access to the Century Center for the mobilization of the operation at the request of the EOC.

- c. Escambia County will be responsible for all POD operational elements and resource coordination to sustain the operation for the period identified during the disaster as the situation may dictate and coordinated through the County EOC and the College representative.**
- d. POD operations, post disaster impact, will likely be 7 to 14 days in duration, but could be extended based upon the disaster situation at hand. Typically, as local retailers reopen and are able to meet the community's basic needs after a disaster, POD operations are expected to demobilize.**
- e. The County understands that the Century Center has operational and mission responsibilities and will make POD operation mobilization and demobilization decisions with those College operational and mission responsibilities in mind.**
- f. Once mobilized, the College will provide 24 hour/7 day a week access to the Century Center location for the duration of the POD operation. Hours and days of operations may adjust based upon the disaster situation.**
- g. The County EOC will be responsible to coordinate, oversee, and manage all POD operations, to include the first 72-hours of operations that will initially be supported by the Florida National Guard soldiers, along with State of Florida logistical resources. County staff will be expected to back-fill the Florida National Guard soldiers at the 72-hour mark.**
- h. The College is providing access to outside bathrooms and the use of the dumpster on-site at no cost in support of the POD operation and POD staff if needed. Bathrooms will not be utilized by the public. Access will be coordinated through the County EOC with the College identified representative. Should the use of these facilities become excessive, the College representative will coordinate with the EOC for alternative logistical solutions to support the operation.**
- i. The College will provide access to the rear parking lot for POD operation staff parking.**
- j. College is providing access and use of the areas for the POD operation that will include the larger drive-thru area in the front of the main Century Center facility, to include the covered sidewalk areas. See site plan attached.**
- k. No access to the Century Center building is being committed to the POD operation other than the access to the outside bathrooms. Any additional building access will be requested and coordinated through the EOC with the College representative as the situation may dictate.**
- l. The County will be responsible for reasonable site clean-up and repairs as a result of the POD operation. All damages will need to be documented and properly reported through the EOC or County Emergency Management Director for proper**

restitution. All requests for financial reimbursement or for direct repair services shall be submitted within 30 days of the POD operation demobilization to the EOC through the College representative or to the Emergency Management Director for consideration.

- 3. Paragraph 11 of the original 1999 Agreement, as amended in Paragraph 17 of the 2010 Amendment #1 to the original 1999 Agreement, is hereby amended to expand the County's requirement for indemnification to include County employees, agents, contactors, and members of the public who enter upon the College's premises at the Century Center for purposes of operating or receiving assistance from the POD operation, subject to limits of maximum liability set forth in §768.28, Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2016 and the College signing by and through its President, who is duly authorized to execute same.

THE DISTRICT BOARD OF TRUSTEES OF  
PENSACOLA STATE COLLEGE, FLORIDA

By:   
C. Edward Meadows, President

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016

ESCAMBIA COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

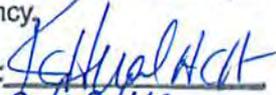
BCC Approved: \_\_\_\_\_  
BCC Executed: \_\_\_\_\_

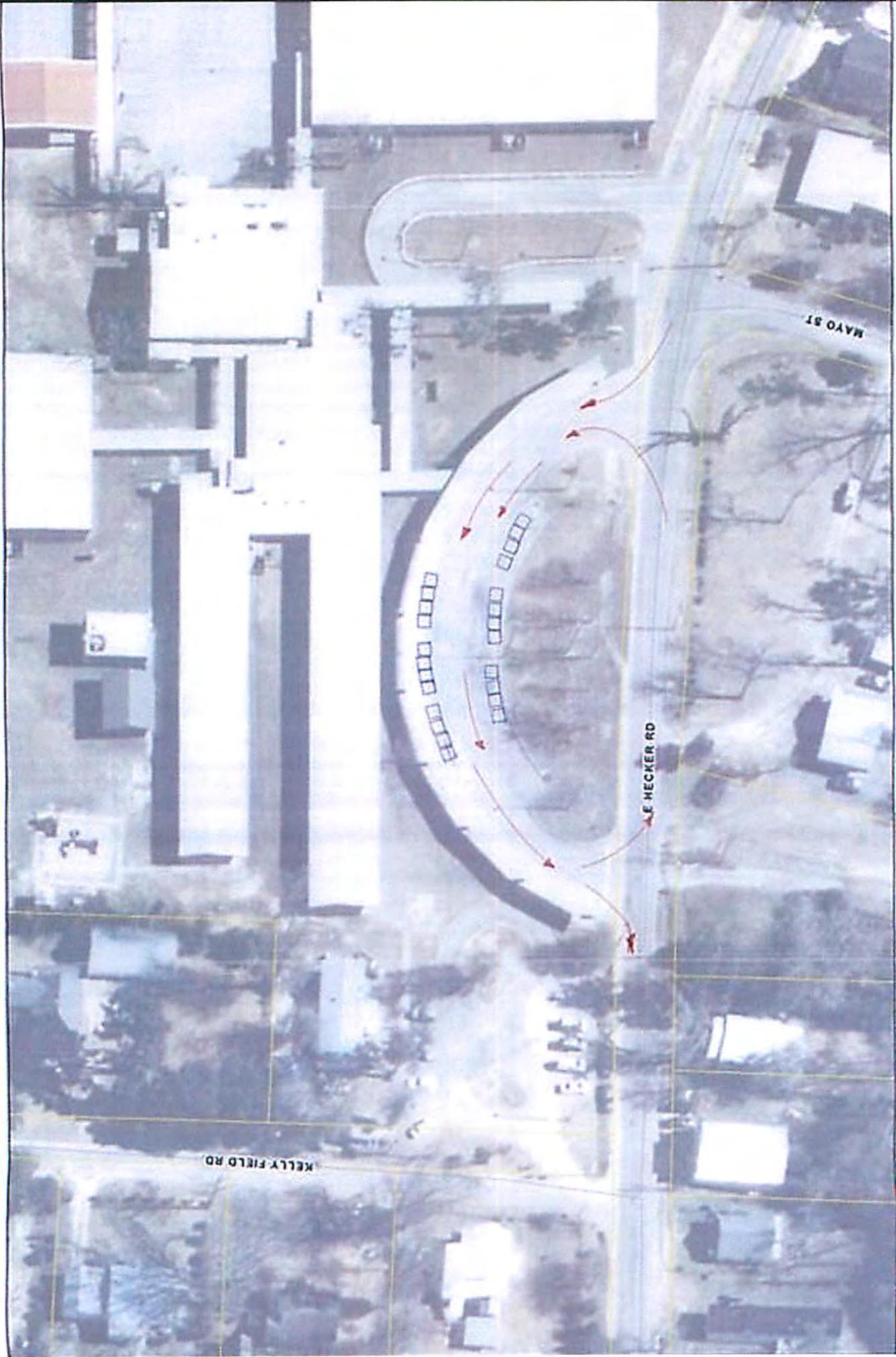
By: \_\_\_\_\_  
Deputy Clerk

Approved as to form:

  
Thomas J. Gilliam, Jr., General Counsel  
for Pensacola State College

Approved as to form and legal  
sufficiency.

By/Title:   
Date: 8/29/16



Prop. # 2 Garage / Laundry Elev. System TYPE II



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10636**

**County Administrator's Report 10. 11.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Conveyance of a Utility Easement to Emerald Coast Utilities Authority (ECUA) for a Supervisory Control and Data Acquisition System

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Conveyance of a Utility Easement to Emerald Coast Utilities Authority for Mariner Oaks Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a utility easement, located at the intersection of Alekai Drive and North Blue Angel Parkway - Mariner Oaks Subdivision, to Emerald Coast Utilities Authority (ECUA) for a Supervisory Control and Data Acquisition (SCADA) System:

A. Approve the utility easement, which covers 5,000 square feet and is located at the intersection of Alekai Drive and North Blue Angel Parkway - Mariner Oaks Subdivision, to Emerald Coast Utilities Authority (ECUA) for a SCADA System, and

B. Authorize the Chairman to sign, subject to Legal review and sign-off, the necessary documents granting the utility easement to ECUA.

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

**BACKGROUND:**

The County has a parcel of property which fronts on Blue Angel Parkway, identified as parcel reference number 08-2S-31-1500-042-002. The parcel was dedicated to the County pursuant to the recorded plat of Mariner Oaks Subdivision as Parcel "C" and is approximately 2.90 acres.

ECUA's potable water system is split into two zones (north and south), with a 24" water main currently runs along the eastern right of way of Blue Angel Parkway at this

location. ECUA uses zone valves to control and maintain proper pressure between the two zones. ECUA intends to install a Supervisory Control and Data Acquisition (SCADA) System, which will allow them to control and monitor the water and sewer systems from a central location. The system includes an automated valve, which can be controlled remotely, and a communication tower, which is necessary for communication between the control center and the valve system. The tower is approximately 30' in height and has a base area of between 10' x 10' to 30' x 30'.

To facilitate plans to install the control valve and related tower structure, ECUA is requesting the County convey a 50' x 100' portion of the referenced County parcel to ECUA.

**BUDGETARY IMPACT:**

All costs associated with accepting and recording of documents will be borne by ECUA.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Utility Easement was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to coordinate with ECUA.

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**Attachments**

Easement

Aerial Map

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## UTILITY EASEMENT

### STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration paid to Escambia County, a political subdivision of the State of Florida (whose address is 221 Palafox Place, Pensacola, Florida 32502), hereinafter referred to as Grantor, by Emerald Coast Utilities Authority, a governmental body, corporate and politic, of the State of Florida, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor as owner of that certain real property located in the County of Escambia, Florida (the Property) hereby grants, bargains, sells, transfers, and conveys unto Grantee, its successors and assigns, a perpetual easement with the right to enter upon, occupy and use the following described real property for the purpose of utility lines and facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress. Said parcel of land for the Utility Easement being described in Exhibit "A" which is attached hereto and made a part hereof.

The Grantor and the Grantee intend that the Grantor convey to the Grantee an easement and all the above-mentioned rights and privileges pertaining thereto with respect to a certain utility line or lines and to certain necessary related facilities which have been accepted or which, it is anticipated, will be accepted by the Grantee.

In executing the above easement the Grantor and the Grantee hereby covenant and agree that the above-described property shall not be used for purposes inconsistent with the location, construction, operation and maintenance of utility lines and related facilities. Grantee shall also have the right to cut down, trim, or otherwise maintain any foliage, undergrowth, or trees throughout the easement area and extending to five (5) feet on each side of the above-referenced easement area which may interfere with the Grantees' use of the easement area.

The Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the line or lines and facilities. Easily removable improvements, such as paving may be constructed with prior consent of the Grantee, and the Grantee shall not be liable or obligated for the cost of any repairs or replacement of any improvements which were constructed or erected thereon which may be required as a result of the Grantees' uncovering any of its utility lines or related facilities or exercising any of the other rights granted herein.

Subject to the limitations of Section 768.28, Florida Statutes, (2015) Grantee shall protect, indemnify, defend, and hold harmless Grantor from and against all losses, damages, expenses, and liability arising from any negligence on the part of Grantee or its employees, agents, contractors, and/or invitees associated with the exercise of any rights granted herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

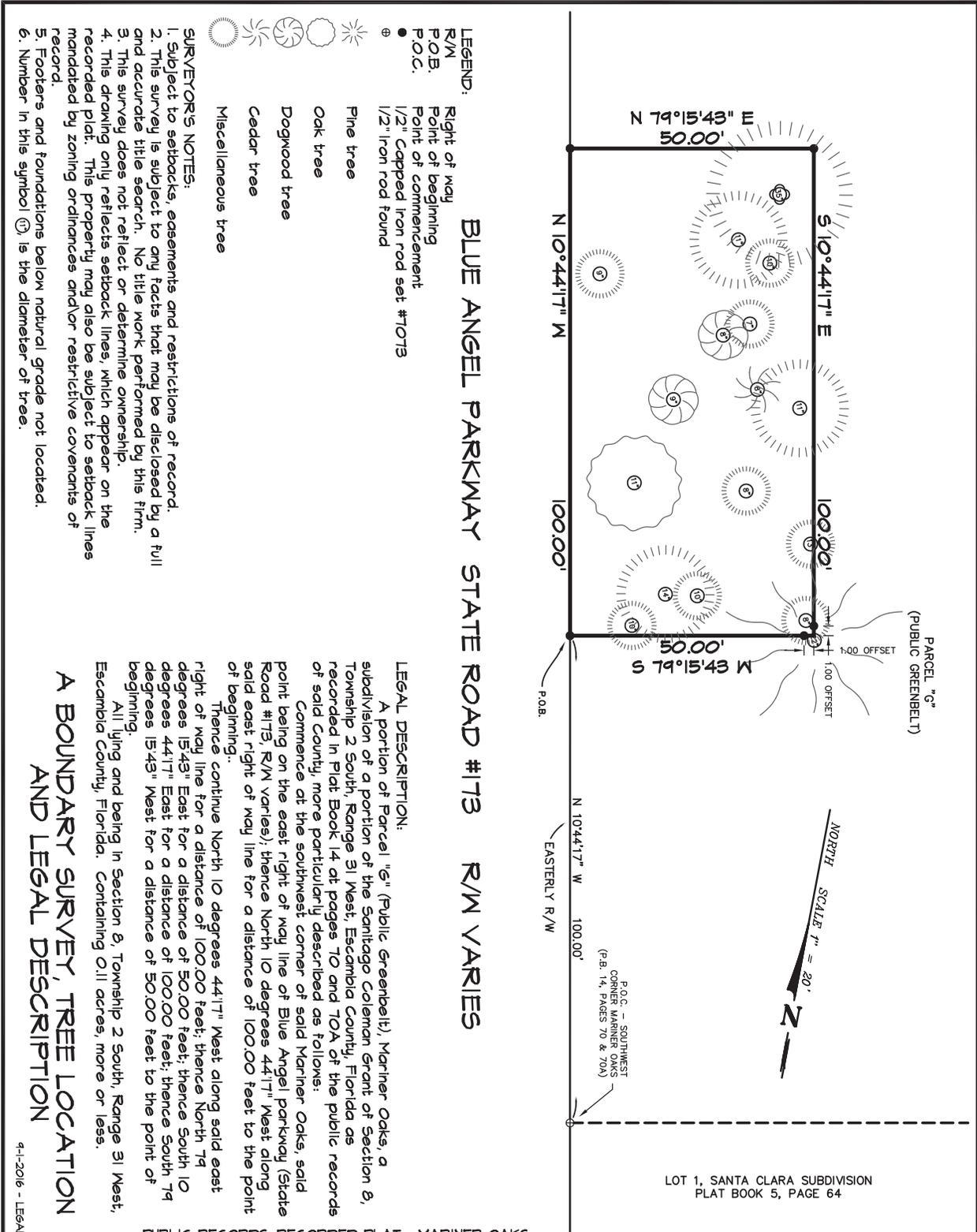
ATTEST: Pam Childers  
Clerk of the Circuit Court

This document was prepared by:  
Larry Goodwin, Right-of-Way Agent  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, FL 32514-0311

This document approved as to form  
and legal sufficiency.

By *Schulz*  
Title *Asst. County Attorney*  
Date *Aug. 11, 2016*

Exhibit "A"



Source of information: PUBLIC RECORDS; RECORDED PLAT: MARINER OAKS (P.B. 14, P. 70); SURVEYS BY THIS FIRM. Measurements made in accordance with United States Standards.

Drawn By	FNJ
Checked By	DDG
File No.	B-12241
Job No.	36122-16
Scale	1" = 20'
Date of Survey	8-18-2016
Date of Plat	8-18-2016
Date of Revision	4-1-2016
FB 1500	PG. 14
FB 1500	PG. 14
Encroachments	

**PITTMAN, GLAZE AND ASSOCIATES, INC.**  
**LAND SURVEYORS**  
 5700 N. DAVIS HIGHWAY, SUITE 3  
 PENSACOLA, FL 32503  
 Phone: (850) 434-6666  
 Fax: (850) 434-6661  
 Email: pgasurvey@bellsouth.net

**NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR**

**LIB No. 7073**

Bearing Reference: NORTH BASED ON THE EAST LINE OF BLUE ANGEL PARKWAY AS N 10°44'17" W

Ordered By: MR. LARRY GOODWIN Elevation Reference: \_\_\_\_\_

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

**David D. Glaze** PSM #5605

**Walter J. Glaze** PSM #6190

# Blue Angel Parkway SCADA Zone Valve and Tower



100 ft



**DISCLAIMER:**

This Emerald Coast Utilities Authority map/data is informational records of the approximate location of ECUA water and/or sewer facilities only. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown. It is provided for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. This map/data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10910**

**County Administrator's Report 10. 12.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Amendments to Traffic Signal Maintenance and Compensation Agreement

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning an Amendment to the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement:

A. Approve and Authorize the Chairman to sign the FDOT Amendment to the Traffic Signal Maintenance and Compensation Agreement; and

B. Authorize the Chairman to sign any future Amendments and any other documents related to the Traffic Signal Maintenance and Compensation Agreement without further action of the Board.

**BACKGROUND:**

On May 21, 2015, the Board of County Commissioners entered into the Florida Department of Transportation Traffic (FDOT) Signal Maintenance and Compensation Agreement. This Recommendation is that the Board approve the Amendments to such Agreement provided by FDOT.

Below is a list of the Amendments to the Agreement:

- Added Department of Financial Services/FDOT Comptroller standard payment terms to ensure invoices are paid and the Agreements will stand up to a financial review
- Simplified language for penalties and retainage
- Changed responsibility for pursuing 3rd party damage insurance from Maintaining Agency to FDOT

- Added requirement for the Maintaining Agency to provide an annual report of its traffic signal maintenance log
- Added Force Majeure clause to remove liability from both the Maintaining Agency and the FDOT in the event of an Act of God, etc.
- Changed responsibility for periodic mast arm maintenance from Maintaining Agency to FDOT
- Increased requirement for record retention from 3 to 5 years to comply with Florida's public record rule
- Increased time to repair critical detectors to 90 days (previous Agreement was 60 days)
- Decreased inspections to 50% of signals every year (previous Agreement was 100% per year)
- Added requirement to allow FDOT access to traffic signal data
- Deleted checklist in Exhibit C
- Added new Exhibit C with form for reimbursement for 3rd party damage

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Amendments to the Agreement.

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Escambia County Transportation & Traffic Operations staff will continue to coordinate with FDOT.

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**Attachments**

Amendment to Agrmnt

Request from FDOT

BCC Mins Orig Agrmnt

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

750-010-24  
TRAFFIC OPERATIONS  
06/16  
Page 1 of 1

CONTRACT NO. ARX19  
FINANCIAL PROJECT NO. 43673918801  
F.E.I.D. NO. F596000598174  
AMENDMENT NO. 1

**THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT** ("Amendment") is made and entered into on this 22nd day of September 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Escambia County Board of County Commissioners, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on May 21, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 9/18/16

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

CONTRACT NO. ARX19  
 FINANCIAL PROJECT NO. 43673918801  
 F.E.I.D. NO. F596000598174

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under \_\_\_\_\_ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form Invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

**REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

## ATTACHMENT 1

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11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates Chairman as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining 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.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. 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 five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. 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 Maintaining 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.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 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 \$25,000.00 and which have a term for a period of more than 1 year."

23. 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 Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
26. 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 Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining 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.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

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Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
  - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
  33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
  34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
  35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
  36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
  37. In no event shall the making by the Department of any payment to the Maintaining 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 Maintaining 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.
  38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
  39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
  - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

**ATTACHMENT 1**

**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**Reimbursement for Maintenance and Operation**

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY _____										
Effective Date: from _____ to _____										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
Total Lump Sum Amount*										

\*Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$\_\_\_\_\_.

\_\_\_\_\_  
Maintaining Agency Date

\_\_\_\_\_  
District Traffic Operations Engineer Date

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL**  
**MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT B**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

**2.0 COMPENSATION FOR MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
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damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT

## EXHIBIT C

Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
Maintaining Agency                      Date

\_\_\_\_\_  
District Traffic Operations Engineer      Date

## Johnny Pettigrew

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**From:** Melchi, Tammy [Tammy.Melchi@dot.state.fl.us]  
**Sent:** Monday, August 08, 2016 3:21 PM  
**Cc:** Shiver, Kenneth; Johnson, Cliff; Steverson, William; Watters, Harold "Mac"; Ringer, Brenda  
**Subject:** DATE SENSITIVE: TRAFFIC SIGNAL MAINTENANCE AGREEMENT AMENDMENT  
**Attachments:** Amendment Cover Page.pdf; Amendment Attachment.pdf

Traffic Signal Maintaining Agency Representatives:

Upon behalf of the Department of Transportation's Central Traffic Engineering and Operations Office in Tallahassee, the District Traffic Operations Office in Chipley is pleased to announce a new revision of the Traffic Signal Maintenance Agreement. It is anticipated that this amended agreement will be welcomed collectively by traffic signal maintaining agencies statewide as it clarifies the roles and responsibilities of both parties to the agreement, and actually lessens to a great extent the responsibilities of the local agencies.

The amended agreement is intended to institute a 'beginning of services date' retroactively coinciding with the beginning of the Department's current fiscal year (July 1, 2016). It is likely that all agencies will desire to take advantage of the more favorable terms and conditions of the new agreement as soon as possible, and a 60-day grace period has been established for execution during which the amended agreement will be made retroactive to the beginning of the fiscal year.

Upon review, approval, and execution by the governing body (i.e.: board, council, commission, etc.) for each agency, it is requested that two original copies of the agreement be returned to the District Traffic Operations Office (one of which will be returned to the agency upon final execution by the Department). In addition, please forward one original copy of the governing body's formal resolution or board approved meeting minutes.

**In summary, the Department is asking your agency to execute the amended agreement within 60-days of receipt of this notice, and return two original copies along with a formal resolution or officially approved meeting minutes.**

The District Traffic Operations Office sincerely appreciates your patience, assistance, and cooperation in this matter. Should additional discussion or information be necessary, please do not hesitate to contact me by email or phone: (850) 330-1269 or Kenny Shiver by email: [Kenneth.Shiver@dot.state.fl.us](mailto:Kenneth.Shiver@dot.state.fl.us) or phone: 850-330-1589.

Respectfully,

Tammy Melchi  
Traffic Regulation & Agreement Specialist  
FDOT Traffic Operations Office  
P.O. Box 607  
Chipley, FL 32440  
Office: 850-330-1269  
Fax: 850-330-1273

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

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CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. \_\_\_\_\_  
F.E.I.D. NO. \_\_\_\_\_

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and \_\_\_\_\_, Florida, ("Maintaining Agency").

**WITNESSETH:**

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under \_\_\_\_\_ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.
  1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices Traffic Signals and Devices upon completion of installation of each signal or device of the Traffic Signals and Devices. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as ("Traffic Signals and Devices").
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and

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b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

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3.4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

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4.5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

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5.7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection shall comply with the checklist included in Exhibit C. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that which require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring issues, repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), response to traffic impact including repair and replacement of all components damaged by the traffic impact, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any new painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% of the total annual compensation amount under this Agreement will be forfeited for the affected signal locations each month. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent,

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replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12<sup>th</sup> of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6.8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to 04/15 April 30, 2015, the Department may repaint or replace with the a galvanized mast arm. The aforementioned requirement is does not include apply to any mast arm that was installed under a separate mast arm paint finish agreement. In that such case, the terms of that agreement shall govern. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures Replacement at end of life cycle of the structure

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7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

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8.9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

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~~9-10.~~ The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, ~~sequence~~) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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~~9-11.~~ The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

~~12.~~ The Maintaining Agency and the Department shall update Exhibit A on an annual basis ~~through an amendment of this Agreement which Exhibit A is attached to and incorporated in this Agreement. The Maintaining Agency designates as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all a list of~~ Traffic Signals and Devices ~~that identifies their location and type on the State Highway System which are within the jurisdiction of the Maintaining Agency those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation.~~ No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. ~~New~~ Traffic Signals and Devices added by the Department during its fiscal year ~~through an amendment to Exhibit A~~ must be maintained and operated by the Maintaining Agency upon the Department's final acceptance ~~of installation of the new Traffic Signals and Devices, as stated in paragraph 2.~~ The Maintaining Agency and the Department shall ~~update amend~~ Exhibit A ~~preceding prior to the start of each new~~ Department's fiscal year ~~of the Department to reflect the addition or removal of Traffic Signals and Devices, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated.~~ The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices ~~that were added to Exhibit A by amendment of this Agreement~~ in the Department's fiscal year ~~occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department.~~ In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment ~~(minus any retainage or forfeiture)~~ as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. ~~Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.~~

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~~10-12.~~

~~14-13.~~ Payment will be made in accordance with Section 215.422, Florida Statutes.

~~12-14.~~ There shall be no reimbursement for travel expenses under this Agreement.

~~13-15.~~ Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

~~14-16.~~ The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

~~15-17.~~ If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining 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.

~~16-18.~~ A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 ~~or by calling the Division of Consumer Services at 1-877-693-5236.~~

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19. 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 ~~three~~ five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the ~~P~~project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the ~~P~~project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

~~20. 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 Maintaining 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.~~

~~17-21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.~~

~~18-22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:~~

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 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 \$25,000.00 and which have a term for a period of more than 1 year."

~~23. 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 Maintaining Agency, in writing, when funds are available.~~

~~19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.~~

~~20-24. In accordance with Section 287.134, Florida Statutes, a~~An entity or affiliate who has been placed on the ~~d~~iscriminatory ~~V~~endor ~~L~~ist 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

~~24-25. 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 thirty-six (36) months from the date of being placed on the convicted vendor list.~~

~~26. 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 Maintaining Agency.~~

~~27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.~~

~~28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.~~

~~22-29. The Maintaining 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.~~

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23-30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient Traffic Signal(s) and Device(s) maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24-31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

- a. Critical Detection device malfunctions: Critical Detection devices include is defined as the detectors on side streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detection within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detectors system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within stipulated a time frame determined in the sole discretion of the Departments. Discovery and correction dates for Critical Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device signal-location(s) each month will be withheld after the 90-day period. Critical-Detection-device-malfunctions: Critical-detection-is-defined-as-the-detection-on-side-streets-and-in-left-turn-lanes-on-the-main-streets,-and-all-pedestrian/bicycle-detection.-Repairs-to-the-side-street-and-main-street-left-turn-detections-shall-be-made-within-sixty (60)-days-of-discovery-and-repairs-to-the-pedestrian-detection-shall-be-made-within-72-hours-after-notification.-All these-events-shall-be-logged-into-the-annual-report.-If-repairs-cannot-be-performed-within-60-days,-the-agency-shall document-the-reasons-why.-Discovery-of-such-events-shall-be-logged-into-the-annual-report.-The-Maintaining-Agency shall-ensure-that-90%-of-all-critical-detectors-systemwide-are-operating-properly-at-all-time.-Any-time-the-level-drops below-90%,-the-Agency-would-have-ninety-(90)-days-to-correct-the-situation.-A-5%-retainage-of-the-total-annual compensation-amount-(as-shown-in-Exhibit-A)-will-be-withheld-when-ever-the-90%-critical-detection-requirement-is-not met-within-the-90-day-period.
- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited. Traffic signal preventive maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and, title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

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~~d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.~~

25.32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26.33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.

34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. From a data access perspective, the Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements, which that the Maintaining Agency enters into with other parties. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

27.

36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining 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 Maintaining 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.

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

29.39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

30.40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

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~~42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.~~

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~~32.43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.~~

~~33.44. The Maintaining Agency shall:~~  
a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the ~~Agreement~~contract; and  
b. expressly require any contractors and subcontractors performing work or providing services pursuant to the ~~state contract~~-Agreement 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~~-Agreement term.

~~45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.~~

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~~46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.~~

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~~47. Exhibits A, B, and C, and ~~C~~ are attached and incorporated by reference into this Agreement.~~

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~~35.48. This Agreement contains all the terms and conditions agreed upon by the parties.~~

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IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

\_\_\_\_\_, Florida  
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
(Authorized Signature)

By \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Legal Review: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_



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**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

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**EXHIBIT B  
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE  
 This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION  
 For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

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Beginning in the fiscal year 2016-17, for traffic signals ~~which~~ that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts. Pedestrian Flashing Beacon; includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

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**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detect or	Uninterruptible Power Supplies (UPS)
2014-15*	\$ 2,951	\$738	\$295	\$738	\$148	\$148		
2015-16	3,040	760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.							
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.							
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.							

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

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**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**3.04.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

**EXHIBIT C**

**TRAFFIC SIGNAL MAST ARM CHECKLIST**

- Traffic Signal Mast Arm Checklist**
- Foundation, including condition of grout pad, if present
  - Anchor bolts and nuts
  - Base plate
  - Base plate connection to vertical member
  - Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
  - Connections between vertical and horizontal members
  - Any member splices
  - Attachments
  - Member caps

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**EXHIBIT C**  
Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:
Location of Accident/Incident:
Provide Police Report (if applicable) and the Following Information:
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>

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Contract No.:	_____
Project No.:	_____
<b>Total Lump Sum Reimbursement Amount:</b>	<b>\$ _____</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency \_\_\_\_\_ Date \_\_\_\_\_ District Traffic Operations Engineer \_\_\_\_\_ Date \_\_\_\_\_

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

13. Taking the following action concerning the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement:
  - A. Approving the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County, in the amount of \$477,280, for FDOT's 2015-2016 Fiscal Year (July 1, 2015, through June 30, 2016), to compensate the County for maintenance of traffic signals;
  - B. Adopting, and authorizing the Chairman to sign, a Resolution (*R2015-73*) authorizing execution of the Agreement;
  - C. Establishing three new positions, one Engineering Specialist and two Engineering Technicians, to be funded with monies from this Agreement, and to enable Escambia County to fulfill the requirements of the Agreement; and
  - D. Authorizing the hiring of one Engineering Specialist and one Engineering Technician and either an additional Engineering Technician or the purchase of a vehicle for signal maintenance.
14. See Page 21.

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CONTRACT NO. ARX19  
FINANCIAL PROJECT NO. 43673918801  
F.E.I.D. NO. F596000598174

**THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT** ("Agreement"), is entered into this 1st day of July, 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Escambia County, Florida, Board of County Commissioners ("Maintaining Agency").

**WITNESSETH:**

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution #R2015 - 73 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly

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Escambia County  
Clerk's Original

5/21/2015 CART-13

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. 436739-1-88-01  
F.E.I.D. NO. N/A

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 1<sup>ST</sup> day of July, 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Escambia County, Florida, Board of County Commissioners (BCC) ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution #R2015-73 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

Date: 5/27/2015 Verified By: J. Carver

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12<sup>th</sup> of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
  - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining 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.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. 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 three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 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 \$25,000.00 and which have a term for a period of more than 1 year."

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
  - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
  - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
  - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

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- 25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
- 26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
- 27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
- 28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
- 29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
- 30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
- 31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
- 32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
- 33. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
  - b. expressly require any contractors and 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.
- 34. Exhibits A, B, and C are attached and incorporated by reference.
- 35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

Board of County Commissioners  
Escambia County

\_\_\_\_\_, Florida

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

*Steven Barry*

By

*James T. Bartlett*

(Authorized Signature)

(Authorized Signature)

Print/Type Name: Steven Barry

Print/Type Name: James T. Bartlett

Title: Chairman

Title: District Secretary

Pam Childers, Clerk of the Circuit Court

Attest:

*Pam Childers*  
Deputy Clerk

Legal Review:

Approved as to form and legal  
sufficiency.

Attorney:

Date:

By/Title: *James T. Bartlett*  
Date: 5/1/15

*Proctor*  
Assist. Gen. Counsel

BCC Approved 05-21-2015



**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

**Effective Date:** 07/01/2015 06/30/2016

**Maintaining Agency:** ESCAMBIA COUNTY

**CONTRACT #:** ARX19

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
001	SR 173 (BLUE ANGEL PKWY) @ CR 297(DOG TRACK RD)	Yes	\$3,040.00	100.00%	\$3,040.00
002	SR 173 (BLUE ANGEL PKWY) @ CR 292A (GULF BEACH HWY)	Yes	\$3,040.00	100.00%	\$3,040.00
003	SR 173 (BLUE ANGEL PKWY) @ SR 298 (LILLIAN HWY)	Yes	\$3,040.00	100.00%	\$3,040.00
004	SR 173 (BLUE ANGEL PKWY) @ MULDOON RD	Yes	\$3,040.00	100.00%	\$3,040.00
005	SR 173 (BLUE ANGEL PKWY) @ CR 296 (SAUFLEY FIELD RD)	Yes	\$3,040.00	100.00%	\$3,040.00
006	SR 296 (BRENT LN) @ SR 291 (DAVIS HWY)	Yes	\$3,040.00	100.00%	\$3,040.00
007	SR 296 (BRENT LN) @ I-110 NB ON/OFF RAMP	Yes	\$3,040.00	100.00%	\$3,040.00
008	SR 296 (BRENT LN) @ I-110 SB ON/OFF RAMP	Yes	\$3,040.00	100.00%	\$3,040.00
009	SR 296 (BRENT LN) @ RAWSON LN	Yes	\$3,040.00	100.00%	\$3,040.00
010	SR 742 (BURGESS RD) @ CR 95A (N PALAFOX ST)	Yes	\$3,040.00	100.00%	\$3,040.00
011	SR 742 (CREIGHTON RD) @ HILBURN RD	Yes	\$3,040.00	100.00%	\$3,040.00
012	SR 291 (DAVIS HWY) @ AIRPORT BLVD	Yes	\$3,040.00	100.00%	\$3,040.00
013	SR 291 (DAVIS HWY) @ BLOODSWORTH LN	Yes	\$3,040.00	100.00%	\$3,040.00
014	SR 291 (DAVIS HWY) @ SR 742 (BURGESS RD)	Yes	\$3,040.00	100.00%	\$3,040.00
015	SR 291 (DAVIS HWY) @ CR 498 (COPTER RD)	Yes	\$3,040.00	100.00%	\$3,040.00
016	SR 291 (DAVIS HWY) @ SR 742 (CREIGHTON RD)	Yes	\$3,040.00	100.00%	\$3,040.00
017	SR 291 (DAVIS HWY) @ I-10 EB OFF RAMP	Yes	\$3,040.00	100.00%	\$3,040.00
018	SR 291 (DAVIS HWY) @ I-10 WB OFF RAMP	Yes	\$3,040.00	100.00%	\$3,040.00
019	SR 291 (DAVIS HWY) @ JOHNSON AVE	Yes	\$3,040.00	100.00%	\$3,040.00
020	SR 291 (DAVIS HWY) @ KLINGER ST	Yes	\$3,040.00	100.00%	\$3,040.00
021	SR 291 (DAVIS HWY) @ NORTHCROSS LN	Yes	\$3,040.00	100.00%	\$3,040.00
022	SR 291 (DAVIS HWY) @ OLIVE RD	Yes	\$3,040.00	100.00%	\$3,040.00
023	SR 10 (DAVIS HWY) @ SR 10A (SCENIC HWY)	Yes	\$3,040.00	100.00%	\$3,040.00
024	SR 291 (DAVIS HWY) @ UNIVERSITY PKWY	Yes	\$3,040.00	100.00%	\$3,040.00
025	SR 291 (MLK DR) @ SR 752 (TEXAR DR)	Yes	\$3,040.00	100.00%	\$3,040.00
026	SR 10 (DAVIS HWY) @ ROCKWOOD RD/CAMPUS	Yes	\$3,040.00	100.00%	\$3,040.00
027	SR 727 (FAIRFIELD DR) @ 61ST AVE	Yes	\$3,040.00	100.00%	\$3,040.00

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

**Effective Date: 07/01/2015 06/30/2016**

**Maintaining Agency: ESCAMBIA COUNTY**

**CONTRACT #: ARX19**

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
028	SR 295 (FAIRFIELD DR) @ HOLLYWOOD DR	Yes	\$3,040.00	100.00%	\$3,040.00
029	SR 727 (FAIRFIELD DR) @ CR 298A (JACKSON	Yes	\$3,040.00	100.00%	\$3,040.00
030	SR 295 (FAIRFIELD DR) @ L ST	Yes	\$3,040.00	100.00%	\$3,040.00
031	SR 727 (FAIRFIELD DR) @ SR 298 (LILLIAN HWY)	Yes	\$3,040.00	100.00%	\$3,040.00
032	SR 292 (PACE) @ SR 295 (FAIRFIELD DR)	Yes	\$3,040.00	100.00%	\$3,040.00
033	SR 295 (FAIRFIELD DR) @ SR 95 (PALAFOX HWY) (US 29)	Yes	\$3,040.00	100.00%	\$3,040.00
034	SR 727 (FAIRFIELD DR) @ PATRICIA DR/72ND AVE	Yes	\$3,040.00	100.00%	\$3,040.00
035	SR 295 (FAIRFIELD DR) @ SR 752 (TEXAR DR)	Yes	\$3,040.00	100.00%	\$3,040.00
036	SR 295 (FAIRFIELD DR) @ CR 453 (W ST)	Yes	\$3,040.00	100.00%	\$3,040.00
037	SR 727 (FAIRFIELD DR) @ SR 292 (GULF BEACH HWY)	Yes	\$3,040.00	100.00%	\$3,040.00
038	SR 298 (LILLIAN HWY) @ 57TH AVE	Yes	\$3,040.00	100.00%	\$3,040.00
039	SR 298 (LILLIAN HWY) @ 65TH AVE	Yes	\$3,040.00	100.00%	\$3,040.00
040	SR 298 (LILLIAN HWY) @ 69TH AVE	Yes	\$3,040.00	100.00%	\$3,040.00
041	SR 296 (MICHIGAN AVE) @ MEMPHIS AVE	Yes	\$3,040.00	100.00%	\$3,040.00
042	SR 10A (MOBILE HWY) @ CR 453 (W ST)	Yes	\$3,040.00	100.00%	\$3,040.00
043	SR 10A (MOBILE HWY) @ BELLVIEW AVE	Yes	\$3,040.00	100.00%	\$3,040.00
044	SR 10A (MOBILE HWY) @ SR 173 (BLUE ANGEL PKWY)	Yes	\$3,040.00	100.00%	\$3,040.00
045	SR 10A (MOBILE HWY) @ CHEROKEE TR	Yes	\$3,040.00	100.00%	\$3,040.00
046	SR 10A (MOBILE HWY) @ EDISON DR	Yes	\$3,040.00	100.00%	\$3,040.00
047	SR 10A (MOBILE HWY) @ SR 727 (FAIRFIELD DR)	Yes	\$3,040.00	100.00%	\$3,040.00
048	SR 10A (MOBILE HWY) @ GREEN ST	Yes	\$3,040.00	100.00%	\$3,040.00
049	SR 10A (MOBILE HWY) @ MARLANE DR	Yes	\$3,040.00	100.00%	\$3,040.00
050	SR 10A (MOBILE HWY) @ MASSACHUSETTS AVE	Yes	\$3,040.00	100.00%	\$3,040.00
051	SR 10A (MOBILE HWY) @ SR 295 (NEW WARRINGTON RD)	Yes	\$3,040.00	100.00%	\$3,040.00
052	SR 10A (MOBILE HWY) @ SR 297 (PINE FOREST RD)	Yes	\$3,040.00	100.00%	\$3,040.00
053	SR 295 (NAVY BLVD) @ SR 292 (GULF BCH HWY)	Yes	\$3,040.00	100.00%	\$3,040.00

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY

CONTRACT #: ARX19

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
054	SR 295 (NEW WARRINGTON RD) @ SR 30 (N. NAVY BLVD/DEWITT RD)	Yes	\$3,040.00	100.00%	\$3,040.00
055	SR 295 (NAVY BLVD) @ SUNSET DR	Yes	\$3,040.00	100.00%	\$3,040.00
056	SR 295 (NAVY BLVD) @ SR 30 (US 98) /SR 298B (DOC FARIN DR)	Yes	\$3,040.00	100.00%	\$3,040.00
057	SR 295 (NAVY BLVD) @ WARRINGTON VILLAGE/SOUTHGATE	Yes	\$3,040.00	100.00%	\$3,040.00
058	SR 295 (NAVY BLVD) @ WINTHROP AVE	Yes	\$3,040.00	100.00%	\$3,040.00
059	SR 30 (NAVY BLVD) @ CHIEF'S WAY	Yes	\$3,040.00	100.00%	\$3,040.00
060	SR 30 (NAVY BLVD) @ CR 295A (OLD CORRY FIELD RD)	Yes	\$3,040.00	100.00%	\$3,040.00
061	SR 295 (NEW WARRINGTON) @ SR 294 (CHIEF'S WAY)	Yes	\$3,040.00	100.00%	\$3,040.00
062	SR 295 (NEW WARRINGTON) @ CR 298A (JACKSON ST)	Yes	\$3,040.00	100.00%	\$3,040.00
063	SR 295 (NEW WARRINGTON) @ SR 298 (LILLIAN HWY)	Yes	\$3,040.00	100.00%	\$3,040.00
064	SR 10 (9 MILE RD) @ BALDRIDGE DR	Yes	\$3,040.00	100.00%	\$3,040.00
065	SR 10 (9 MILE RD) @ CHEMSTRAND RD (CR 749)	Yes	\$3,040.00	100.00%	\$3,040.00
066	SR 10 (9 MILE RD) @ GUIDY LN	Yes	\$3,040.00	100.00%	\$3,040.00
067	SR 10 (9 MILE RD) @ HOLSBERRY RD	Yes	\$3,040.00	100.00%	\$3,040.00
068	SR 10 (9 MILE RD) @ CR 95A (PALAFOX ST)	Yes	\$3,040.00	100.00%	\$3,040.00
069	SR 10 (9 MILE RD) @ SR 297/CR 297 (PINE FOREST RD)	Yes	\$3,040.00	100.00%	\$3,040.00
070	SR 10 (9 MILE RD) @ UNIVERSITY PKWY	Yes	\$3,040.00	100.00%	\$3,040.00
071	SR 10 (9 MILE RD) @ SR 95 (HWY 29 SB ON RAMP)	Yes	\$3,040.00	100.00%	\$3,040.00
072	SR 289 (9TH AVE) @ LANGLEY AVE	Yes	\$3,040.00	100.00%	\$3,040.00
073	SR 289 (9TH AVE) @ TIPPIN AVE	Yes	\$3,040.00	100.00%	\$3,040.00
074	SR 289 (9TH AVE) @ OLIVE RD	Yes	\$3,040.00	100.00%	\$3,040.00
076	SR 292 (PACE BLVD) @ HERMAN RD	Yes	\$3,040.00	100.00%	\$3,040.00
077	SR 292 (PACE BLVD) @ JORDAN ST	Yes	\$3,040.00	100.00%	\$3,040.00
078	SR 292 (PACE BLVD) @ MARY AVE	Yes	\$3,040.00	100.00%	\$3,040.00
079	SR 95 (PALAFOX) @ SR 296 (BRENT LN/BEVERLY PKWY)	Yes	\$3,040.00	100.00%	\$3,040.00

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY

CONTRACT #: ARX19

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
080	SR 95 (PALAFOX) @ LEONARD ST/CROSS ST	Yes	\$3,040.00	100.00%	\$3,040.00
081	SR 95 (PENSACOLA BLVD) @ CR 453 (W ST)	Yes	\$3,040.00	100.00%	\$3,040.00
082	SR 95 (PENSACOLA BLVD) @ TEN MILE RD	Yes	\$3,040.00	100.00%	\$3,040.00
083	SR 95 (PENSACOLA BLVD) @ TATE SCHOOL RD	Yes	\$3,040.00	100.00%	\$3,040.00
084	SR 95 (PENSACOLA BLVD) @ STUMPFIELD RD/MARCUS POINT BLVD	Yes	\$3,040.00	100.00%	\$3,040.00
085	SR 95 (PENSACOLA BLVD) @ PINESTEAD RD	Yes	\$3,040.00	100.00%	\$3,040.00
086	SR 95 (HWY 29) @ HWY 95A (MORRIS AVE)	Yes	\$3,040.00	100.00%	\$3,040.00
087	SR 95 (HWY 29) @ CR 749 (OLD CHEMSTRAND)	Yes	\$3,040.00	100.00%	\$3,040.00
088	SR 95 (HWY 29) @ CR 184 (BECK'S LAKE RD)	Yes	\$3,040.00	100.00%	\$3,040.00
089	SR 95 (HWY 29) @ KINGSFIELD RD	Yes	\$3,040.00	100.00%	\$3,040.00
090	SR 95 (HWY 29) @ INDUSTRIAL BLVD	Yes	\$3,040.00	100.00%	\$3,040.00
091	SR 95 (HWY 29) @ HOOD DR	Yes	\$3,040.00	100.00%	\$3,040.00
092	SR 95 (HWY 29) @ DIAMOND DAIRY RD	Yes	\$3,040.00	100.00%	\$3,040.00
093	SR 95 (HWY 29) @ DETROIT BLVD	Yes	\$3,040.00	100.00%	\$3,040.00
094	SR 742 (CREIGHTON RD) @ SPANISH TRAIL	Yes	\$3,040.00	100.00%	\$3,040.00
095	SR 95 (HWY 29) @ SR 742 (BURGESS RD)	Yes	\$3,040.00	100.00%	\$3,040.00
096	SR 95 (HWY 29) @ BROAD ST	Yes	\$3,040.00	100.00%	\$3,040.00
097	SR 95 (HWY 29) @ AIRPORT BLVD	Yes	\$3,040.00	100.00%	\$3,040.00
098	SR 95 (HWY 29) @ SR 752 (TEXAR DR)	Yes	\$3,040.00	100.00%	\$3,040.00
099	SR 297 (PINE FOREST RD) @ SR 173 (BLUE ANGEL PKWY/LONGLEAF DR)	Yes	\$3,040.00	100.00%	\$3,040.00
100	SR 297 (PINE FOREST RD) @ SR 8 (I-10 WB OFF RAMP)	Yes	\$3,040.00	100.00%	\$3,040.00
101	SR 294 (CHIEFS WAY) @ CR 295A (OLD CORRY FIELD RD)	Yes	\$3,040.00	100.00%	\$3,040.00
102	SR 95 (HWY 29) @ CR 297 (WEST ROBERTS RD)	Yes	\$3,040.00	100.00%	\$3,040.00
103	SR 742 (BURGESS RD) @ HILLBURN RD	Yes	\$3,040.00	100.00%	\$3,040.00
104	SR 30 (HWY 98 OR DOC FARIN DR) @ 72ND AVE	Yes	\$3,040.00	100.00%	\$3,040.00
105	SR 30 (HWY 98 OR DOC FARIN DR) @ 61ST AVE	Yes	\$3,040.00	100.00%	\$3,040.00
106	SR 10A (MOBILE HWY) @ SR 296 (MICHIGAN AVE/SAUFLEY FIELD ROAD)	Yes	\$3,040.00	100.00%	\$3,040.00

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY

CONTRACT #: ARX 19

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
107	SR 30 (HWY 98) @ CR 297 (DOG TRACK RD)	Yes	\$3,040.00	100.00%	\$3,040.00
108	SR 30 (HWY 98) @ NAVY HOSPITAL/MAINGATE ENT.	Yes	\$3,040.00	100.00%	\$3,040.00
109	SR 30 (HWY 98) @ NAVY EXCHANGE/PENSACOLA JR COLLEGE	Yes	\$3,040.00	100.00%	\$3,040.00
110	SR 30 (HWY 98) @ SR 173 (BLUE ANGEL PKWY)	Yes	\$3,040.00	100.00%	\$3,040.00
111	SR 30 (U.S. 98) @ SR 727 (FAIRFIELD DR)	Yes	\$3,040.00	100.00%	\$3,040.00
112	SR 30 (HWY 98) @ CR 293 (BAUER RD)	Yes	\$3,040.00	100.00%	\$3,040.00
113	SR 752 (TEXAR DR) @ CR 443 (E ST)	Yes	\$3,040.00	100.00%	\$3,040.00
114	SR 292 (PERDIDO KEY DR) @ CR 292A (GULF BEACH HWY)	Yes	\$3,040.00	100.00%	\$3,040.00
115	SR 292 (SORRENTO RD) @ SR 173 (BLUE ANGEL PKWY)	Yes	\$3,040.00	100.00%	\$3,040.00
116	SR 292 (SORRENTO RD) @ CR 293 (BAUER RD)	Yes	\$3,040.00	100.00%	\$3,040.00
117	SR 10A (US 90 OR SCENIC HWY) @ SR 290 (OLIVE RD)	Yes	\$3,040.00	100.00%	\$3,040.00
118	SR 10A (SCENIC HWY) @ I-10 EB ON/OFF RAMP	Yes	\$3,040.00	100.00%	\$3,040.00
119	SR 297 (PINE FOREST RD) @ WILDELAKE BLVD	Yes	\$3,040.00	100.00%	\$3,040.00
120	SR 295 (FAIRFIELD DR) @ RUBY AVE	Yes	\$3,040.00	100.00%	\$3,040.00
121	SR 95 (PALAFOX ST) @ SR 292 (PACE BLVD/MASSACHUSETTS AVE)	Yes	\$3,040.00	100.00%	\$3,040.00
122	SR 292 (BARRANCAS AVE) @ CR 295 (OLD CORRY FIELD RD/LIVE OAK AVE)	Yes	\$3,040.00	100.00%	\$3,040.00
123	SR 292 (BARRANCAS AVE) @ SECOND ST	Yes	\$3,040.00	100.00%	\$3,040.00
124	SR 296 (BEVERLY PKWY) @ CR 453 (W ST)	Yes	\$3,040.00	100.00%	\$3,040.00
125	SR 291 (DAVIS HWY) @ SR 752 (TEXAR DR)	Yes	\$3,040.00	100.00%	\$3,040.00
126	SR 727 (FAIRFIELD DR) @ SOUTH DAKOTA ST (LOWE'S)	Yes	\$3,040.00	100.00%	\$3,040.00
127	SR 10A (US 90) @ I-10 WB ON/OFF RAMP	Yes	\$3,040.00	100.00%	\$3,040.00
128	SR 296 (BRENT LN) @ PENSACOLA CHRISTIAN COLLEGE	Yes	\$3,040.00	100.00%	\$3,040.00
129	SR 10A (US 90 OR MOBILE HWY) @ SHOEMAKER ST	Yes	\$3,040.00	100.00%	\$3,040.00
130	SR 10A (US 90 OR 9 MILE RD) @ FOWLER AVE (HOME DEPOT)	Yes	\$3,040.00	100.00%	\$3,040.00

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY

CONTRACT #: ARX19

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
131	SR 97 (ATMORE HWY) @ CR 99A (ARTHUR BROWN RD) FB	Yes	\$760.00	100.00%	\$760.00
132	SR 296 (MICHIGAN AVE) @ CLIFTON AVE	Yes	\$3,040.00	100.00%	\$3,040.00
133	SR 297 (PINE FOREST RD) @ SR 8 (I-10 EB OFF RAMP)	Yes	\$3,040.00	100.00%	\$3,040.00
135	SR 30 (US 98) @ VA HOSP (JACC)	Yes	\$3,040.00	100.00%	\$3,040.00
136	SR 296 (MICHIGAN AVE) @ SOUTH GULF MANOR	Yes	\$3,040.00	100.00%	\$3,040.00
137	SR 10A (US 90/NINE MILE RD) @ HUMMINGBIRD	Yes	\$3,040.00	100.00%	\$3,040.00
138	SR 10A (US/90NINE MILE RD) @ BEULAH RD	Yes	\$3,040.00	100.00%	\$3,040.00
139	SR 10A (US 90/NINE MILE RD) @ HERITAGE TRAIL	Yes	\$3,040.00	100.00%	\$3,040.00
140	SR 10A (US90/NINE MILE RD) @ SR 95 (US 29) NB Off Ramp	Yes	\$3,040.00	100.00%	\$3,040.00
141	SR 10A (US 90/NINE MILE RD) @ SR 10A (MOBILE HWY) FB	Yes	\$760.00	100.00%	\$760.00
142	SR 95 (US 29) @ SR 97 (ATMORE HWY) FB	Yes	\$760.00	100.00%	\$760.00
143	SR 95 (US 29) @ CR 182 (MOLINO CROSSROADS) FB	Yes	\$760.00	100.00%	\$760.00
144	SR 10A (US 90/NINE MILE RD) @ COPTER RD	Yes	\$3,040.00	100.00%	\$3,040.00
145	SR 8A (I-110) NB RAMPS @ SR 750 (AIRPORT BLVD)	Yes	\$3,040.00	100.00%	\$3,040.00
146	SR 8A (I-110) SB RAMPS @ SR 750 (AIRPORT BLVD)	Yes	\$3,040.00	100.00%	\$3,040.00
149	SR 292 (SORRENTO RD) @ CR 292A (GULF BEACH HWY) EASTEND	Yes	\$3,040.00	100.00%	\$3,040.00
150	SR 95 (US 29) @ 9 1/2 MILE RD	Yes	\$3,040.00	100.00%	\$3,040.00
151	SR 750 (AIRPORT BLVD) @ N PALAFOX	Yes	\$3,040.00	100.00%	\$3,040.00
152	SR 750 (AIRPORT BLVD) @ HANCOCK DR	Yes	\$3,040.00	100.00%	\$3,040.00
153	SR 10 (US 90A/NINE MILE RD) @ JERNIGAN	Yes	\$3,040.00	100.00%	\$3,040.00
154	SR 10A (US 90/SCENIC HWY) @ GE PLANT	Yes	\$3,040.00	100.00%	\$3,040.00
155	SR 10 (US 90/NINE MILE RD) @ SR 8 (I-10 WB OFF RAMP)	Yes	\$3,040.00	100.00%	\$3,040.00
156	SR 742 (CREIGHTON ROAD) @ PLANTATION ROAD	Yes	\$3,040.00	100.00%	\$3,040.00
157	SR 298 (LILLIAN HWY) @ MYRTLE GROVE FIRE DEPT	Yes	\$1,064.00	100.00%	\$1,064.00

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY

CONTRACT #: AR 119

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
158	SR 295 (NAVY BLVD) @ WARRINGTON FIRE DEPT	Yes	\$1,064.00	100.00%	\$1,064.00
159	SR 297 (PINE FOREST) @ BELLVIEW FIRE DEPT	Yes	\$1,064.00	100.00%	\$1,064.00
160	SR 95 (US 29/PENSACOLA BLVD) @ ENSLEY FIRE DEPT	Yes	\$1,064.00	100.00%	\$1,064.00
161	SR 30 (US 98/NAVY BLVD) EAST OF NEW WARRINGTON	Yes	\$304.00	100.00%	\$304.00
162	SR 292 (PERDIDO KEY) EB @ JOHNSON BCH RD	Yes	\$304.00	100.00%	\$304.00
163	SR 292 (PERDIDO KEY) WB/EB @ STATE LINE	Yes	\$608.00	100.00%	\$608.00
166	SR 10 (US 90/SCENIC) @ GE PLANT	Yes	\$304.00	100.00%	\$304.00
167	SR 95 (US 29) NB RT SIDE @ BYRNEVILLE RD	Yes	\$304.00	100.00%	\$304.00
168	SR 95 (US 29) NB LT SIDE @ BYRNEVILLE RD	Yes	\$304.00	100.00%	\$304.00
169	SR 95 (US 29) SB RT SIDE @ BYRNEVILLE RD	Yes	\$304.00	100.00%	\$304.00
170	SR 95 (US 29) SB LT SIDE @ BYRNEVILLE RD	Yes	\$304.00	100.00%	\$304.00
171	SR 95 (US 29/PENSACOLA BLVD) NB RT @ KINGSFIELD RD	Yes	\$304.00	100.00%	\$304.00
172	SR 95 (US 29/PENSACOLA BLVD) NB LT @ KINGSFIELD RD	Yes	\$304.00	100.00%	\$304.00
173	SR 95 (US 29/PENSACOLA BLVD) SB RT @ KINGSFIELD RD	Yes	\$304.00	100.00%	\$304.00
174	SR 95 (US 29/PENSACOLA BLVD) SB LT @ KINGSFIELD RD	Yes	\$304.00	100.00%	\$304.00
175	SR 95 (US 29/PENSACOLA BLVD) SB LT @ MORRIS AVE	Yes	\$304.00	100.00%	\$304.00
176	SR 95 (US 29/PENSACOLA BLVD) SB RT @ MORRIS AVE	Yes	\$304.00	100.00%	\$304.00
177	SR 95 (US 29/PENSACOLA BLVD) SB RT @ OLD CHEMSTRAND RD	Yes	\$304.00	100.00%	\$304.00
178	SR 95 (US 29/PENSACOLA BLVD) SB LT @ OLD CHEMSTRAND RD	Yes	\$304.00	100.00%	\$304.00
179	SR 95 (US 29/PENSACOLA BLVD) NB RT @ OLD CHEMSTRAND RD	Yes	\$304.00	100.00%	\$304.00
180	SR 95 (US 29/PENSACOLA BLVD) NB LT @ OLD CHEMSTRAND RD	Yes	\$304.00	100.00%	\$304.00
181	SR 95 (US 29/PENSACOLA BLVD) NB LT @ TATE SCHOOL RD	Yes	\$304.00	100.00%	\$304.00
182	SR 95 (US 29/PENSACOLA BLVD) NB RT @ TATE SCHOOL RD	Yes	\$304.00	100.00%	\$304.00
183	SR 95 (US 29/PENSACOLA BLVD) SB LT @ TATE SCHOOL RD	Yes	\$304.00	100.00%	\$304.00

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY

CONTRACT #: ARX 19

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
184	SR 95 (US 29/PENSACOLA BLVD) SB RT @ TATE SCHOOL RD	Yes	\$304.00	100.00%	\$304.00
185	SR 95 (US 29/PENSACOLA BLVD) NB RT @ WEST ROBERTS RD	Yes	\$304.00	100.00%	\$304.00
186	SR 95 (US 29/PENSACOLA BLVD) NB LT @ WEST ROBERTS RD	Yes	\$304.00	100.00%	\$304.00
187	SR 10A (US 90/MOBILE HWY) @ BELLVIEW MIDDLE SCHOOL	Yes	\$608.00	100.00%	\$608.00
188	SR 291 (DAVIS HWY) @ FERRY PASS NB	Yes	\$304.00	100.00%	\$304.00
189	SR 291 (DAVIS HWY) @ FERRY PASS NB	Yes	\$304.00	100.00%	\$304.00
190	SR 291 (DAVIS HWY) @ FERRY PASS SB	Yes	\$304.00	100.00%	\$304.00
191	SR 295 (NAVY BLVD) @ WARRINGTON ELEM SCHOOL	Yes	\$608.00	100.00%	\$608.00
192	SR 742 (BURGESS RD) @ WOODHAM MIDDLE SCHOOL	Yes	\$608.00	100.00%	\$608.00
193	SR 298 (LILLIAN HWY) @ LITTLE FLOWER CATHOLIC SCHOOL	Yes	\$608.00	100.00%	\$608.00
194	SR 298 (LILLIAN HWY) @ MYRTLE GROVE ELEM SCHOOL	Yes	\$608.00	100.00%	\$608.00
195	SR 10A (US 90/MOBILE HWY) @ BELLVIEW MIDDLE SCHOOL	Yes	\$608.00	100.00%	\$608.00
196	SR 10A (US 90/MOBILE HWY) @ BEULAH ELEM SCHOOL	Yes	\$608.00	100.00%	\$608.00
197	SR 295 (NAVY BLVD) @ ST JOHNS CATHOLIC SCHOOL	Yes	\$608.00	100.00%	\$608.00
198	SR 295 (NAVY BLVD) @ WARRINGTON ELEM SCHOOL	Yes	\$608.00	100.00%	\$608.00
199	SR 95 (US 29/PALAFIX) @ BRENTWOOD ELEM SCHOOL	Yes	\$608.00	100.00%	\$608.00
200	SR 97 (ATMORE HWY) @ ERNEST WARD MIDDLE SCHOOL	Yes	\$608.00	100.00%	\$608.00
201	SR 97 (ATMORE HWY) @ MOLINO PARK ELEM SCHOOL	Yes	\$608.00	100.00%	\$608.00
202	SR 292 (SORRENTO RD) @ HELLEN CARO ELEM SCHOOL	Yes	\$608.00	100.00%	\$608.00
203	SR 727 (FAIRFIELD) @ CAPSTONE ACADEMY	Yes	\$608.00	100.00%	\$608.00
204	SR 10 (US 90 NINE MILE RD) @ NAVY FEDERAL WAY	Yes	\$3,040.00	100.00%	\$3,040.00

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016**

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY

CONTRACT #: ARX19

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
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Grand Total

\$477,280.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of: \$477,280.00

 5.21.15

Maintaining Agency

Date

 6/17/15

District Traffic Operations Engineer

Date

Colby Brown, P.E.

Deputy Director/Asst. County Engineer

Printed or Typed Name/Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-22  
 TRAFFIC  
 OPERATIONS  
 04/15  
 Exhibit B Page 1 of 1

**EXHIBIT B  
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

**2.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 PAYMENT PROCESSING**

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-22  
TRAFFIC  
OPERATIONS  
04/15  
Exhibit C Page 1 of 1

**EXHIBIT C**

**TRAFFIC SIGNAL MAST ARM CHECKLIST**

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10645**

**County Administrator's Report 10. 13.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Schedule a Public Hearing to Consider the Petition to Vacate Alleyways in Hazlehurst Subdivision and Blount Re-Subdivision of Kupfrian Park

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

**Organization:** Public Works

**CAO Approval:** Jack R. Brown

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**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Two Alleyways in Hazlehurst Subdivision and One Alleyway in Blount Re-Subdivision of Kupfrian Park - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for October 20, 2016, at 5:35 p.m., to consider the Petition to Vacate two alleyways in Blocks 19 and 20 of Hazlehurst Subdivision (both 20 feet x 300 feet) and one alleyway in Block "H" of Blount Re-Subdivision of that part of Kupfrian Park (20 feet x 285 feet), as petitioned by Mr. Percy Goodman, agent for Floyd Peacock and New Birth Baptist Church of Pensacola, Inc.

**BACKGROUND:**

The petitioners are requesting that the Board vacate any interest the County may have in the existing alleyways. Both alleyways located in Hazlehurst Subdivision are 20 feet x 300 feet and the one located in Blount Re-Subdivision of that part of Kupfrian Park is 20 feet x 285 feet.

Staff has made no representations to the Petitioners or to the Petitioners' agent, Mr. Percy Goodman, that Board approval of this request operates to confirm the vesting or return of title of the land to the petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. However, should the Board approve the request to vacate, Public Works staff would like to hold a meeting to discuss stormwater options in the area once the Petitioner has hired a professional engineer for the development of this property. All utility companies concerned have been contacted and have no objections to the requested vacation. No one will be denied access to his or

her property as a result of this vacation.

**BUDGETARY IMPACT:**

Indirect staff cost associated with the preparation of recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County owned property – Section III and Florida Statutes, Chapter 336.

**IMPLEMENTATION/COORDINATION:**

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

Staff has been in contact with Mr. Percy Goodman, (Petitioners' Agent). It is the responsibility of the Petitioners or Petitioners' Agent to advertise the Notice of Public Hearing.

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**Attachments**

Petition to Vacate

Aerial Map - Block 19

Aerial Map - Block 20

Aerial Map - Block H

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PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,  
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES  
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR  
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,  
TO RENOUNCE AND DISCLAIM ANY RIGHT  
OF THE COUNTY AND THE PUBLIC  
IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a  
Alleyways (3)

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), New Birth Baptist Church of Pensacola, Inc. presently X own(s) \_\_\_\_\_ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

- 1) Block 19, Hazlehurst  
20 foot alleyway between North Q Street and North R Street
- 2) Block 20, Hazlehurst Subdivision  
20 foot alleyway between North Q Street and North P Street
- 3) Block H, Blount Re-Subdivision of that part of Kupfrain Park  
20 foot alleyway between North Q Street and North P Street

2. That the Petitioner(s), New Birth Baptist Church of Pensacola, Inc desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 30 and 31 Township 2 South Range 30 West and recorded in Deed Book 55, Page 262 of the public records of Escambia County, Florida. Plat Book 1, Page 87  
Deed Book 55, Page 262

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

New Birth Baptist Church of Pensacola, Inc.  
Corporation of Company Name

Floyd Peacock

Petitioner(s) Name

1610 North Q Street

Street Address

Pensacola

City

FL

State

(850) 501-3373

Phone Number

Percy Goodman, Jr.

Agent's Name

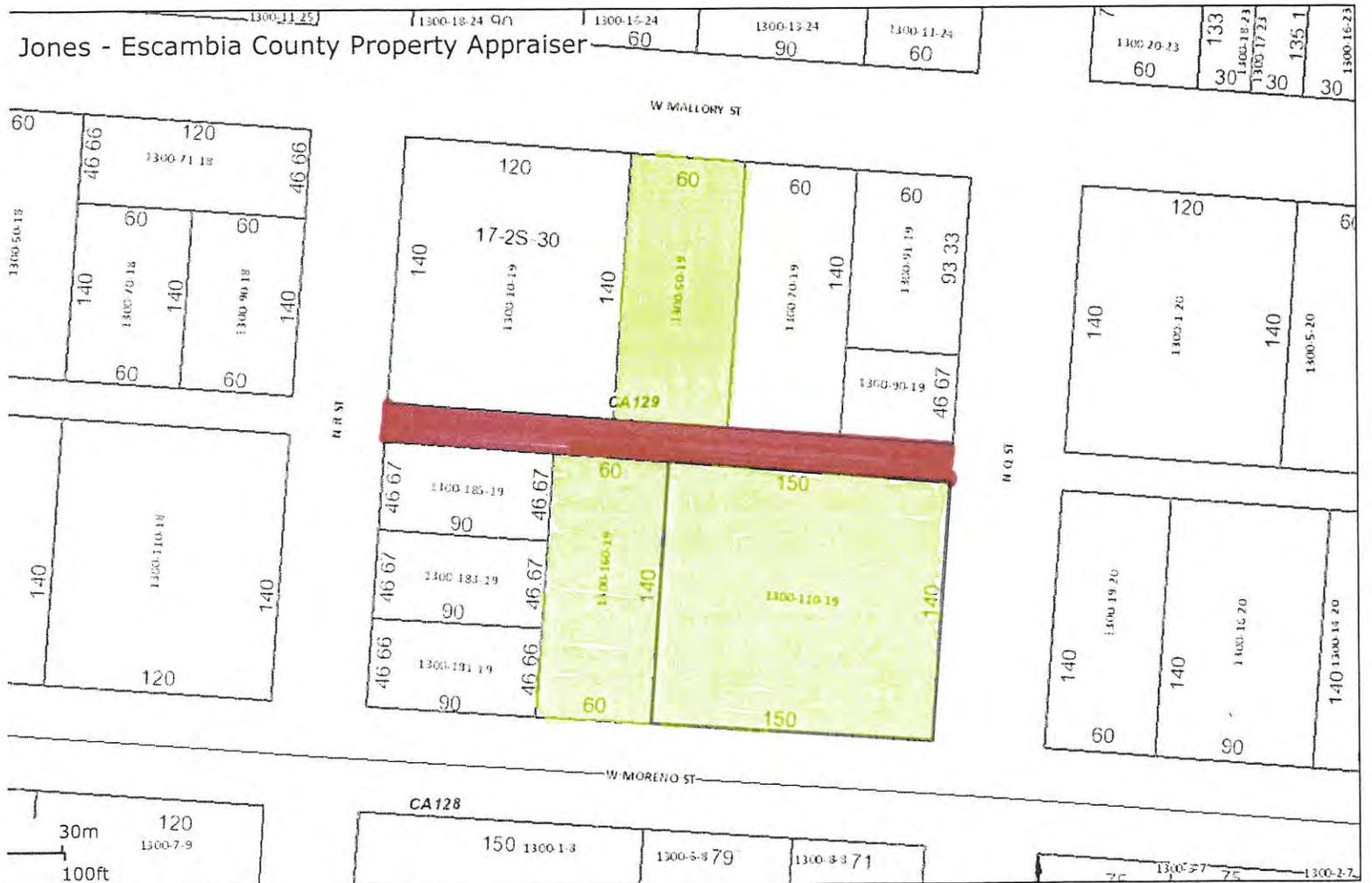
(850) 261-5008

Agent's Phone Number

May 23, 2016

Date:

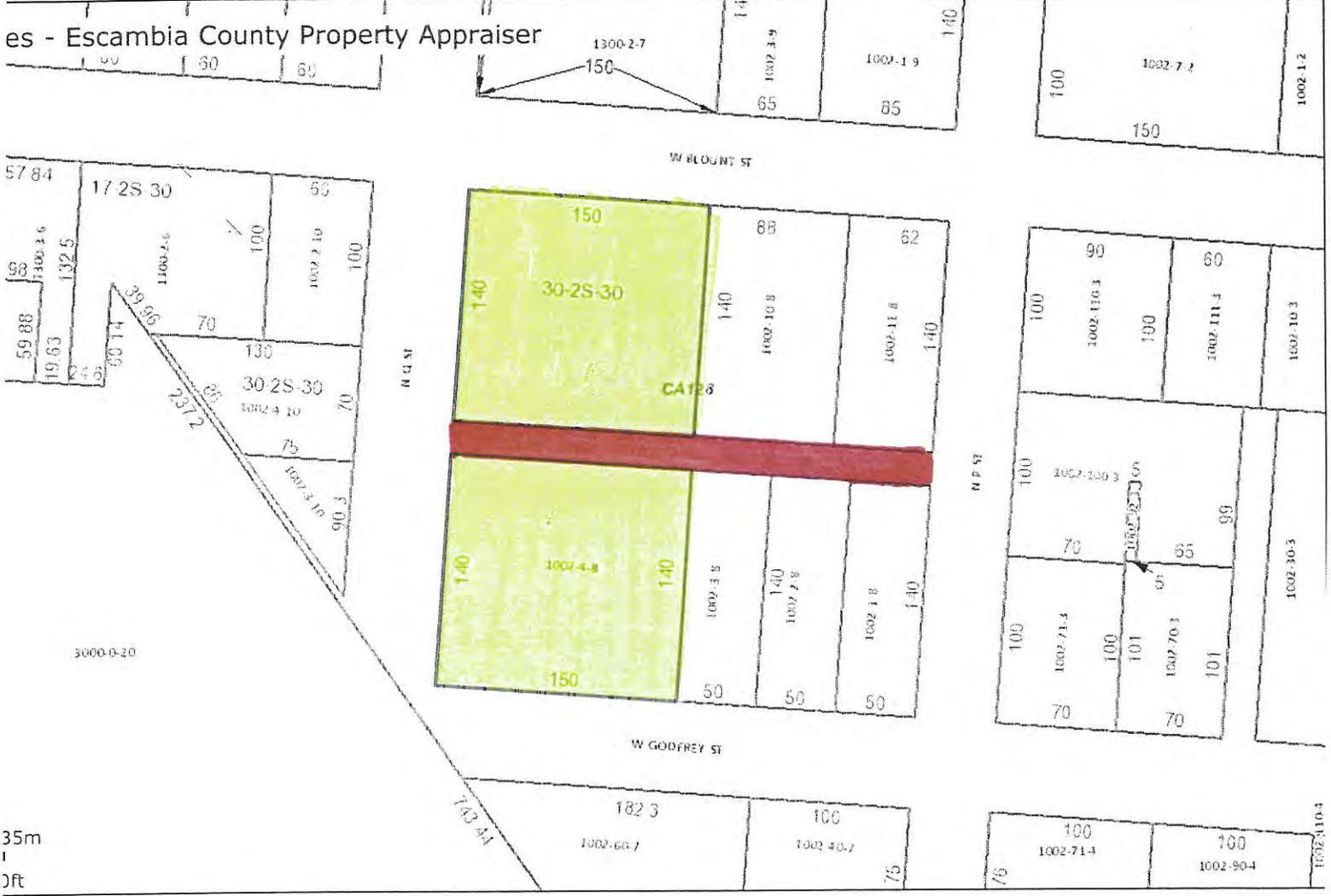
Jones - Escambia County Property Appraiser



Block 19



Block 20



Block H

**EXHIBIT A**

REQUEST TO VACATE 20' ALLEYWAY LYING IN BLOCK 19 OF HAZLEHURST

Petitioner: NEW BIRTH BAPTIST CHURCH, INC/FLOYD PEACOCK

Agent: PERCY GOODMAN, JR.



ESCAMBIA COUNTY  
ENGINEERING DIVISION

KPJ 7/13/16 DISTRICT 3



Petitioner's Property



Alleyway to be Vacated

**EXHIBIT B**

REQUEST TO VACATE 20' ALLEYWAY LYING IN BLOCK 20 OF HAZLEHURST

Petitioner: NEW BIRTH BAPTIST CHURCH, INC/FLOYD PEACOCK

Agent: PERCY GOODMAN, JR.



ESCAMBIA COUNTY  
ENGINEERING DIVISION

KPJ 7/13/16 DISTRICT 3



Petitioner's Property



Alleyway to be Vacated

**EXHIBIT C**

REQUEST TO VACATE 20' ALLEYWAY LYING IN BLOCK H OF BLOUNT RE-SUBDIVISION OF KUPFRIAN PARK

Petitioner: NEW BIRTH BAPTIST CHURCH, INC/FLOYD PEACOCK

Agent: PERCY GOODMAN, JR.



ESCAMBIA COUNTY  
ENGINEERING DIVISION

KPJ 7/13/16 DISTRICT 3



Petitioner's Property



Alleyway to be Vacated



disposal forms

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia Transit COST CENTER NO: 211229

Kevin Pitts DATE: 8/10/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 850-595-3228

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	61495	2015 Champion Crusader Bus	1GB3G2CGE1209869		2015	WRECKED

Disposal Comments: *Wrecked, Not Repairable.*

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): *Joy D. Blackmon*  
 Director (Print Name): *Joy D. Blackmon, P.E.*

**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 \_\_\_\_\_

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia Transit COST CENTER NO: 211229

Kevin Pitts DATE: 8/10/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 850-595-3228

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	62084	2015 Champion Cutaway	1GB3G2CG5F1133650		2015	WRECKED

Disposal Comments: Wrecked, not Repairable.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): *Joy P. Blackmon*  
 Director (Print Name): Joy P. Blackmon, P.E.

**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

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia Transit COST CENTER NO: 340506

Kevin Pitts DATE: 8/10/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 850-595-3228

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	26925	Jack Transmission	N/A	HTJ-800-C	1981	BROKEN
N	30786	Drill Press	B515V545	1150A	1985	BROKEN
Y	52914	Cuda Parts Washer	1005816	H20-2412	2004	BROKEN
Y	53228	Latitude 100L Laptop Computer	DBWP751	Latitude 100L	2004	BROKEN
Y	51099	Trolley-Sand Dollar	4UZAAUBVX2CK13911	XB CHASIS	2002	BAD ENGINE
N	51830	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE

Disposal Comments: Trolley, would cost too much to repair.

INFORMATION TECHNOLOGY (IT Technician): *Terest A. Creech*  
 Print Name

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

Computer is Ready for Disposition

Date: 8/22/16 Information Technology Technician Signature: *Terest A. Creech*

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): *Jay D. Blackmon*  
 Director (Print Name): Jay D. Blackmon, P.E.

**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

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia Transit COST CENTER NO: 360525

Kevin Pitts DATE: 8/10/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 850-595-3228

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56025	Latitude D520 Laptop Computer	D4LG1D1	Latitude D520	2007	BROKEN

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

INFORMATION TECHNOLOGY (IT Technician): *Teresa A. Creech*  
 Print Name

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

Computer is Ready for Disposition

Date: 8/22/16 Information Technology Technician Signature: *Teresa A. Creech*

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): *Joy D. Blackmon*  
 Director (Print Name): Joy D. Blackmon, P.E.

**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 \_\_\_\_\_

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia Transit COST CENTER NO: 340506

Kevin Pitts DATE: 8/10/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 850-595-3228

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51831	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	51842	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	51843	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	51844	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	51846	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	51847	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE

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

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): *Joy D. Blackmon*

Director (Print Name): Joy D. Blackmon, P.E.

**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 \_\_\_\_\_

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia Transit COST CENTER NO: 340506

Kevin Pitts DATE: 8/10/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 850-595-3228

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51862	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	51863	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	51864	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	51867	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	52909	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE
N	55025	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE

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

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): *Jay D. Blackmon*  
 Director (Print Name): Jay D. Blackmon, P.E.

**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

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia Transit COST CENTER NO: 340506

Kevin Pitts DATE: 8/10/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 850-595-3228

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	55026	Mobileview DVR Surveillance	N/A	N/A	2003	OBSOLETE

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

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): *Joy D. Blackmon*  
 Director (Print Name): Joy D. Blackmon, P.E.

**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 \_\_\_\_\_

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Escambia Transit COST CENTER NO: 340513

Kevin Pitts DATE: 8/10/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 850-595-3228

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	45298	Robinair Recovery Refrig	R134A	34700	1997	BROKEN

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

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): *Joy D. Blackmen*

Director (Print Name): Joy D. Blackmen, P.E.

**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 \_\_\_\_\_

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Road Department COST CENTER NO: 210405

Maribelle Van Brussel DATE: 8/8/16  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 937-2123

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	47532	BUSH HOG	N/A			POOR

Disposal Comments: VERY BAD CONDITION..NEEDS TO BE AUCTIONED

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 8/9/16

FROM: Escambia County Department Director (Signature): 

Director (Print Name): TERRY GRAY

**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 \_\_\_\_\_

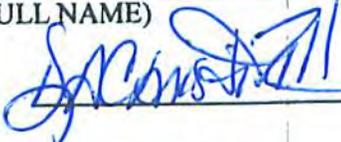
## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Traffic

COST CENTER NO: 211201

Donald Christian, III, Program Mgr.  
 Property Custodian (PRINT FULL NAME)

DATE: 9/7/16

Property Custodian (Signature): 

Phone No: 554-2007

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

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	48792	FORD	1FTYR14VXYTB29698	RANGER	2000	POOR

Disposal Comments: VERY BAD CONDITION..NEEDS TO BE AUCTIONED

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_

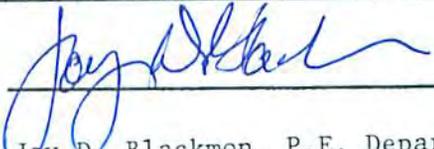
Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 9/7/16

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Joy D. Blackmon, P.E. Department Director

**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 \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10915**

**County Administrator's Report 10. 15.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Scheduling a Public Hearing Concerning Proposed Grant Application for Federal Transit Administration (FTA) 5307 Funding for Operating and Capital

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Scheduling a Public Hearing for the Fiscal Year 2015-2016 Proposed Grant Application for Mass Transit Projects - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for 5:31 p.m., on October 6, 2016, for the purpose of receiving comments from the general public concerning the Fiscal Year (FY) 2015-2016 proposed Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Projects for Federal Transit Administration (FTA) Section 5307 Funds Operating and Capital.

[Funding: The Grant Application is for a total of \$3,167,710. Capital Assistance (\$1,974,477) requires a local 80/20 match of \$479,361, which will be covered by Florida Toll Revenue credits. Operating Assistance (\$1,250,265) requires a local 50/50 match of \$1,250,265. The local match is included in the FY 2015-2016 Budget. Operating expenses will be reimbursed at 50% up to the allowed maximum of \$1,250,265]

**BACKGROUND:**

FTA guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The FTA publishes apportionments; Escambia County's apportionment for Section 5307 for FY 2015-2016 is \$3,167,710. ECAT recommends that Escambia County apply for these apportionments by approving this application for the below Program of Projects.

**PROGRAM OF PROJECTS**

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application is as follows:

Items	Project Cost
Preventive Maintenance	\$1,568,996
ADA Paratransit Service	\$ 316,771
Operating Assistance	\$1,250,265
Security	\$ 31,678
<b>Total Budget</b>	<b>\$3,167,710</b>

The recommended Program of Projects is based on the following:

It is recommended that Escambia County apply to use FY 2015-2016 5307 funds for Preventive Maintenance, Non Fixed-Route ADA Paratransit Service, 1% required allotment for Security, and the balance for Operating Assistance.

**BUDGETARY IMPACT:**

The Grant Application is for a total of \$3,167,710. Capital Assistance (\$1,974,477) requires a local 80/20 match of \$479,361, which will be covered by Florida Toll Revenue credits. Operating Assistance (\$1,250,265) requires a local 50/50 match of \$1,250,265. The local match is included in the FY 2015-2016 Budget. Operating expenses will be reimbursed at 50% up to the allowed maximum of \$1,250,265.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

**IMPLEMENTATION/COORDINATION:**

ECAT personnel will electronically file all required documentation; and will coordinate with the FTA and FDOT for all necessary funding activities covered by this Grant Application.

**Attachments**

Draft Application



## Application

<b>Federal Award Identification Number (FAIN)</b>	1092-2016-2
<b>Temporary Application Number</b>	1092-2016-2
<b>Application Name</b>	FY2016 5307 CAPITAL FUNDS
<b>Application Status</b>	In-Progress
<b>Application Budget Number</b>	0

### Part 1: Recipient Information

**Name: County Of Escambia**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMISSIONERS	075079673

Location Type	Address	City	State	Zip
Headquarters	221 PALAFOX PL STE 140	PENSACOLA	FL	325025833
Physical Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502

### Union Information

<b>Union Name</b>	<b>AMALGAMATED TRANSIT UNION, LOCAL 1395</b>
Address 1	3300 North Pace Boulevard
Address 2	Suite 326
City	Pensacola
State	Florida
Zipcode	32505
Contact Name	Mike Lowery
Telephone	8503414068
Fax	8504330596
E-mail	atu1395@aol.com

Website

## Part 2: Application Information

### Title: FY2016 5307 CAPITAL FUNDS

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1092-2016-2	In-Progress	Grant	6/15/2016	6/15/2016	No

#### Application Executive Summary

Escambia County , FL requests FY2016 Operating and Capital Assistance using section 5307 funds. Requested funds total \$3,167,710.

The award dates will be October 1, 2015 through December 31, 2017

Escambia County is the Direct Recipient for 5307 Funds

This application does NOT include funds for research and/or development activities

Indirect costs will NOT be applied to this application and its scope of work

#### Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

#### Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

#### Subject to Pre-Award Authority

No, this application is not subject to Pre-Award Authority.

## Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

## Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$3,167,710
Local			\$1,250,265
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
<b>Total Eligible Cost</b>	<b>\$4,417,975</b>

## Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2016-2-P1	117-00 (117- ) OTHER CAPITAL ITEMS (BUS)	\$1,885,767.00	\$0.00	\$1,885,767.00	2
1092-2016-2-P1	11.7A.00 PREVENTIVE MAINTENANCE	\$1,568,996.00	\$0.00	\$1,568,996.00	1
1092-2016-2-P1	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$316,771.00	\$0.00	\$316,771.00	1
1092-2016-2-P1	300-00 (300- ) OPERATING ASSISTANCE	\$1,250,265.00	\$1,250,265.00	\$2,500,530.00	1
1092-2016-2-P1	30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$1,250,265.00	\$1,250,265.00	\$2,500,530.00	1
1092-2016-2-P1	572-00 (572- ) SECURITY	\$31,678.00	\$0.00	\$31,678.00	1
1092-2016-2-P1	57.20.10 OTHER	\$31,678.00	\$0.00	\$31,678.00	1

## Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

## Part 3: Project Information

### Project Title: FY16 Capital and Operating Assistance

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1092-2016-2-P1	1092-2016-2-P1	6/21/2016	9/30/2015	10/30/2017

#### Project Description

Escambia County requests funds from FY 16 Section 5307 Funds in the amount of \$3,167,710. Local Match is provided by FL Toll Revenue Credits.

**Project Benefits**

N/A

**Additional Information***None provided.***Location Description**

N/A

**Security**

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

**Project Location (Urbanized Areas)**

UZA Code	Area Name
129570	Pensacola, FL-AL

**Congressional District Information**

State	District	Representative
Florida	1	Jeff Miller

**Project Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$3,167,710
Local			\$1,250,265
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$4,417,975</b>

**Project Budget**

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
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1092-2016-2-P1	117-00 (117-)	OTHER CAPITAL ITEMS (BUS)	\$1,885,767.00	\$0.00	\$1,885,767.00	2
1092-2016-2-P1		11.7A.00 PREVENTIVE MAINTENANCE	\$1,568,996.00	\$0.00	\$1,568,996.00	1
1092-2016-2-P1		11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$316,771.00	\$0.00	\$316,771.00	1
1092-2016-2-P1	300-00 (300-)	OPERATING ASSISTANCE	\$1,250,265.00	\$1,250,265.00	\$2,500,530.00	1
1092-2016-2-P1		30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$1,250,265.00	\$1,250,265.00	\$2,500,530.00	1
1092-2016-2-P1	572-00 (572-)	SECURITY	\$31,678.00	\$0.00	\$31,678.00	1
1092-2016-2-P1		57.20.10 OTHER	\$31,678.00	\$0.00	\$31,678.00	1

## Project Budget Activity Line Items

### Budget Activity Line Item: 57.20.10 - OTHER

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
SECURITY (572-00)	57.20.10	OTHER	SECURITY	1

#### Extended Budget Description

Escambia County would like to requests these funds to increase / upgrade external building security.

#### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$31,678
Local			\$0
Local/In-Kind			\$0

State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$0
<b>Total Eligible Cost</b>		<b>\$31,678</b>

Milestone Name	Est. Completion Date	Description
Start Date	12/1/2016	
End Date	10/31/2017	

**Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	1

**Extended Budget Description**

Escambia County would like to use these funds for Operating expenses for the period October 1, 2015 - September 30, 2016

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,250,265
Local			\$1,250,265
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$2,500,530</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2015	
End Date	9/30/2016	

**Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

**Extended Budget Description**

Escambia County request these funds for Preventive Maintenance Costs (Labor and Parts) for maintaining a 49 vehicle bus fleet. Funding will be used from October 1, 2015 - September 30, 2017.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,568,996
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$1,568,996</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2015	
End Date	9/30/2017	

**Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

**Extended Budget Description**

10 % of the Allocated Funds will be used for ADA Paratransit services for the period October 1, 2015 - September 30, 2016

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
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49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$316,771
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$316,771</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2015	
End Date	9/30/2017	

### Project Environmental Findings

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	\$1,568,996.00	\$1,568,996.00

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$316,771.00	\$316,771.00

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	1	\$1,250,265.00	\$2,500,530.00

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment

and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
SECURITY (572-00)	57.20.10	OTHER	1	\$31,678.00	\$31,678.00

**Part 4: Fleet Details**

No fleet data exists for this application.

**Part 5: FTA Review Comments**

There are no review comments to display at this time.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10902** County Administrator's Report 10. 16.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 09/22/2016  
**Issue:** Request for Disposition of Property  
**From:** David Wheeler, Department Director  
**Organization:** Facilities Management  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve the two Request for Disposition of Property Forms for the Facilities Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or 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 forms has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

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**Attachments**

Property dispositions

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Facilities Management COST CENTER NO: 310201

David W. Wheeler, CFM, Director, Facilities Management DATE: 8/26/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	54154	Air Conditioner	G044950820	PGF060H100E	2005	Unrepairable
N	49130	Snapper Lawnmower	95327921	301318BE	2000	Unrepairable
Y	48050	Bar Code Scanner	N257985	PDT 3100	1999	Obsolete
N	50335	Gravograph Engraver	170635	IS6000	2001	Obsolete
N	58520	Air Conditioner	0909034857	GSH130603	2009	Unrepairable
N	58523	Air Conditioner	0910192523	GSC130601CA	2009	Unrepairable

Disposal Comments: Items will be disposed of properly.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_

Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): David W. Wheeler, CFM, Director, Facilities 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

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Facilities Management COST CENTER NO: 310201

David W. Wheeler, CFM, Director, Facilities Management DATE: 8/26/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	28584	Scaffolding Silver	N/A	N/A	1984	Poor Condition
N	30475	Scaffolding Silver	N/A	N/A	1985	Poor Condition
N	58102	Air Condense Unit	0807667114	GSH130601 & GSH130421	2008	Unrepairable

Disposal Comments: Items will be disposed of property.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): David W. Wheeler, CFM, Director, Facilities 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 \_\_\_\_\_



**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of this amendment is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Second Amendment to Visit Pensacola MAA

Visit Pensacola MAA

Amendment to Visit Pensacola MAA

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**SECOND AMENDMENT TO  
MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN ESCAMBIA COUNTY AND  
VISIT PENSACOLA, INC.**

***THIS SECOND AMENDMENT TO AGREEMENT*** is made and entered into this 22nd day of September, 2016 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 Visit Pensacola, Inc., with administrative offices 1401 East Gregory Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 46-3684826(hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, effective October 1, 2015, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for Fiscal Year 2015-2016 (October 1 through September 30), the sum of \$5,527,650.00 for Visit Pensacola, Inc., to conduct a program generally described as Tourism Promotion Activities; and

**WHEREAS**, effective June 2, 2016, the parties previously agreed to amend the agreement to include additional funding in the total amount of \$1,972,420.00 to increase funding for direct programming activities by \$2,073,813 and decrease funding for personnel related expenses by \$101,393.00; and

**WHEREAS**, the parties agreed to amend the agreement to reallocate funding in the amount of \$200,000.00 from personnel related expenses to direct programming activities within the Fiscal Year 2015-2016 Budget; and

**WHEREAS**, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the agreement should be amended as provided herein.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the agreement entered into on October 1, 2015, as amended on June 2, 2016, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That Exhibit "A" of the Miscellaneous Appropriations Agreement, as amended on June 2, 2016, is amended as provided in the revised Exhibit attached hereto and incorporated herein.

3. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any 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 and 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 Amendment to the Agreement on the respective dates under each signature.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

**VISIT PENSACOLA, INC.**

By: \_\_\_\_\_  
Steve Hayes, President

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Approved as to form and legal sufficiency.

By/Title: \_\_\_\_\_

Date: 9/8/16

**EXHIBIT "A"**  
2015/2016 MISCELLANEOUS APPROPRIATIONS  
PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The allocation of funds described below is the parties' best estimate of the expected distributions, but shall be revised through a contract amendment approved by the Board of County Commissioners based upon Visit Pensacola, Inc's consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of ~~\$5,640,463.00~~ 5,840,463.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of \$491,000.00 related to the operations of the Visit Pensacola office, the Pensacola Sports Association (PSA), Arts, Culture, and Entertainment (ACE), the Pensacola Beach and the Perdido Key Visitor Information Centers.

Personnel: Expenses of ~~\$1,368,607.00~~ 1,168,607.00 related to salaries and benefits for employees working for Visit Pensacola, Pensacola Sports Association (PSA), Arts, Culture, and Entertainment (ACE), the Pensacola Beach and the Perdido Key Visitor Information Centers.

10/8/2015 CAE-JH

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN ESCAMBIA COUNTY AND  
VISIT PENSACOLA, INC.

**THIS AGREEMENT** is made and entered into this 1st day of October, 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 Visit Pensacola, Inc., with administrative offices 1401 East Gregory Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 46-3684826.

WITNESSETH:

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies for, (1) the marketing of Escambia County Tourism, (2) to increase future Tourism Development Tax revenues, (3) to increase Local Optional Sales Tax revenue, (4) to increase job growth, all of which further the public good of the people of Escambia County; and

**WHEREAS**, Visit Pensacola, Inc., promotes Escambia County as a vacation and business destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

**WHEREAS**, Visit Pensacola, Inc., activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

**WHEREAS**, Visit Pensacola, Inc., was created as a 501(c)(6) private not for profit corporation, with the express purpose to allow the community to speak with "one unified voice" on tourism matters. Visit Pensacola, Inc., operates in the Sunshine and will continue to do so; and

**WHEREAS**, the Tourism Development Tax is imposed on short term lodging and meant to provide a dedicated tourism marketing and promotion fund; and

**WHEREAS**, in order to preserve and expand that mission, Visit Pensacola, Inc., which now includes in their budget request:

1. Pensacola Sports Association (PSA)
2. Arts, Culture, and Entertainment (ACE)
3. Pensacola Beach Information Center
4. Perdido Key Information Center

has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

Date: 10/14/2015 Verified By: J. Carraway

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the enumerated mission of Section 125.0104 and its related benefits to Escambia County citizens, said expenditure of County tax monies serves an essential public purpose as established by law; and

**WHEREAS**, the County has appropriated from the County's Tourist Development Fund for the months of January through September of the County's current Fiscal Year 2015/16 (October 1 through September 30) as follows:

1. Three Cents Tourist Development Tax in the sum of \$4,167,500.00
2. Fourth Cent Tourist Development Tax in the sum of \$1,235,150.00
3. Fourth Cent Tourist Development Tax for Micro-Grants in the sum of \$125,000.00

of Fiscal Year 2016 Tourist Development Taxes to conduct a program generally described as:

Tourism Promotion Activities

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

**WHEREAS**, the undersigned representatives of Visit Pensacola, Inc., are authorized to sign this *Agreement* binding it.

**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.** Visit Pensacola, Inc., agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this *Agreement*, and the provisions of Sections 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 with regard to its tourism promotion activities; and

C) To return to the County within forty-five (45) days of demand all remaining 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 Section 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 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

4. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

5. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, 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; and

F) To consent to:

1. Providing such audits of the financial affairs of Visit Pensacola, Inc., 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 Visit Pensacola, Inc's, fiscal year; and

G) Operating the program more particularly described in Exhibit "A" to this *Agreement*. Visit Pensacola, Inc., may enter into subcontracts under this *Agreement* as appropriate. Visit Pensacola, Inc., must furnish the County a copy of all subcontracts once executed.

**Section 2.** This *Agreement* shall be considered to have become effective on the 1st day of October, 2015, and will terminate on the 30th day of September, 2016, unless canceled sooner with cause by either party by giving thirty (30) days prior written notice of such

cancellation to the other party.

**Section 3.** The County agrees to pay Visit Pensacola, Inc., a total sum of \$5,527,650.00 for the program of activity described herein. The sum of \$1,400,000.00, shall be paid following the execution of this *Agreement*, and the remainder shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

**Section 4.** Any equipment purchased with County funds allocated in accordance with this *Agreement(s)* in connection with aforementioned program, which has a unit cost of \$1,000 or more, will be placed on an inventory record by Visit Pensacola, Inc., and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

**Section 5.** In addition to any reporting requirement described in Exhibit "A", Visit Pensacola, Inc., agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of Fiscal Year 2015-2016 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

**Section 6.** Visit Pensacola, Inc.'s approved budget, included in Exhibit "A" and any changes in that budget, which would affect 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 by this *Agreement*.

**Section 7.** Visit Pensacola, Inc., agrees that any funds provided by the County for the operation of the program through September 30, 2016, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless Visit Pensacola, Inc., continues to receive a miscellaneous appropriation from the County in the next fiscal year.

**Section 8.** This *Agreement* will apply to all funds appropriated during October through September of the fiscal year ending September 30, 2016, provided that the County's rights and Visit Pensacola, Inc.'s duties hereunder will continue for a period of five (5) years from the date of execution hereof subject to appropriation.

**Section 9.** Visit Pensacola, Inc., has established specific metrics for evaluating the success of its Tourism Development Tax Expenditure for Fiscal Year 15/16, and shall report those results to the Board of County Commissioners quarterly. These metrics are incorporated as Exhibit "C" attached hereto.

## **Section 10. General Provisions**

*Modification and Amendment.* No modification or amendment of this *Agreement* shall be valid and binding on the parties unless made in writing and signed by or on behalf of the County and Visit Pensacola, Inc.

*Entire Agreement.* This *Agreement* supersedes all prior agreements and discussions between the parties with respect to the subject matter of this *Agreement*, and this *Agreement* together with all exhibits and any other documents delivered in connection with this *Agreement*, comprise the sole and entire agreement between the parties with respect to the subject matter of this *Agreement*.

*Applicable Law and Venue.* This *Agreement* shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for resolution of any dispute between the parties is to be Escambia County, Florida, and the parties hereby consent to the personal jurisdiction of said courts.

*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.

*Gender.* Whenever the context so requires, the singular shall include the plural and plural shall include the singular, and the gender of any pronoun shall include other genders.

*Severability.* Wherever possible, each provision of this *Agreement*, shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this *Agreement* shall be prohibited or invalidated under applicable law, such provision shall be ineffective to the extent of such provision only, and the remaining provisions of this *Agreement* shall remain fully effective as if the prohibited or invalid provision had never been contained within the *Agreement*.

*Survival.* The general provisions of this Section 10 will survive any termination or expiration of this *Agreement*.

*Ambiguities.* Each party and its counsel have participated fully in the review and revision of this *Agreement*. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this *Agreement*. The language in this *Agreement* shall be interpreted as to its fair meaning and not strictly for or against any party.

*Counterparts.* This *Agreement* may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument.

*Notices.* All notices, authorizations, and requests given or made in connection with this *Agreement* must be sent by facsimile or Certified Mail, return receipt requested, and faxed or addressed, respectively, to the parties' head office at the following addresses:

**Escambia County Board of County Commissioners**  
221 Palafox Place  
Pensacola, FL 32502

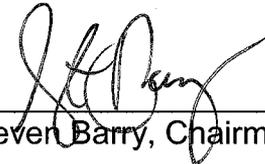
and

**Visit Pensacola, Inc.**  
1401 East Gregory Street  
Pensacola, Florida 32502

or to any different address that is provided to a party through the means of notice adopted herein. Notices will be deemed delivered on the date shown on the certified postal return receipt or facsimile confirmation of delivery.

**IN WITNESS WHEREOF** the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

By:   
Steven Barry, Chairman

Date Executed

10/8/2015

Attest: Pam Childers  
Clerk of the Circuit Court

By:   
Deputy Clerk



**BCC APPROVED:** 10-08-2015

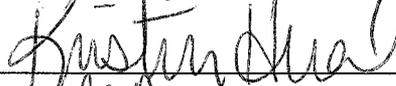
**VISIT PENSACOLA, INC.**

By: 

Title: 10 President

Attest:   
Secretary

This document approved as to form and legal sufficiency.

By: 

Title: ACA

Date: 9/25/15

**EXHIBIT "A"**  
**2015/2016 MISCELLANEOUS APPROPRIATIONS**  
**PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS**

The allocation of funds described below is the parties' best estimate of the expected distributions, but shall be revised through a contract amendment approved by the Board of County Commissioners based upon Visit Pensacola, Inc's consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of \$3,566,650.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of \$491,000.00 related to the operations of the Visit Pensacola office, the Pensacola Sports Association (PSA), Arts, Culture, and Entertainment (ACE), the Pensacola Beach and the Perdido Key Visitor Information Centers.

Personnel: Expenses of \$1,470,000.00 related to salaries and benefits for employees working for Visit Pensacola, Pensacola Sports Association (PSA), Arts, Culture, and Entertainment (ACE), the Pensacola Beach and the Perdido Key Visitor Information Centers.

## EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of Visit Pensacola, Inc., to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- The sum of \$1,400,000.00 shall be paid following the execution of this Agreement. For the remainder of the year, no funding will be advanced. Subsequent reimbursements will be made upon proof of payment for eligible costs.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. **Checks are not released directly to vendors.**

<b>Lodging Metrics</b>	
Tourism Development Tax	Tax Collected on lodging properties based on revenue for a rental time period. Currently at 4%
Hotel Average Daily Rate	Room revenue divided by rooms sold, displayed as the average rental rate for a single room. Provided by Smith Travel Research
Hotel Daily Occupancy	Rooms sold divided by rooms available multiplied by 100. Occupancy is always expressed as a percentage of rooms occupied. Provided by Smith Travel Research
Hotel RevPar	Room revenue divided by rooms available. Provided by Smith Travel Research
<b>Visitor Information Center Metrics</b>	
VIC Walk-Ins	Number of visitors entering the Visitor Information Center to get information on the Pensacola Bay Area
Inquiries	Number of people inquiring about the Pensacola Bay Area as a travel destination.
First Time Visitors	Number of visitors to the VIC who have not previously visited the Pensacola Bay Area
<b>Sales Metrics</b>	
Number of Bookings	Number of definite groups who will be coming to Pensacola for a meeting, convention, reunion, wedding, group tour or other leisure groups over a period of time.
Number of Room Nights	Represents one room occupied for one night. Overnight visitors spend significantly more in our community than day visitors
Sales Leads Issued	Number of sales leads sent to our industry partners for future room night business
Lead Room Nights	Represents the number of future room nights associated with a sales lead
Attendees	Number of people attending a meeting, convention, conference, wedding, reunion, tour or other leisure booking
<b>Interactive/Web Metrics</b>	
Web Unique Visitors	Unique visitors (or visitors) refers to the number of distinct individuals requesting pages from the website during a given period, regardless of how often they visit.
Partner Listing Page Views	Site visitors clicking the links to our partner websites from our site.
Visitors Guide Sign Up	Users filling out the form on our website to receive the visitor guide.
E-Newsletter Sign Up	Site visitors requesting to be added to our email list.
# of Lodging Searches (Book Direct)	Unique visitors browsing our accommodation section
Lodging Referrals (BookDirect)	Click thru to lodging companies from the book direct section
Enewsletter subscribers	Number of subscribers currently subscribed to our email newsletter.
Bounce Rate	How quickly someone leaves our website. Low % can equate to they are finding what they needed
Time on Site (minutes)	How long web visitors stay on the visitpensacola site. Higher time can equate to good contact and information
Enewsletter subscribers	# of people who have signed up to receive our newsletter
Enewsletter click thru	Indicates how many clicks an email newsletter generated.

<b>Marketing/Communications Metrics</b>	<b>Definition</b>
Ad Equivlency	Assigns an equivalent advertising dollar value to editorial coverage; refers to what the editorial coverage would cost if it had been paid for, either as advertising space (in print/online) or as time (in broadcast); its disadvantage is not accounting for credibility, share-ability and authenticity of editorial coverage as compared to paid advertising content
Story Placement	Number of editorial coverage generated, in terms of print articles, online stories or broadcast clips
Media Visits/FAMS	Number of journalists who have been hosted in-market as part of a familiarization (FAM) visit, whether for editorial research and/or on editorial assignment (to generate future coverage)
Media Assists	Number of writers assisted as they prepare stories on the Pensacola Bay area.
Media Missions/Visits	Number of out-of-market visits completed by the communications team to meet with journalists in key feeder markets; media missions are traditionally completed as part of a group (e.g. VISIT FLORIDA), while desk-side visits are conducted one-on-one
Press Releases Issued	Any written communication formally issued to media, providing information on a particular topic, event or issue that's considered timely, newsworthy and editorially relevant
Blog Posts	A blog post is an entry on Visit Pensacola's blog; the entries are in date order and are listed along the side panel of the website.
Facebook Likes	A Facebook like is when a user clicks "Like" on the Visit Pensacola Facebook page, and therefore begins to see posts and interactions from Visit Pensacola on their newsfeed or home page.
Facebook Posts	A Facebook post is when Visit Pensacola posts a message, which can contain video, photos, website links and even a multiple choice question.
Tweets	A tweet is a message posted to Visit Pensacola's Twitter page, which must be under 140 characters, and then is displayed on the homepage of Visit Pensacola's followers.
Twitter Followers	A follower is someone who clicks "Follow" on Visit Pensacola's Twitter page, which allows them to receive all tweets that are sent out by Visit Pensacola on their home page.

6/2/2016 CAR TB

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

AMENDMENT TO  
MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN ESCAMBIA COUNTY AND  
VISIT PENSACOLA, INC.

**THIS AMENDMENT TO AGREEMENT** is made and entered into this 2<sup>nd</sup> day of June, 2016 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 Visit Pensacola, Inc., with administrative offices 1401 East Gregory Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 46-3684826 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, effective October 1, 2015, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for Fiscal Year 2015-2016 (October 1 through September 30), the sum of \$5,527,650.00 for Visit Pensacola, Inc., to conduct a program generally described as Tourism Promotion Activities; and

**WHEREAS**, the parties have agreed to amend the agreement to include additional funding in the total amount of \$1,972,420.00 to increase funding for direct programming activities by \$2,073,813 and decrease funding for personnel related expenses by \$101,393.00; and

**WHEREAS**, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the agreement should be amended as provided herein.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the agreement entered into on October 1, 2015, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That the Agreement is amended to reflect that the County agrees to pay Visit Pensacola, Inc. additional funding in the amount of \$1,972,420.00 for a total sum of \$7,500,070.00. The sum of \$500,000.00 shall be paid following the execution of this Amendment to the Agreement, and the remainder shall be paid on a cost

Date: 6/7/2016 Verified By: J. Samu

reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit B to the Agreement.

3. That Exhibit "A" of the Miscellaneous Appropriations Agreement is amended as provided in the revised Exhibit attached hereto and incorporated herein.

4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

6. That this 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 and 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 Amendment to the Agreement on the respective dates under each signature.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: [Signature]  
Grover C. Robinson, IV, Chairman

Date: 6/3/2016

BCC Approved: 06-02-2016

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



**VISIT PENSACOLA, INC.**

By: [Signature]  
Steve Hayes, President

Date: 5/31/16

Attest:  
[Signature]  
Secretary

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/20/16

**EXHIBIT "A"**  
**2015/2016 MISCELLANEOUS APPROPRIATIONS**  
**PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS**

The allocation of funds described below is the parties' best estimate of the expected distributions, but shall be revised through a contract amendment approved by the Board of County Commissioners based upon Visit Pensacola, Inc's consultation with its advertising, promotion and market research agencies within 120 days.

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Personnel: Expenses of ~~\$1,470,000.00~~ \$1,368,607.00 related to salaries and benefits for employees working for Visit Pensacola, Pensacola Sports Association (PSA), Arts, Culture, and Entertainment (ACE), the Pensacola Beach and the Perdido Key Visitor Information Centers.



Said Regulations and Restrictive Covenants expired on January 1, 2010. The Waiver is being given for the purpose of allowing conveyance of this property to SVNCRE Group, LLC.

SVNCRE Group, LLC did not return calls before agenda submission for any information related to its future use of the Commerce Park property referenced above.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Waiver of Option to Re-Purchase has been approved by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Lot 13, Blk B, Marcus Pointe Commerce Park - Backup

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# 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		Assessments				
<b>Reference:</b>	391S300200013002	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	040861854	2016	\$65,658	\$0	\$65,658	\$65,658
<b>Owners:</b>	BARNES JOEY L & BARNES JAMES K	2015	\$65,658	\$0	\$65,658	\$65,658
<b>Mail:</b>	1149 PEARSON RD MILTON, FL 32583	2014	\$65,657	\$0	\$65,657	\$65,657
<b>Situs:</b>	COMMERCE PARK CIR 32505	<a href="#">Disclaimer</a>				
<b>Use Code:</b>	VACANT INDUSTRIAL	<a href="#">Amendment 1/Portability Calculations</a>				
<b>Taxing Authority:</b>	COUNTY MSTU					
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector						

Sales Data		2016 Certified Roll Exemptions		
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>
11/2005	5778 1448	\$72,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller				
<b>Legal Description</b>		<b>Extra Features</b>		
LT 13 BLK B MARCUS POINTE COMMERCE PARK PB 14 P 82 OR 5778 P 1448		None		

**Parcel Information**

**Section Map Id:**  
39-1S-30-2

**Approx. Acreage:**  
2.2800

**Zoned:**   
HC/LI

**Evacuation & Flood Information**  
[Open Report](#)

[Launch Interactive Map](#)

[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings
None

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

This Document Was Prepared by:  
Stephen G. West, Assistant County Attorney  
Office of the County Attorney  
14 West Government Street, Room 411  
Pensacola, Florida 32502  
(850) 595-4970

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**DEED**

THIS DEED is made this 17th day of November, 2005, by Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantor), and Joey Lee Barnes and James Kevin Barnes, whose address is 5001 Commerce Park Circle, Pensacola, Florida 32505 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Seventy Two Thousand Dollars (\$72,000), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, and assigns forever, the following described land in Escambia County, Florida:

Lot 13, Block B, Marcus Pointe Commerce Park as shown in the plat of Marcus Pointe Commerce Park recorded in Plat Book 14 at page 82 of the public records of Escambia County, Florida.

Property Reference No. 39-1S-30-0200-013-002 (Property).

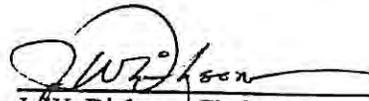
THIS CONVEYANCE IS SUBJECT TO taxes for the year 2005 and subsequent years; conditions, easements, and restrictions of record, including, but not limited to, that certain Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park recorded in Official Record Book 2931 at page 63 of the public records of Escambia County, Florida; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES 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 the same.

Not Agenda Backup  
Barnes 11/17/2005

IN WITNESS WHEREOF, Grantor has caused these presents 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.

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

  
\_\_\_\_\_  
J.W. Dickson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

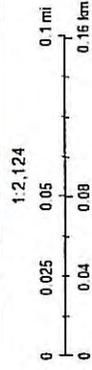


BCC Approved: April 21, 2005

Date Executed

November 17, 2005

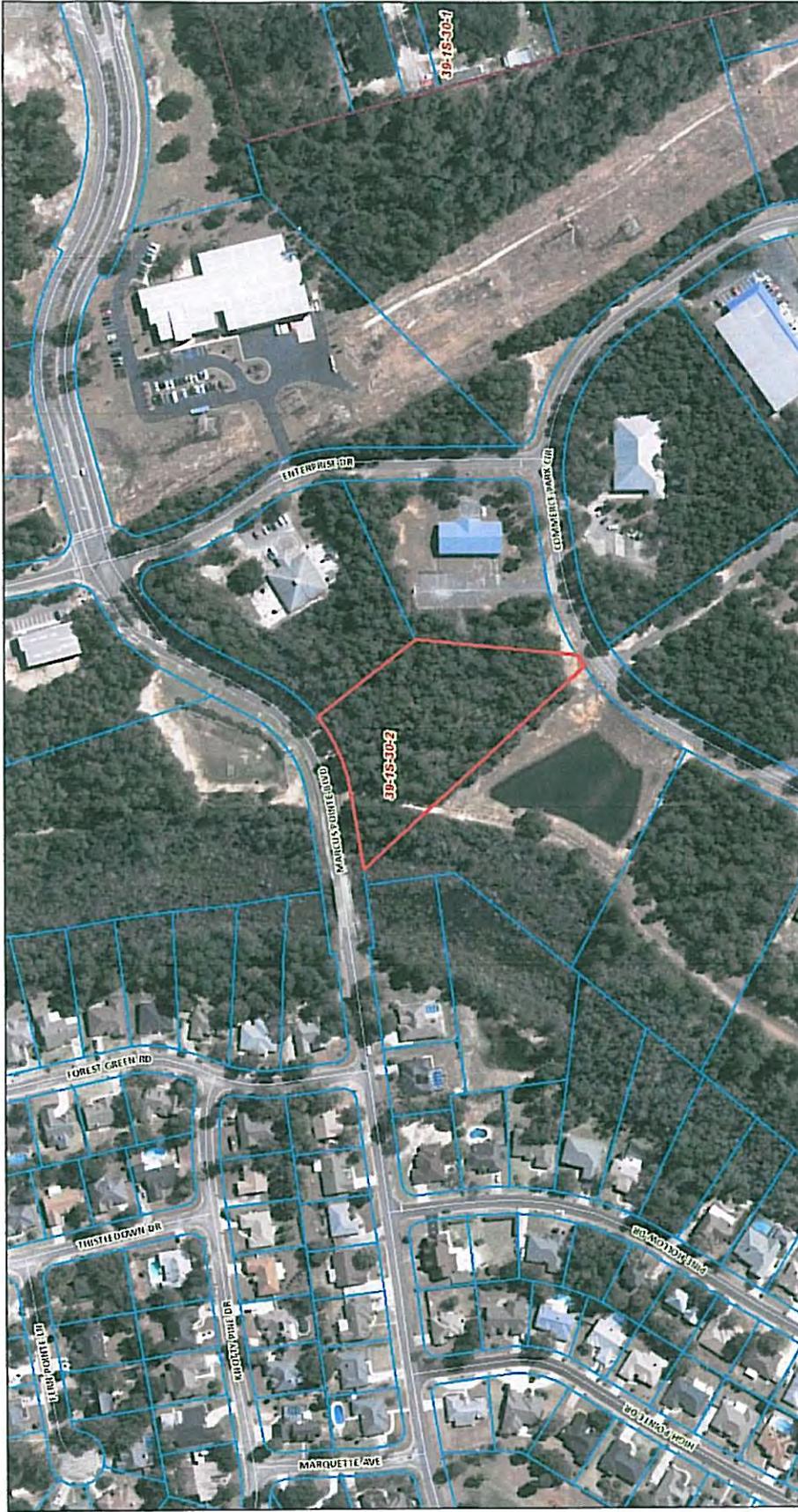
# Chris Jones Escambia County Property Appraiser



August 25, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

Chris Jones Escambia County Property Appraiser



- August 25, 2016
- Map Grid
  - City Road
  - County Road
  - Interstate
  - State Road
  - US Highway
  - All Roads
  - Property Line

This document was prepared by:  
Stephen G. West, Senior Assistant County Attorney  
Office of the County Attorney  
221 Palafox Place, Suite 430  
Pensacola, FL 32502

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**WAIVER OF OPTION TO RE-PURCHASE**

ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, hereby waives its option to re-purchase described in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park recorded in Official Record Book 2931 at page 63, as amended in Official Record Book 4029 at page 87 of the public records of Escambia County, Florida.

THIS WAIVER is given for the purpose of allowing conveyance of the following property to SVNCRE Group, LLC:

Lot 13, Block B, Marcus Pointe Commerce Park, a subdivision of a portion of the Joseph Cruzat and Francisco Deviller Grant, Section 39, Township 1 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 14 at pages 82, 82A and 82B of the public records of Escambia County, Florida.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10994**

**County Administrator's Report 10. 19.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** Reappointment to the BID Inspections Fund Advisory Board (IFAB)

**From:** Donald R. Mayo, Building Official/Department Director

**Organization:** Building Services

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Reappointment to the BID Inspections Fund Advisory Board (IFAB) - Donald R. Mayo, Building Official/Building Services Department Director

That the Board take the following action concerning the Home Builders Association of West Florida's recommendation for reappointment of a member to the BID Inspections Fund Advisory Board (IFAB):

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

B. Reappoint Thomas Henry, Thomas Home Corporation, for a three-year term, beginning October 1, 2016, through September 30, 2019.

The BID Investment Fund Advisory Board is governed under the Escambia County Code of Ordinances Number 2004-56, Chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve a three-year term and may be reappointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

**BACKGROUND:**

The BID Investment Fund Advisory Board (IFAB) is governed under the the Escambia County Code of Ordinances Number 2004-56, chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve a three year terms and may be reappointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The BID Investment Fund Advisory Board (IFAB) shall meet at least quarterly in accordance with the requirements of Florida's Government in the Sunshine Law with the Building Official, to review compliance and make recommendations on the Department's budget, service fees and costs, and other related financial matters.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

HBA West FLorida Recommendation for Reappointment of Thomas Henry  
Resume of Thomas Henry

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**Home Builders Association of West Florida**

4400 Bayou Boulevard, Suite 45 • Pensacola, FL 32503-2692 • (850) 476-0318 • Fax (850) 494-9764

September 8, 2016

Mr. Jack Brown  
Escambia County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Dear Mr. Brown:

It is with great pleasure and sincerity in which I offer Mr. Thomas Henry, of Thomas Home Corporation, my highest personal and professional recommendation to be reappointed to the Inspections Fund Advisory Board.

Thomas has been a member of the Home Builders Association of West Florida (HBA) since 1992. Thomas worked his way up the leadership ladder and served as HBA President in 2000. He also served on the Escambia County Planning Board for many years, including one year as its chairperson.

If you have any questions, please feel free to call me at 476-0318.

Sincerely,

David W. Peaden, II  
Executive Director

Thomas Henry  
Thomas Home Corporation  
3050 Highway 95A South  
Cantonment, FL 32533  
Office: 850-479-9327  
Fax: 850-479-2560

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- ❖ President of Thomas Home Corporation
- ❖ Registered Building Contractor since 1990
- ❖ Past President of the Home Builders Association of West Florida
- ❖ Past chairman of Escambia County Planning Board
- ❖ Actively building in Escambia County since 1990



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10991**

**County Administrator's Report 10. 20.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** United Way of Escambia County - "Day of Caring" - October 14, 2016

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the United Way of Escambia County "Day of Caring" on October 14, 2016 - Jack R. Brown, County Administrator

That the Board support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 14, 2016, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

**BACKGROUND:**

United Way's Day of Caring has become Escambia County's premier "hands-on" opportunity to help people and community service agencies. This event brings people from all segments of the business, government, and military communities together to perform needed volunteer projects at local non-profit organizations. Volunteers will do a variety of tasks for those most in need in our community. Each year, many companies, governmental agencies and the military allow their employees this opportunity to help the community and complete numerous projects at United Way funded agencies.

**BUDGETARY IMPACT:**

Any employee participating in this activity is already included in the current budget of their respective divisions. In lieu of the employee utilizing annual leave, the hours involved in the "Day of Caring" would be reported as administrative leave.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Division Managers will determine employee participation considering the workload of their divisions and staffing requirements.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10985** **County Administrator's Report** **10. 21.**  
**BCC Regular Meeting** **Technical/Public Service Consent**  
**Meeting Date:** 09/22/2016  
**Issue:** Request for Disposition of Property  
**From:** Chip Simmons, Assistant County Administrator  
**Organization:** Corrections  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Corrections Department-Chip W. Simmons, Assistant County Administrator

That the Board approve the Request for Disposition of Property Form for the Corrections Department, for the property which is described and listed on the Disposition Form, with reason for disposal stated.

**BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The obsolete property listed on the attached Request for Disposition of Property has been checked, declared obsolete and/or no use to the County, and suitable to be properly disposed of. The disposal of property# 60538 is based on the determination of Terry Gray, Fleet Division Manager and the memo regarding the vehicle is attached. This vehicle is a 1998 stepside van in poor condition, however it may be suitable for donation. The disposal of property #61613 (ID Badge Printer) is based on observations made by the jail staff.

**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 27407 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Request for Disposition of Property Form

Memo Re: Vehicle 60538

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Corrections COST CENTER NO: 290401

Whitney C. Lucas DATE: 09/08/2016  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Whitney C. Lucas Phone No: 850-595-3114

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60538	1998 Chevrolet Step Van	1GBKP32R1W3301745	Step Van	1998	Poor
Y	61613	ID Badge Printer	G105240	NA	2013	Poor

Disposal Comments: Vehicle 60538 was evaluated by the Terry Gray, Fleet Division Manager. Evaluation is attached.  
ID Printer 61613 was determined to be broken beyond repair by Jail staff.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

Date: 09/08/2016  
 FROM: Escambia County Department Director (Signature): \_\_\_\_\_

Director (Print Name): Chip W. Simmons, Assistant County Administrator

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date: 09/22/2016

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 \_\_\_\_\_

## Whitney C. Lucas

---

**From:** Terry W Gray  
**Sent:** Tuesday, August 09, 2016 12:35 PM  
**To:** Whitney C. Lucas  
**Subject:** RE: vehicle # 60538

Whitney,

I am terribly sorry for not getting back to you sooner on this...the van #60538 has ABS problems and would need a module at approximately \$2500 plus approximately \$200 labor = \$2700. The unit is valued at \$5500, may bring around \$3000 at auction as is.

*Thank you,*

*Terry Gray*  
*Fleet Division Manager,*  
*Public Works Infrastructure*  
*Office.... 850.937.2123*  
*Cell..... 850.554.2912*  
*Fax.... 850.937.2129*  
*Email [twgray@myescambia.com](mailto:twgray@myescambia.com)*  


---

**From:** Whitney C. Lucas  
**Sent:** Friday, July 22, 2016 10:46 AM  
**To:** Terry W Gray  
**Subject:** FW: vehicle # 60538

Good Morning,

I know that things have been crazy for everyone lately related to budget hearings along with other factors, but I was hoping to get the official disposal of this vehicle to the Board at the second meeting in August so I just wanted to check and see if your people have had an opportunity to possibly take a look and get a brief statement together for us related to its condition. I just want to make sure it is removed from the Jail's fixed asset list prior to our yearly inventory.

Thanks,

*Whitney C. Lucas*  
Escambia County Corrections  
Corrections Financial Manager  
2251 North Palafox Street  
Pensacola, Florida 32501  
Office: 850-595-3114  
Cell: 850-417-4479  
Email: [wclucas@myescambia.com](mailto:wclucas@myescambia.com)



---

**From:** Whitney C. Lucas  
**Sent:** Wednesday, April 27, 2016 8:39 AM  
**To:** Terry W Gray  
**Subject:** RE: vehicle # 60538

Great. Thank you!! I believe it is already out at the Road Department so please just send the statement my way whenever they have a chance to look at it.

Thanks,

*Whitney C. Lucas*

Escambia County Corrections  
Corrections Financial Manager  
Office: 850-595-3114

---

**From:** Terry W Gray  
**Sent:** Wednesday, April 27, 2016 6:18 AM  
**To:** Whitney C. Lucas  
**Subject:** RE: vehicle # 60538

Whitney,

Yes, we will evaluate the unit and give you a statement as to the condition.

*Thanks,*

*Terry Gray*

*Phone 850.937.2123*

*Cell 850.554.2912*

*Fax 850.937.2129*

*Email [twgray@myescambia.com](mailto:twgray@myescambia.com)*

*[myescambia](http://myescambia.com)*

Thanks,

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**From:** Whitney C. Lucas  
**Sent:** Monday, April 25, 2016 12:16 PM  
**To:** Terry W Gray  
**Subject:** vehicle # 60538

Good Afternoon,

The Jail is wanting to dispose of vehicle# 60538. It is a 1998 Chevy Step Van listed in poor condition according to the last report I received. After discussing the disposal with Chip he has asked that I obtain something from the road department simply stating that the vehicle can no longer be of use to the county due it it's age/condition. Is that something you can help us out with?

Thanks,

*Whitney C. Lucas*

Escambia County Corrections  
Corrections Financial Manager

2251 North Palafox Street

Pensacola, Florida 32501

Office: 850-595-3114

Cell: 850-417-4479

Email: [wclucas@myescambia.com](mailto:wclucas@myescambia.com)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11038**

**County Administrator's Report 10. 22.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/22/2016

**Issue:** License Agreement with Northwest Florida Water Management District for the Scour Rehabilitation of County Road 184 Bridge

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a License Agreement with the Northwest Florida Water Management District for the Scour Rehabilitation of County Road 184 (Quintette Road) Bridge - Joy D. Blackmon, P.E. - Public Works Department Director

That the Board take the following action concerning a License Agreement between Escambia County and the Northwest Florida Water Management District (NFWFMD) for a planned improvement project for the Scour Rehabilitation of County Road (CR) 184 (Quintette Road) bridge over Escambia River (Bridge Number 480045):

A. Rescind the Board's action of August 4, 2016, CAR I-8, approving the License Agreement between Escambia County and NFWFMD for Access and Temporary Construction Workspace at Quintette Landing Boat Ramp, a planned improvement project for the Scour Rehabilitation of CR 184 (Quintette Road) bridge over Escambia River;

B. Approve the updated License Agreement between Escambia County and NFWFMD for Access and Temporary Construction Workspace at Quintette Landing Boat Ramp, a planned improvement project for the Scour Rehabilitation of CR 184 (Quintette Road) bridge over Escambia River; and

C. Authorize the Chairman or Vice Chairman to execute the updated License Agreement, and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.

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

**BACKGROUND:**

The rehabilitation plan will be implemented by Escambia County and is intended to protect the bridge located on County Road (CR) 184 (Quintette Road) - Bridge Number 480045 - from additional scouring. This project is Phase II, which will complete the planned rehabilitation scheduled for this bridge. Phase I rehabilitation was completed in late 2015. In order for the construction to commence for Phase II, the Board will need to execute a License Agreement with NFWWMD, which will allow the contractor to utilize the existing Quintette Road Boat Ramp as a staging area. Without the Licensing Agreement, the projected costs for rehabilitation exceed the proposed budget by approximately 250%. NFWWMD's Governing Board has approved the License Agreement for Quintette Road Boat Ramp.

On the original License Agreement, item # 16 was omitted. Item #16 states, "Pursuant to s. 20055(5), F.S., the County shall and agrees to cooperate with an inspector general in any investigation, audit, inspection, review, or hearing involving or related to a contract, bid, proposal, and application or solicitation for a contract."

The updated License Agreement includes item #16 as stated above.

**BUDGETARY IMPACT:**

All costs associated with accepting and recording of documents will be paid by Escambia County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The License Agreement has not been approved as to form and legal sufficiency. Legal concerns will be addressed to the Board by the County Attorney during the meeting.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

NFWWMD Approval

bcc minutes 8 4 16

Original Agreement

Updated Agreement

Aerial map

bcc rec 8 4 16

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## Liz Bush

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**From:** Carol Bert <Carol.Bert@nfwwater.com>  
**Sent:** Thursday, July 14, 2016 4:34 PM  
**To:** Liz Bush  
**Cc:** Dwight Austin  
**Subject:** License Agreement for Quintette Landing

Hi Liz,

Just wanted to let you know that the District's Governing Board approved the License Agreement for Quintette Landing today.

What is the status of the agreement on your side?

I am off tomorrow but will return to the office on Monday.

Thanks,

*Carol L. Bert*

*Lands Administrator III*

*Northwest Florida Water Management District*

*81 Water Management Drive*

*Havana, Florida 32333*

*Phone: (850) 539-5999, ext. 303*

*Fax: (850) 539-2777*



**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued**

**1-9. Approval of Various Consent Agenda Items – Continued**

- 8. Taking the following action concerning a License Agreement between Escambia County and the Northwest Florida Water Management District (NFWFMD), for a planned improvement project for the scour rehabilitation of County Road (CR) 184 (Quintette Road) bridge over Escambia River (Bridge Number 480045) (Funding: funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office):**
  - A. Approving the License Agreement between Escambia County and NFWFMD for Access and Temporary Construction Workspace; Quintette Landing Boat Ramp, a planned improvement project for the Scour Rehabilitation of CR 184 (Quintette Road) bridge over Escambia River; and**
  - B. Authorizing the Chairman or Vice Chairman to execute the License Agreement, and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.**
- 9. Approving, subject to Legal review and sign-off, and authorizing the Chairman to sign, an Interlocal Agreement between Pensacola State College and Escambia County Animal Services to allow the Escambia County Animal Shelter Veterinary Clinic to be used as a clinical rotation site for veterinary technician students studying at Pensacola State College.**



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 08-10-2016

TO: Liz Bush  
Public Works Department

BCC: 08-04-2016

CAR I-8 License Agreement for Access and Temporary Construction of the  
Quintette Road Bridge

Please Initial and Date  
Below on Line Provided

*JW 08-10-2016*

Judy Witterstaeter, Program Coordinator, County  
Administration

Attached for your further handling is the Clerk's Original of  
the Agreement noted above. When fully executed, please  
return it to our office. We will forward it to the Clerk's Office  
for filing with the Board's Minutes.

Thank you.

\_\_\_\_\_  
Department Representative - (Comments as Applicable)

**Return This Cover Page & Documents (as applicable) to Judy Witterstaeter**

## Judy H. Witterstaeter

---

**From:** Alison A. Rogers  
**Sent:** Tuesday, August 09, 2016 12:46 PM  
**To:** Judy H. Witterstaeter  
**Cc:** Dianne C. Simpson  
**Subject:** Quintette

Judy,

With regards to the Quintette boat ramp project, voted on and approved by the BCC last week, please process it right away. As we noted concerns with it, it was my hope not to provide my signature on it, but there is no reason in the world why the Chair should hold up signing it. If he needs me to explain, I will.

Alison

8/4/2016 CAR I-8

LICENSE AGREEMENT BETWEEN  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND  
ESCAMBIA COUNTY  
FOR ACCESS AND TEMPORARY CONSTRUCTION  
WORK SPACE; QUINTETTE LANDING BOAT RAMP

THIS LICENSE AGREEMENT (AGREEMENT), made as of 4th day of August, 2016, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (DISTRICT), whose mailing address is 81 Water Management Drive, Havana, FL 32333, and the Escambia County Public Works Department, (COUNTY) whose mailing address is 3363 West Park Place, Pensacola, Florida 32505.

DISTRICT does hereby agree to provide access to the COUNTY and its employees, , subject to the terms, conditions, exceptions and reservations herein made, permission to access on, over or across DISTRICT's property at or near Quintette Landing Boat Ramp, Santa Rosa County, Florida, located in Section 20, Township 2 North, Range 30 West, Santa Rosa County, and to provide additional designated areas for equipment, material staging and landing, hereinafter designated and more particularly shown on a map entitled, "Quintette Landing Access, Staging and Landing Areas", attached hereto and incorporated herein as Exhibit A; for the purpose of access and auxiliary uses to and from the Quintette Landing Boat Ramp in connection with the scour repair of bridge pilings (the "Project"), including barge landing areas, Site A and Site B.

This AGREEMENT and the rights herein granted are solely for the purpose herein stated and are SUBJECT to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across DISTRICT Property as delineated in Exhibit A; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

1. The term of this AGREEMENT is for 12 months from the date of this instrument.
2. COUNTY shall provide DISTRICT with a site restoration plan prior to beginning any activities at the site.
3. COUNTY is responsible for making improvements to the existing roadways and staging areas needed to complete the Project, subject to approval by DISTRICT. COUNTY is authorized to remove and dispose of properly any trees, shrubs, and brush, subject to District approval and acceptance of the site restoration plan.
4. Upon completion of the Project, COUNTY shall meet on-site with West Region District staff to determine, and agree to, the specific restoration activities needed if Site A, depicted on Exhibit A, is selected as the staging and loading area. Vegetation restoration for Site A shall be conducted utilizing 25 to 30 individual similar sapling (1 to 2") species from the following list: River Birch, Black Willow, Overcup Oak, Bald Cypress, Red Maple, and Sable Palm. Grantee shall provide a 12-month survival replacement guarantee for the above named species used in the restoration of the site. Tree clearing is not anticipated for Site B, depicted on Exhibit A, and as such restoration activities will not be required.

Verified By: *[Signature]*

Date: 8/10/2016

5. COUNTY shall take all necessary steps to prevent erosion, siltation and degradation of water quality during all project activities, including temporary bank stabilization measures, utilizing appropriate techniques such as floating turbidity curtains, silt fencing, erosion control blankets, hay bales, etc.
6. Upon completion of the Project, COUNTY will restore the Quintette Landing access road, boat ramp and staging areas to pre-existing conditions to the satisfaction of DISTRICT.
7. This AGREEMENT does not grant any permit or authorization that is required pursuant to federal, state or local environmental regulations.
8. COUNTY may install temporary facilities needed for the Project, including (but not limited to), fencing and gates, dumpsters and portable toilets. COUNTY may move existing DISTRICT facilities such as grills, firecircles and picnic tables. Moved facilities shall be inventoried and given to the DISTRICT for safe keeping until site restoration activities commence.
9. COUNTY shall provide sanitary facilities (portable toilets) for its operations.
10. COUNTY shall provide dumpster(s) as needed for their operations and shall not use DISTRICT trash receptacles or dumpsters.
11. COUNTY shall ensure that public access to the Quintette Landing Boat Ramp is maintained throughout the duration of the License Agreement term and shall erect signs designating the occupied portion of Quintette Landing Boat Ramp as a construction zone. COUNTY shall provide all security and traffic control for its operations.
12. COUNTY shall promptly report and immediately clean up any spills of oil, fuel, lubricant, chemicals and/or any other hazardous materials or liquids.
13. The COUNTY agrees to notify the DISTRICT once the Contractor for this project is selected. The Contractor shall enter into a separate agreement with the DISTRICT for access and temporary work space at Quintette Landing Boat Ramp and agrees to meet all requirements of such agreement.
14. The COUNTY is self-insured as follows: General Liability, with limits not less than \$300,000 per occurrence and \$200,000 per claim. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for 10 days' notice to the District of cancellation or any material change in the terms of the insurance policies.
15. COUNTY agrees to assume full responsibility and be liable for all damages to persons or property, up to a maximum of \$300,000 per occurrence and \$200,000 per claim, incurred in or resulting from the work specified herein; and COUNTY agrees further, by acceptance of this AGREEMENT, to release, acquit, indemnify, save and hold harmless the District, its officers, agents, and representatives from any and all claims, loss, damage, injury and

liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the access being permitted under this AGREEMENT, up to a maximum of \$300,000 per occurrence and \$200,000 per claim.

This Agreement may be extended for an additional period of time upon the mutual agreement of both parties in writing.

IN WITNESS WHEREOF, the parties have set their hands the day first above written.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

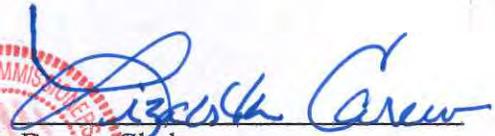
**ESCAMBIA COUNTY, FLORIDA by and  
through its duty authorized BOARD OF  
COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Date Executed

8/4/2016

ATTEST: Pam Childers  
Clerk of the Circuit Court

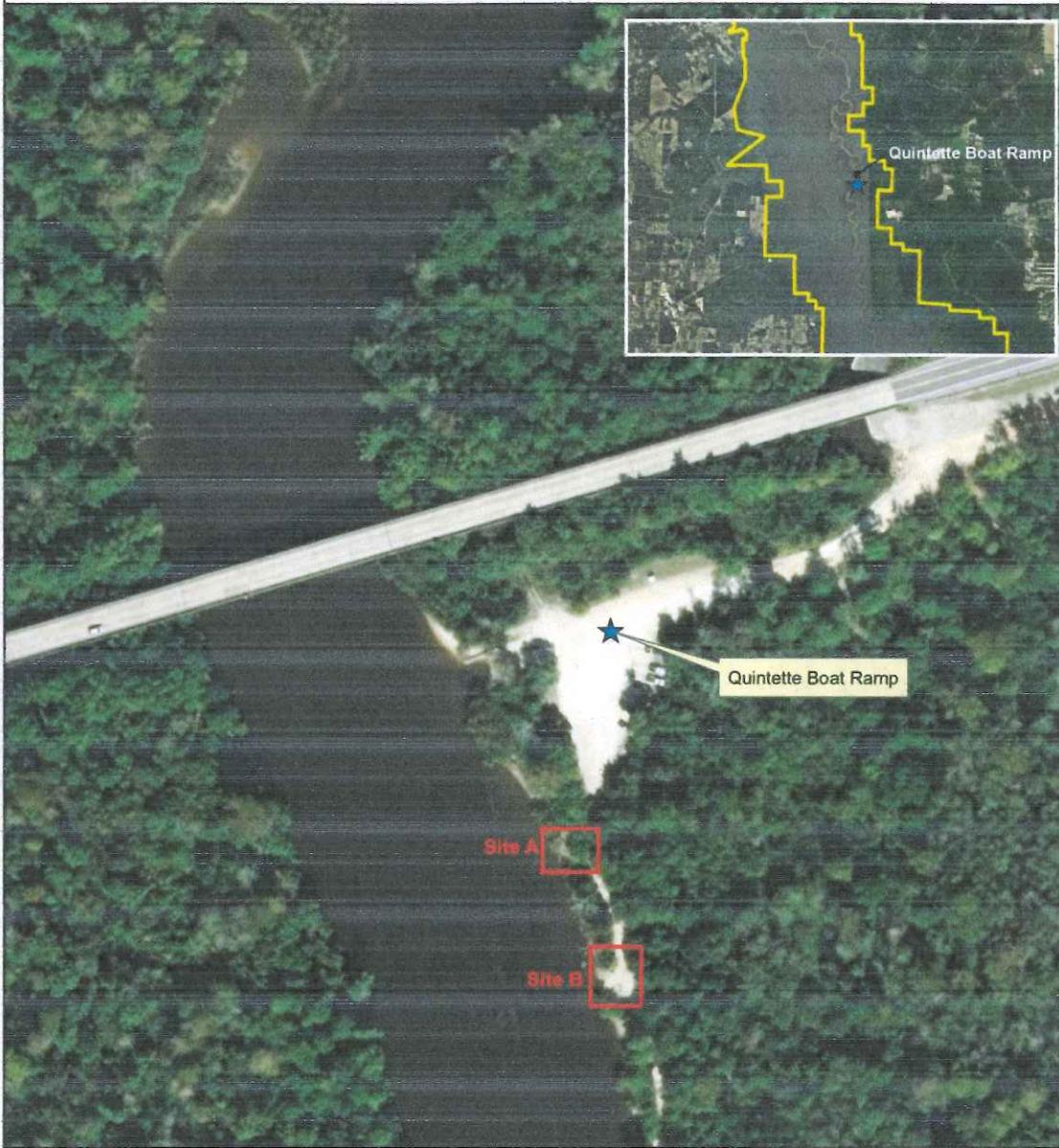
  
\_\_\_\_\_  
Deputy Clerk



BCC Approved 08-04-2016



Exhibit A



★ Quintette Landing

□ District Lands

Quintette Landing Access Staging and  
Landing Areas License Agreement  
Santa Rosa County, Florida  
Escambia River Water Management Area  
Section 20, Township 2 North, Range 30 West

0 0.5 1 2 3 4 Miles



**LICENSE AGREEMENT BETWEEN  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND  
ESCAMBIA COUNTY  
FOR ACCESS AND TEMPORARY CONSTRUCTION  
WORK SPACE; QUINTETTE LANDING BOAT RAMP**

THIS LICENSE AGREEMENT (AGREEMENT), made as of \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (DISTRICT), whose mailing address is 81 Water Management Drive, Havana, FL 32333, and the Escambia County Public Works Department, (COUNTY) whose mailing address is 3363 West Park Place, Pensacola, Florida 32505.

DISTRICT does hereby agree to provide access to the COUNTY and its employees, subject to the terms, conditions, exceptions and reservations herein made, permission to access on, over or across DISTRICT's property at or near Quintette Landing Boat Ramp, Santa Rosa County, Florida, located in Section 20, Township 2 North, Range 30 West, Santa Rosa County, and to provide additional designated areas for equipment, material staging and landing, hereinafter designated and more particularly shown on a map entitled, "Quintette Landing Access, Staging and Landing Areas", attached hereto and incorporated herein as Exhibit A; for the purpose of access and auxiliary uses to and from the Quintette Landing Boat Ramp in connection with the scour repair of bridge pilings (the "Project"), including barge landing areas, Site A and Site B.

This AGREEMENT and the rights herein granted are solely for the purpose herein stated and are SUBJECT to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across DISTRICT Property as delineated in Exhibit A; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

1. The term of this AGREEMENT is for 12 months from the date of this instrument.
2. COUNTY shall provide DISTRICT with a site restoration plan prior to beginning any activities at the site.
3. COUNTY is responsible for making improvements to the existing roadways and staging areas needed to complete the Project, subject to approval by DISTRICT. COUNTY is authorized to remove and dispose of properly any trees, shrubs, and brush, subject to District approval and acceptance of the site restoration plan.
4. Upon completion of the Project, COUNTY shall meet on-site with West Region District staff to determine, and agree to, the specific restoration activities needed if Site A, depicted on Exhibit A, is selected as the staging and loading area. Vegetation restoration for Site A shall be conducted utilizing 25 to 30 individual similar sapling (1 to 2") species from the following list: River Birch, Black Willow, Overcup Oak, Bald Cypress, Red Maple, and Sable Palm. Grantee shall provide a 12-month survival replacement guarantee for the above named species used in the restoration of the site. Tree clearing is not anticipated for Site B, depicted on Exhibit A, and as such restoration activities will not be required.

5. COUNTY shall take all necessary steps to prevent erosion, siltation and degradation of water quality during all project activities, including temporary bank stabilization measures, utilizing appropriate techniques such as floating turbidity curtains, silt fencing, erosion control blankets, hay bales, etc.
6. Upon completion of the Project, COUNTY will restore the Quintette Landing access road, boat ramp and staging areas to pre-existing conditions to the satisfaction of DISTRICT.
7. This AGREEMENT does not grant any permit or authorization that is required pursuant to federal, state or local environmental regulations.
8. COUNTY may install temporary facilities needed for the Project, including (but not limited to), fencing and gates, dumpsters and portable toilets. COUNTY may move existing DISTRICT facilities such as grills, firecircles and picnic tables. Moved facilities shall be inventoried and given to the DISTRICT for safe keeping until site restoration activities commence.
9. COUNTY shall provide sanitary facilities (portable toilets) for its operations.
10. COUNTY shall provide dumpster(s) as needed for their operations and shall not use DISTRICT trash receptacles or dumpsters.
11. COUNTY shall ensure that public access to the Quintette Landing Boat Ramp is maintained throughout the duration of the License Agreement term and shall erect signs designating the occupied portion of Quintette Landing Boat Ramp as a construction zone. COUNTY shall provide all security and traffic control for its operations.
12. COUNTY shall promptly report and immediately clean up any spills of oil, fuel, lubricant, chemicals and/or any other hazardous materials or liquids.
13. The COUNTY agrees to notify the DISTRICT once the Contractor for this project is selected. The Contractor shall enter into a separate agreement with the DISTRICT for access and temporary work space at Quintette Landing Boat Ramp and agrees to meet all requirements of such agreement.
14. The COUNTY is self-insured as follows: General Liability, with limits not less than \$300,000 per occurrence and \$200,000 per claim. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for 10 days' notice to the District of cancellation or any material change in the terms of the insurance policies.
15. COUNTY agrees to assume full responsibility and be liable for all damages to persons or property, up to a maximum of \$300,000 per occurrence and \$200,000 per claim, incurred in or resulting from the work specified herein; and COUNTY agrees further, by acceptance of this AGREEMENT, to release, acquit, indemnify, save and hold harmless the District, its officers, agents, and representatives from any and all claims, loss, damage, injury and

liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the access being permitted under this AGREEMENT, up to a maximum of \$300,000 per occurrence and \$200,000 per claim.

16. Pursuant to s. 20.055(5), F.S., the County shall and agrees to cooperate with an inspector general in any investigation, audit, inspection, review, or hearing involving or related to a contract, bid, proposal, and application or solicitation for a contract.

This Agreement may be extended for an additional period of time upon the mutual agreement of both parties in writing.

IN WITNESS WHEREOF, the parties have set their hands the day first above written.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

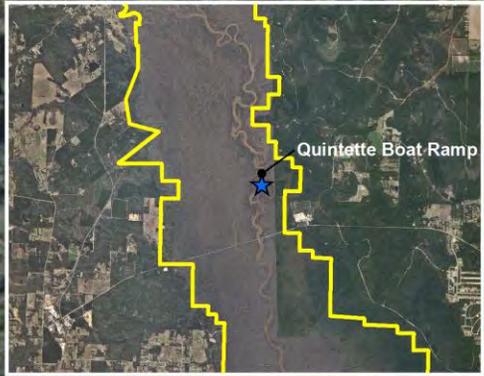
**ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

Exhibit A



- ★ Quintette Landing
- District Lands

Quintette Landing Access Staging and  
Landing Areas License Agreement  
Santa Rosa County, Florida  
Escambia River Water Management Area  
Section 20, Township 2 North, Range 30 West





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

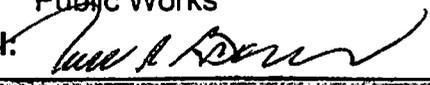
AI-10709 County Administrator's Report 13. 8.  
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/04/2016

Issue: License Agreement with the Northwest Florida Water Management District for the Scour Rehabilitation of County Road 184 (Quintette Road) Bridge

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

Organization: Public Works

CAO Approval: 

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**RECOMMENDATION:**

Recommendation Concerning a License Agreement with the Northwest Florida Water Management District for the Scour Rehabilitation of County Road 184 (Quintette Road) Bridge - Joy D. Blackmon, P.E. - Public Works Department Director

That the Board take the following action concerning a License Agreement between Escambia County and the Northwest Florida Water Management District (NFWFMD) for a planned improvement project for the Scour Rehabilitation of County Road (CR) 184 (Quintette Road) bridge over Escambia River (Bridge Number 480045):

A. Approve the License Agreement between Escambia County and NFWFMD for Access and Temporary Construction Workspace; Quintette Landing Boat Ramp, a planned improvement project for the Scour Rehabilitation of CR 184 (Quintette Road) bridge over Escambia River; and

B. Authorize the Chairman or Vice Chairman to execute the License Agreement, and all other documents related to the conveyance, subject to Legal review and sign-off, without further action of the Board.

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

**BACKGROUND:**

The rehabilitation plan will be implemented by Escambia County and is intended to protect the bridge located on County Road (CR) 184 (Quintette Road) - Bridge Number 480045 - from additional scouring. This project is Phase II, which will complete the planned rehabilitation scheduled for this bridge. Phase I rehabilitation was completed in late 2015. In order for the construction to commence for Phase II, the Board will need

to execute a License Agreement with NFWWMD, which will allow the contractor to utilize the existing Quintette Road Boat Ramp as a staging area. Without the Licensing Agreement, the projected costs for rehabilitation exceed the proposed budget by approximately 250%. NFWWMD's Governing Board has approved the License Agreement for Quintette Road Boat Ramp.

**BUDGETARY IMPACT:**

All costs associated with accepting and recording of documents will be paid by Escambia County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The License Agreement has not been approved as to form and legal sufficiency. Legal concerns will be addressed to the Board by the County Attorney during the meeting.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

License Agreement  
NFWWMD Approval

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10940**

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

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Service Fee Changes

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

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

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a Fee Resolution - Dr. John Lanza, MD, PhD, MPH, FAAP, State of Florida Department of Health, Escambia County Health Department

That the Board adopt the Resolution authorizing a revised fee schedule for services provided by the State of Florida Department of Health, Escambia County Health Department; providing for an effective date. The Escambia County Health Department periodically revises its schedule of fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

**BACKGROUND:**

Periodically the Escambia County Health Department revises its schedule of fees for services. The last revision of the fee schedule occurred on March 5, 2015.

**BUDGETARY IMPACT:**

The fee changes by the Escambia County Health Department are consistent with fees imposed by surrounding counties and will generate revenue to support operational expenses.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Section 154.01, Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations...The Department of Health shall enter into contracts with the several counties for the purposes of this part."

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

This Recommendation requires the approval of the recommended Resolution.

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**Attachments**

Resolution and Fee Schedule

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RESOLUTION NUMBER R2016-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING A REVISED FEE SCHEDULE FOR SERVICES PROVIDED BY THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into an agreement with the State of Florida, Department of Health for the provision of certain health services to Escambia County citizens; and

**WHEREAS**, the Department of Health has requested an increase in the cost of certain health related services provided pursuant to the parties' contract for the operation of Escambia County Health Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:**

**Section 1.** That the forgoing recitals are true and correct and incorporated herein by reference.

**Section 2.** That the Escambia County Health Department Fee Schedule, attached hereto and incorporated herein as Exhibit "A", as it relates to certain health related services pursuant to the parties' contract for the operation of the Escambia County Health Department, is hereby approved as presented.

**Section 3.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

\_\_\_\_\_  
**Deputy Clerk  
(seal)**

Approved as to form and legal sufficiency.

By/Title: Kellie J. ACA  
Date: 9/15/16

**Exhibit A**  
**FLORIDA DEPARTMENT OF HEALTH IN ESCAMBIA COUNTY**  
**FEE SCHEDULE FY 2016-2017**

Clinical Services, Medical Records, and Vital Statistics			
SERVICE DESCRIPTION	FEE		
Vital Statistics Birth and Death Records	\$11.00 Birth Certificate; \$10 per additional copy of birth certificate, if ordered with initial request. \$10.00 Death Certificate \$ 5.00 Notary Services - Birth Certificate Amendments \$ 3.00 Archival Envelope		
Record copy	\$0.15/page • No charge (first copy to client or provider for continuity of care)		
Vaccines for Children (VFC) Program (birth through 18 yrs of age)	No charge for children birth through 18 years of age. •Administration fee billed for Medicaid eligible children.		
Non-VFC Vaccines	Adult vaccines: current care fee plus cost of vaccine		
Clinical Services by Current Procedural Terminology (CPT) Code	Current Medicare Rate + 25% • If not covered by Medicare, current Medicaid Rate + 25%		
Laboratory Testing/X-ray	Cost of test plus current care fee		
Document Certified by MD	\$20.00		
HIV Test	\$20.00		
School Physical	\$40.00		
TB Skin Test Reading	\$10.00		
Congregate Meal Site Review	\$75.00		
Nutrition Staff In-Service	\$150.00		
Nutrition Counseling - Interagency	\$40.00		
Nutrition Counseling - Individual	\$50.00		
Public Health - Cluster/outbreak investigations - commercial enterprises and disputes between private parties on public health matters	Actual Cost		
Review and certification of emergency plans for home health agencies, nurse registries, hospice programs, and home medical equipment providers, Initial	\$50.00		
Review and certification of emergency plans, Annual Updates and/or revisions	\$35.00		
Environmental Health Permits and Inspections			
SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
<b>POOLS (Application Fee)</b>			
> 25,000 Gallons	\$250.00	\$168.00	\$418.00
≤ 25,000 Gallons	\$125.00	\$79.00	\$204.00
Exempted Pool (over 32 units)	\$50.00	\$53.00	\$103.00
<b>BODY PIERCING FACILITIES</b>			
Application Fee	\$150.00	\$0.00	\$150.00
<b>TANNING FACILITIES</b>			
Permit	\$150 + \$5 each additional device	\$105.00	Min \$255/Max \$315
Plan Review	\$0.00	\$27.00	\$27.00
Preliminary Inspection to License	\$0.00	\$27.00	\$27.00
<b>OSTDS (Septic Tanks)</b>			
New System Escambia CHD Fee State	\$350.00	\$200.00	\$550.00
Abandonment	\$50.00	\$50.00	\$100.00
Existing > 3 yrs. Old	\$85.00	\$150.00	\$235.00
Repair	\$300.00	\$50.00	\$350.00

Exhibit A  
**FLORIDA DEPARTMENT OF HEALTH IN ESCAMBIA COUNTY**  
**FEE SCHEDULE FY 2016-2017**

SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
<b>GROUP FACILITIES</b>			
Adult Family Care Homes	\$0.00	\$187.00	\$187.00
Assisted Living < 24	\$0.00	\$319.00	\$319.00
Assisted Living ≥ 24	\$0.00	\$345.00	\$345.00
Crisis Stabilization Unit < 24	\$0.00	\$319.00	\$319.00
Crisis Stabilization Unit ≥ 24	\$0.00	\$345.00	\$345.00
Intermediated Care Facilities for developmentally disabled	\$0.00	\$240.00	\$240.00
Mobile Home & Recreational Vehicle Park (preempted)	\$4/space	\$0.00	Min \$100/Max \$600
Other Residential Facilities	\$0.00	\$319.00	\$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities < 12	\$0.00	\$319.00	\$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities ≥ 12	\$0.00	\$345.00	\$345.00
Residential Group Care < 24	\$0.00	\$319.00	\$319.00
Residential Group Care ≥ 24	\$0.00	\$345.00	\$345.00
School Inspections	\$0.00	\$187.00	\$187.00
Transitional Living Facilities < 24	\$0.00	\$319.00	\$319.00
Transitional Living Facilities ≥ 24	\$0.00	\$349.00	\$349.00
<b>FOOD SERVICE FACILITIES</b>			
Alcohol Inspection Approval	\$30.00	\$50.00	\$80.00
Bars/Lounges	\$190.00	\$160.00	\$350.00
Civic/Fraternal	\$190.00	\$50.00	\$240.00
Jails/Prisons	\$250.00	\$160.00	\$410.00
Limited Food	\$110.00	\$97.00	\$207.00
Movie Theaters	\$190.00	\$150.00	\$340.00
Residential Facilities	\$135.00	\$160.00	\$295.00
School ≤ 9 Months	\$110.00	\$97.00	\$207.00
School > 9 Months	\$200.00	\$160.00	\$360.00
Other Food Service	\$190.00	\$160.00	\$350.00
<b>LATE PERMIT FEES</b>			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11007**

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

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Administrative Change Order #1 to the DLR Group Inc., PD 13-14.082, Purchase Order 151531

**From:** David Wheeler, Department Director

**Organization:** Facilities Management

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning Administrative Change Order #1 to the DLR Group, Inc., PD 13-14.082, PO 151531 for the Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility - David W. Wheeler, CFM, Facilities Management, Department Director

That the Board approve and authorize the County Administrator to execute the following Administrative Change Order #1 for a scope of service modification with no monetary change:

Department:	Facilities Management
Division:	DCAT
Type:	Administrative
Amount:	\$0
Vendor:	DLR Group, Inc.
Purchase Order:	151531
Change Order:	1
Original Award Amount:	\$3,999,280
Cumulative Amount of Change Orders Through This Change Order:	\$0
New Purchase Order Total:	\$3,999,280

[Funding Source: Fund 352, LOST III, Cost Center 290407, Object Code 56201, Project #14SH2728]

**BACKGROUND:**

The Board is in the process of purchasing the McDonald's property adjacent to the existing Main Jail for the public purpose of developing the site for Phase 1 and Phase 2 of the new Escambia County 1476-Bed Correctional Facility. This site was not included in the three original sites identified by the County for evaluation under the DLR Group's approved contract and scope of services. The DLR Group has agreed to this additional scope of services with NO increase to the August 20, 2015 Board approved contract in the amount of \$3,999,280.

**Eliminate sub-tasks 1.9, 1.10, 1.16 and 1.20 from Phase 1: Program Verification & Site Information:**

**Task I.9 Review Alternatives to Incarceration – Master Plan**

Escambia County has a very high incarceration rate. Recognizing that there are a number of components to the criminal justice system, this Task will examine current and potential alternatives to incarceration programs to reduce total in-custody jail capacity required over time as presented in the Master Plan Update. This information will be viewed in terms of cost/benefit analysis. Conclusions from the Master Plan Update will be used to build consensus target planning capacity levels by phase.

**Task 1.10 Review Master Plan Space Requirements**

The information generated in Tasks I.7 through I.9 above will be used to outline projected space requirements by functional component area. This will be done to a greater level of detail than presented in the Master Plan Update and establish an adjusted basis of total project area required by functional component area by phase.

**Task I.16 Preliminary Cost Estimate**

The initial Cost Model (Task I.14) will be updated to reflect evolving market conditions, and more defined project space requirements. An updated program level cost estimate will be generated for each of the Conceptual Design Options and Phasing, and included as part of the Concept Design Report.

**Task I.20 Facility Tours – 3 Facilities**

As an adjunct activity, a very valuable activity is for key stakeholders to tour existing correctional facilities that demonstrate national best practices and/or specific intended aspects for the proposed Project. In this Task, the DCP team staff will facilitate such tours and accompany key County stakeholders on these tours.

1.9 Review Alternatives to Incarceration - Master Plan - \$1,880

1.10 Review Master Plan - \$25,460

1.16 Cost Estimate - \$35,800

1.20 Facility Tours - 3 Facilities - \$12,180

The total amount of fees to be reallocated is \$75,320

**Addition of sub-tasks to Phase 1: Program Verification & Site Information:**

**Task 1.22 Project Restart & Data gathering**

Due to the duration of time incurred by the County's decision to not utilize the three original sites and the subsequent decision to purchase the 4th site (McDonald Property), the design team incurred additional design efforts as a result of this change in direction. These efforts include remobilization of the design team after an 8 month hold on services, creation of a new project schedule, and information gathering regarding the new site including surveying requirements.

#### **Task 1.23 Workshop 4 – Preparation and Program Adjustments**

Due to the selected new site it became necessary to hold another workshop with the Program Review Committee (PRC) and Escambia County Corrections Dept. This workshop held over a two day period included the presentation of updated schedules, site concepts as indicated in task 1.24, and presentation of the revised architectural space program. The program was adjusted to take into account minor revisions discussed in the workshop 3 and to make adjustments to building grossing factors impacted by a more urban (high-rise) solution. The urban impact is associated with requirements for additional egress stairs, additional shafts between floors, elevators and internal mechanical rooms.

#### **Task 1.24 Workshop 4 – New Site Concept Generation**

The design team developed new concepts for the 4th site (McDonald Property). In addition to the analysis of the new site, the BOCC has requested a portion of the site be provisioned for future commercial/retail development. Due to that property exclusion and the reduced site area as compared to the previous 3 sites, the proposed site utilization concept required a more urban approach to the solution. The urban solution will entail a multi-story building configuration and have portions of the building in close proximity to the existing jail and commercial property. Four site concepts were presented in Workshop 4. Note: site concept D was selected by the County as the preferred direction to proceed with into Phase 2 services.

1.22 Project Restart & Data Gathering - \$15,280

1.23 Workshop 4 – Preparation and Program Adjustments - \$25,430

1.24 Workshop 4 – New site Concept Generation- \$34,610

The total amount of fees reallocated are \$75,320

The reallocation of fees associated with Sub-tasks 1.9, 1.10, 1.16, 1.20 to the new tasks 1.22, 1.23 & 1.24 does not present any net change to fees associated with Task 1 or the overall contractual amount of fees for the project.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

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**Attachments**

DLR Group Letter

Exhibit A - Scope

Exhibit B - Schedule

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September 2, 2016

David Wheeler  
Director of Facilities  
Escambia County, Florida  
Facilities Management Department  
david\_wheeler@co.escambia.fl.usProject Name: DCP for the New Escambia County 1476-Bed Correctional Facility (PD 13-14.082)  
DLR Group Project No.: 36-15104-00**Re: Proposed Task 1 Fee Reallocation**

Dear David:

As you are aware, the Board of County Commissioners has decided to purchase the McDonald property adjacent to the existing jail for purposes of developing the site for phases 1 & 2 of the new jail. This new site was not included in the three original sites identified by the county for evaluation under our contracted scope of services.

The selection of a 4<sup>th</sup> site (McDonald property) represents additional scope added to our contracted services for Task 1. The design team has incurred additional expenses and expended time for project remobilization, evaluation of the new site, building program adjustments, and hosting an additional workshop.

We understand that the County does not wish to incur additional expenses and fees related to our contracted services, so in order to accomplish this objective, we are proposing to eliminate sub-tasks 1.9, 1.10, 1.16, 1.20 and reallocate the associated fees to the aforementioned additional services. The task description and associated fees for the reallocated tasks are shown below:

**Task 1.9 Review Alternatives to Incarceration – Master Plan**

*Escambia County has a very high incarceration rate. Recognizing that there are a number of components to the criminal justice system, this Task will examine current and potential alternatives to incarceration programs to reduce total in-custody jail capacity required over time as presented in the Master Plan Update. This information will be viewed in terms of cost/benefit analysis. Conclusions from the Master Plan Update will be used to build consensus target planning capacity levels by phase.*

**Task 1.10 Review Master Plan Space Requirements**

*The information generated in Tasks 1.7 through 1.9 above will be used to outline projected space requirements by functional component area. This will be done to a greater level of detail than presented in the Master Plan Update and establish an adjusted basis of total project area required by functional component area by phase.*

**Task 1.16 Preliminary Cost Estimate**

*The initial Cost Model (Task 1.14) will be updated to reflect evolving market conditions, and more defined project space requirements. An updated program level cost estimate will be generated for each of the Conceptual Design Options and Phasing, and included as part of the Concept Design Report.*

**Task 1.20 Facility Tours – 3 Facilities**

*As an adjunct activity, a very valuable activity is for key stakeholders to tour existing correctional facilities that demonstrate national best practices and/or specific intended aspects for the proposed Project. In this Task, the DCP team staff will facilitate such tours and accompany key County stakeholders on these tours.*

1.9	Review Alternatives to Incarceration - Master Plan	\$ 1,880
1.10	Review Master Plan	\$25,460
1.16	Cost Estimate	\$35,800
1.20	Facility Tours - 3 Facilities	\$12,180
<i>The total amount of the proposed reallocated fee is</i>		<i>\$75,320</i>

The additional tasks added to Task 1 services are as follows:

**Task 1.22 Project Restart & Data gathering**

*Due to the duration of time incurred by the County's decision to not utilize the three original sites and the subsequent decision to purchase the 4<sup>th</sup> site (McDonald Property), the design team incurred additional design efforts as a result of this change in direction. These efforts include remobilization of the design team after an 8 month hold on services, creation of a new project schedule, and information gathering regarding the new site including surveying requirements.*

**Task 1.23 Workshop 4 – Preparation and Program Adjustments**

*Due to the selected new site it became necessary to hold another workshop with the Program Review Committee (PRC) and Escambia County Corrections Dept. This workshop held over a two-day period included the presentation of updated schedules, site concepts as indicated in task 1.24, and presentation of the revised architectural space program. The program was adjusted to take into account minor revisions discussed in the workshop 3 and to make adjustments to building grossing factors impacted by a more urban (high-rise) solution. The urban impact is associated with requirements for additional egress stairs, additional shafts between floors, elevators and internal mechanical rooms.*

**Task 1.24 Workshop 4 – New Site Concept Generation**

*The design team developed new concepts for the 4<sup>th</sup> site (McDonald Property). In addition to the analysis of the new site, the BOCC has requested a portion of the site be provisioned for future commercial/retail development. Due to that property exclusion and the reduced site area as compared to the previous 3 sites, the proposed site utilization concept required a more urban approach to the solution. The urban solution will entail a multi-story building configuration and have portions of the building in close proximity to the existing jail and commercial property. Four site concepts were presented in Workshop 4. Note: site concept D was selected by the County as the preferred direction to proceed with into Phase 2 services.*

1.22	Project restart & Data gathering	\$15,280
1.23	Workshop 4 – Preparation and Program Adjustments	\$25,430
1.24	Workshop 4 – New site Concept Generation	\$34,610
<i>Total amount of additional tasks</i>		<i>\$75,320</i>

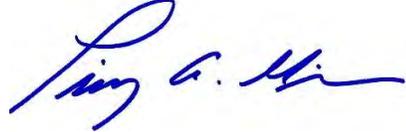
The reallocation of fees associated with Sub-tasks 1.9, 1.10, 1.16, 1.20 to the new tasks 1.22, 1.23 & 1.24 does not represent any net change to fees associated with Task 1 or the overall contractual amount of fees for the project.

I have attached a revised contract document Exhibit A indicating the removed tasks and additional tasks as outlined above. Please contact me if you require an additional information.

Mr. David Wheeler  
Sept. 2, 2016  
Page 3

Sincerely,

**DLR Group**



Timothy A. Gibson, AIA  
Principal, Project Manager

cc: Chip Simmons, Joe Haines, Project File

Encl. Exhibit A – Scope of Services (revised)

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Project Description:

The overall project consists of planning, design, and construction of a new jail of approximately 1500 rated beds of Inmate Housing with associated Facility Administration & Courtroom, Security Services, Program Services, Inmate Services, Medical Services, Food Services, Facility Maintenance, Mechanical/Electrical/Security, and Warehouse, consistent with the scope initially identified in the updated 2012 Escambia County Corrections Master Plan. The new jail, hereafter referred to as the **Project**, is to be delivered utilizing the Design-Build construction delivery method, per Florida Statute 287.055 to be accomplished through two phases. The first phase will be for a new freestanding facility of approximately 700 beds, with a second later phase to approximately 1500 beds.

The scope of work for the Design Criteria Professional (DCP) includes evaluation of three sites identified by the County to assist the site selection process. Once a site is selected, the project will include, but is not limited to, on-site utility distribution, including electrical service, sanitary, mechanical, security, fire protection, gas, water, telephone, and site lighting. Civil improvements related to the selected building site may include access roads, parking, drainage, storm water retention, utility infrastructure, landscaping, fencing, and future expansion consideration. The current estimated schedule for the total project development is 37 months.

### General Scope of Services:

As a major step in Project implementation, the Design Criteria Professional (DCP) shall prepare the Design Criteria Package to be used in the evaluation and selection of the successful Design-Build Entity (DBE) for the first phase of the overall project (approximately 700 beds). The Design Criteria Package shall be used as the basis of the selected Design-Build team to prepare final design and construction documents.

The project will be developed and designed in conformance with the approved Master Plan, or as revised with the approval of Escambia County Board and/or direction from the Public Safety Coordinating Council, appointed by Escambia County. The DCP shall work in close cooperation with the designated Project Manager and stakeholders. The DCP shall coordinate, interface with and exchange ideas and design materials with the identified Escambia County project team members, and its consultants, if any, throughout the development and design of the Project.

The Project shall be developed and designed to meet applicable codes, laws, regulations, and professional standards, consistent with the standard of care of a Design Criteria Professional with expertise in adult detention facility design. All plans, specifications, design calculations, site data, and cost estimates developed by the DCP shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the state of Florida. The selected Design-Build Entity will provide the Architect of Record and shall stamp/seal all final construction documents. The conceptual approach and Work Plan is illustrated on the graphic schedule incorporated at the end of this Work Plan and contains eight phases that align with those outlined in your Request for Proposals (RFP).

- Phase 0: Orientation/Organization/Management
- Phase I: Program Verification & Site Information
- Phase II: Program Finalization & Concept Design
- Phase III: Bridging Documents Draft Design-Build RFP
- Phase IV: Bridging Documents/Final Design-Build RFP
- Phase V: Design-Build Procurement - Team Selections
- Phase VI: Design - Build Delivery
- Phase VII: Transition & Activation

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Project Work Plan

We recognize that Escambia County has completed several studies over the past several years which can be used to inform the implementation process. Our Work Plan is predicated on using these documents as an initial basis for the DCP effort, especially related to the information developed about the in-custody population. While we will use these documents as a data source and current strategic thinking, we will validate the information via field visits and provide a fresh unbiased review of all the conclusions and recommendations contained in these documents. This “fresh set of eyes” approach will provide increased credibility for project scope to the County Administrator, Director of Corrections, and the Board of Commissioners.

### Phase 0: Orientation/Organization/Management

The purpose of this Phase is to effectively organize our efforts and integrate the County’s input to solidify the Project Work Plan and Schedule, and obtain agreement on the approach, methods, and work products of the Project. This stage will develop and utilize a highly interactive process between the DLR Group/Bay Design DCP team and the County – which is of crucial importance to the success of the project.

Phase 0 tasks include:

- 0.1 Project Initiation/Scoping
- 0.2 Project Organization & Management  
(includes detailed Work Plan)
- 0.3 Project Review Committee Meetings
- 0.4 Project Management Reporting
- 0.5 User Group Meetings/Workshops
- 0.6 Data Collection

Another important purpose of this task is to establish details of report timing, content, format, and scheduling and to coordinate meetings between the DLR Group/Bay Design DCP team and Escambia County for this Project. Collaterally, it is important to establish a good working relationship between key members of the Consultant Team and the Client. This relationship is essential to assure that initial direction is given, concerns are resolved, the Project is organized efficiently, and a sound basis is established for communication and confidence between the Consultant Team and the County. Critical to the success of the project is implementing an approach to consensus building at the outset of the project. As part of Task 0.3, we will establish a **Project Review Committee** of key stakeholders representing Escambia County that will guide the effort and participate in all phases of the project as part of our approach to consensus building.

The **Work Plan** outlined in the following pages is intended to identify an approach and methodology that meets all the criteria established in the Request for Technical Proposals. This task provides an opportunity for the County to refine the Scope and Work Plan where appropriate prior to the investment of any significant amount of time by the Consultant Team.

The discussion and adoption of the Work Plan/Schedule and work product descriptions will provide a clear definition of what will be done and a commitment between client and consultant to a quality effort consistent with the needs of the County. Workshop discussions will be held to discuss issues, present our approach and to agree upon strategy and direction for the Project.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task 0.1 Project Initiation**

The primary purpose of this task is to establish the philosophical and operational underpinnings of all work on the project. This will involve discussions and work sessions with the County's key stakeholders to outline a Mission Statement for the project, and to subsequently round this out with an understanding and description of the specific goals to be addressed in the project. This task will also be used to establish communication channels and protocols, as well as immediate initiatives in starting work on the Project.

### **Task 0.2 Project Organization & Management**

During this task, the scope of work, including work products and milestone dates for the entire project will be discussed in detail to ensure that the proposed work effort represents the range of information and results desired by the County. The scope and level of effort confirmed here will serve as the basis for a contract agreement to provide required services via development of a detailed **Work Plan**. Sample work products will be used to assist in determination of the levels of effort required. Based upon review and comment by the County and key stakeholders, a **Final Work Plan and Schedule** will be produced and distributed, establishing key presentation and meeting dates with a six month look ahead.

### **Task 0.3 Project Review Committee Meetings**

The DLR Group/Bay Design Project Manager and Core Team members will meet with key client/user group representatives and stakeholders (**Project Review Committee**) approximately once a month or as required to present its progress on the project and to solicit decisions/ required direction. An essential feature will be presentation of information to facilitate decisions by key client/core team personnel. Specific agendas and topics for each Project Review Committee Meeting will be established at the beginning of the Project, with a 6 month look ahead to allow Project Review Committee members to get those meetings set on their calendars.

### **Task 0.4 Project Management Reporting**

The DLR Group/Bay Design Project Manager and the Core Team members will coordinate with the County's designated Project Manager and other staff as required approximately every two weeks (in the intervals between Project Review Committee Meetings) to discuss progress, issues, and strategies. Items to be presented to the Project Review Committee will be vetted in this forum. This will typically be a face-to-face meeting and/or a conference call, depending upon project requirements.

### **Task 0.5 User Group Meetings/Workshops**

As required, a series of meetings with specific user group representatives to understand their needs in detail, elicit their participation in the proposed solutions, and demonstrate results within the project scope limitations will be conducted. Specific workshops with agency representatives will likely include clarification of the detail of facility operations; detailed review on population projections, characteristics; security & control systems; and sustainable design, maintenance issues from an Agency perspective.

### **Task 0.6 Data Collection**

All applicable available information pertaining to the Project will be collected and a **Project Library** established at Bay Design Associates Office. Essential information will be scanned and distributed to DCP Team members. This task will also include initial activities, data collection related to the investigation of the three sites identified by the County for evaluation.

**Fee Summary for Phase 0:**

**\$ 210,270** including expenses

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Phase I: Program Verification & Site Information**

The purpose of Phase I is to start with available information and to validate those assumptions and decisions with a “fresh set of eyes.” This phase will also investigate potential sites and provide information to assist determination of the best site for the proposed facility. Assumptions and findings of the previous Master Plan and Master Plan Updates will be reviewed- particularly in terms of projected in-custody population projections and capacity requirements by classification.

Once the basic assumptions are established and a site determined, the effort will begin to determine space requirements by functional component and to examine various site development concepts. These will be presented to the Project Review Committee for review and direction.

Phase I Tasks include:

- I.1 Housing Studies
- I.2 Site Orientation Studies (3 sites)
- I.3 Site Evaluation (3 sites)
- I.4 Site Master Plan – Preliminary (3 sites)
- I.5 Site Concept Design – Preliminary (3 sites)
- I.6 Sustainable Design Analysis - Preliminary
- I.7 Review In-Custody Inmate Population Projections
- I.8 Inmate Classification Distribution – Review Master Plan
- I.9 Review Alternatives to Incarceration – Master Plan
- I.10 Review Master Plan Space Requirements
- I.11 Conceptual Development Options
- I.12 Workshop 1 - Mission, Goals, Objectives/Housing
- I.13 Workshop 2 – Inmate Programs/Support Services
- I.14 Develop Preliminary Cost Model
- I.15 Prepare Draft Program & Concept Design Report (2 Phases)
- I.16 Cost Estimate (2 Phases)
- I.17 Develop Phasing Schedule
- I.18 Presentation to the County Board – Site Recommendation
- I.19 Milestone Review – Executive Team
- I.20 Facility Tours – 3 Facilities
- I.21 Workshop 3 Phased Design Planning

### **Task I.1 Housing Studies**

Housing unit areas represent at least 50% of total project area and staffing/construction cost of a project, so it is imperative to have housing units that are space efficient while meeting operational objectives. A series of housing unit configurations by security level will be examined and presented to the Project Review Committee. These will be presented graphically to encourage staffing discussions as well as to determine what type of housing units most fit the way in which the Department of Corrections wants the facility to operate by classification of inmate.

### **Task I.2 Site Orientation Studies**

We will work with the County Commissioners and staff to gather information and requirements for the three potential sites to be investigated. [Southern Prestress, Superfund, North of Superfund]. At the same time, the DCP Team will conduct a workshop to define evaluation criteria to be considered in investigating those sites and providing information for decision making. Existing information available from outside sources will be compiled as part of the Team Library in Bay Design’s Office.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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**Task I.3 Site Evaluation Analysis (3 sites)** An on-site field investigation of each site will be conducted to collect key information related to the evaluation criteria including utilities and preliminary soil conditions. The elements to be examined in the evaluation of the three sites will be customized for Escambia County through discussions with key stakeholders. A summary of the information compiled and evaluated will be presented to the Project Review Committee to document the findings, impacts of implementing the proposed project on the various sites. This will be presented in graphic and narrative form, providing the County with the information needed to select their preferred site. [See Task I.18 following for the Presentation to the County Board]

### **Task I.4 Site Master Plan- Preliminary**

The three sites under consideration by the County need to be examined in terms of their capability to accommodate the full project in the long term. The first step is looking at the basic site area, configuration, and characteristics to determine buildable area and how the proposed project would be oriented on the site. Access points and general location of building elements for each site will be studied to generate an overall plan for phased development. A site characteristics (opportunities and constraints) sketch will be done for each site.

### **Task I.5 Site Concept Design - Preliminary**

Based on the information in Task I.4, preliminary conceptual site utilization and building massing will be developed for each site, showing general building configuration, massing, access points, and on site circulation. This will be illustrated in blocking and stacking diagrams of the major functional component areas; this will show the degree of horizontal/vertical site utilization required.

### **Task I.6 Sustainable Design Analysis - Preliminary**

There is a responsibility to incorporate sustainable design concepts in public sector projects, particularly with secure detention and correctional facilities that consume large amounts of water, power, and energy in order to maintain them around the clock. This Task will bring that expertise to the table to explore ways to incorporate sustainable design elements in the project that have potential cost/benefit for plant operations and environmental quality. These elements will be considered in the development of conceptual design options.

### **Task 1.7 Review In-Custody Inmate Population Projections**

In this Task, available information and conclusions that formed the basis of the Master Plan Update will be reviewed for consistency and direction with the evolving conditions in Escambia County. One aspect of the Master Plan Update to be examined is the projected in-custody inmate population over time, since it is the prime determinant to the total bed capacity required.

### **Task I.8 Inmate Classification Distribution – Review Master Plan**

There is a significant cost variation between maximum and minimum custody housing units. It is important to determine how many beds are required for males/females; security level, general and special needs housing – particularly for mental health clients in the system. This Task will review the current/proposed inmate classification system and what the current/projected bedspace needs are by classification as documented in the Master Plan Update to ensure that the proposed facility will have the appropriate capabilities and flexibility to house the anticipated in-custody population.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### ~~Task 1.9 — Review Alternatives to Incarceration — Master Plan~~

~~Escambia County has a very high incarceration rate. Recognizing that there are a number of components to the criminal justice system, this Task will examine current and potential alternatives to incarceration programs to reduce total in-custody jail capacity required over time as presented in the Master Plan Update. This information will be viewed in terms of cost/benefit analysis. Conclusions from the Master Plan Update will be used to build consensus target planning capacity levels by phase.~~

### ~~Task 1.10 — Review Master Plan Space Requirements~~

~~The information generated in Tasks 1.7 through 1.9 above will be used to outline projected space requirements by functional component area. This will be done to a greater level of detail than presented in the Master Plan Update and establish an adjusted basis of total project area required by functional component area by phase.~~

### **Task 1.11 Conceptual Development Options**

From our perspective, we approach projects “from the inside out.” What this highlights is that we use an “operationally-based” approach to design. For this, we need to completely understand the intended operational construct – what population the facility is intended to serve, how the facility is intended to operate, and what it is intended to accomplish in terms of program objectives. This task will document all facets of required daily activities and the preferred way to “doing business.” Based on the information generated above, conceptual design options will be developed for consideration by the Project Review Committee.

The conceptual design options will look at overall building configuration, site footprint, and site development aspects in addition to the internal configuration and massing of the Project. The conceptual design options will be illustrated graphically with essential information for each scheme in terms of responsiveness to meeting operational intent.

### **Task 1.12 Workshop 1: Mission, Goals, Objectives/ Housing**

The DLR Group/Bay Design team believes in operationally-based planning and design – that the physical solution needs to reflect and support the operational intent of the facility. To this end, a series of workshops will be held to examine historical operations, national best practices for consideration, and developing the planned operational intent for this facility. The objective of this Task is to document all facets of intended facility operation, thereby generating an overall Operational Plan for the use of the proposed facility. Workshop 1 will be conducted to discuss overall mission, goals, and objectives, as well as housing unit operation.

### **Task 1.13 Workshop 2: Inmate Programs/Support Services**

As outlined above, Workshop 2 will be conducted to discuss all non-housing areas, including inmate programs, services and support functions. Information and feedback generated here will be used to refine functional component area characteristics and preliminary space requirements.

### **Task 1.14 Develop Preliminary Cost Model**

An essential element for the Project is establishing and maintaining an ongoing estimate of the likely project construction cost. In this Task, key DCP Team leaders will work with the County and Rider Levett Bucknell, our experienced cost estimators, to develop a mathematical cost model that can be used and refined for the duration of the Project. Cost parameters will be developed for each of the various functional component areas in the project and updated regularly.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task I.15 Draft Program & Concept Design Report (2 Phases)**

Based on the Program/Operational Workshops, an initial draft facility program will be developed, with information about the intended operation of each functional component area and preliminary spaces required by component to meet the operational intent for the two project phases. For example, the means of food service preparation, the menu, and the number of hot versus cold meals will all impact the amount and type of space required. This Task will also integrate the operational and physical requirement of applicable Standards (e.g. Florida Model Jail Standards) and Code Requirements. American Correctional Association (ACA) Standards will be incorporated if Escambia County wants those followed to improve future accreditation capability.

A draft Program and Concept Design Report will be prepared, with essential information presented to the Project Review Committee in graphic and summary narrative form, as part of an extended workshop to solicit input and direction. The objective here is to document the underpinnings of the Project and initial ideas, concepts being explored towards a solution in order to allow the Project Review Committee to endorse a basic approach for each of the two phases.

### ~~Task I.16 Preliminary Cost Estimate~~

~~The initial Cost Model (Task I.14) will be updated to reflect evolving market conditions, and more defined project space requirements. An updated program level cost estimate will be generated for each of the Conceptual Design Options and Phasing, and included as part of the Concept Design Report.~~

### **Task I.17 Develop Phasing Schedule**

Development of an overall implementation schedule for the entire project (by phase) predicated on the draft program and concepts.

### **Task I.18 Presentation to the County Board – Site Recommendation**

After the required information and evaluation of each site is completed and vetted with the Project Review Committee, a summary presentation will be made to the County Board, indicating the pros and cons of each site considered. Fatal flaws, if any, will also be documented. From a technical perspective, a preferred site will be recommended.

### **Task I.19 Milestone Review – Executive Team**

Once the Project Review Committee has had an opportunity to review the Draft Program & Concept Design Report, a follow-up presentation will be made of salient points, and discussion of any questions or issues of concern to the Project Review Committee and key stakeholders.

### ~~Task I.20 Facility Tours – 3 Facilities~~

~~As an adjunct activity, a very valuable activity is for key stakeholders to tour existing correctional facilities that demonstrate national best practices and/or specific intended aspects for the proposed Project. In this Task, the DCP team staff will facilitate such tours and accompany key County stakeholders on these tours.~~

### **Task I.21 Workshop 3 Phased Design Planning**

For the selected site, a workshop will be conducted for review of all project elements and what the proposed phasing would be. This will establish the scope of work of what is in each phase. For example, the full area required for a food service area may be included in Phase 1, but not all the equipment would be installed for the ultimate facility size.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task 1.22 Project Restart & Data gathering**

Due to the duration of time incurred by the County's decision to not utilize the three original sites and the subsequent decision to purchase the 4<sup>th</sup> site (McDonald Property), the design team incurred additional design efforts as a result of this change in direction. These efforts include remobilization of the design team after an 8 month hold on services, creation of a new project schedule, and information gathering regarding the new site including surveying requirements.

### **Task 1.23 Workshop 4 – Preparation and Program Adjustments**

Due to the selected new site it became necessary to hold another workshop with the Program Review Committee (PRC) and Escambia County Corrections Dept. This workshop held over a two-day period included the presentation of updated schedules, site concepts as indicated in task 1.24, and presentation of the revised architectural space program. The program was adjusted to take into account minor revisions discussed in the workshop 3 and to make adjustments to building grossing factors impacted by a more urban (high-rise) solution. The urban impact is associated with requirements for additional egress stairs, additional shafts between floors, elevators and internal mechanical rooms.

### **Task 1.24 Workshop 4 – New Site Concept Generation**

The design team developed new concepts for the 4<sup>th</sup> site (McDonald Property). In addition to the analysis of the new site, the BOCC has requested a portion of the site be provisioned for future commercial/retail development. Due to that property exclusion and the reduced site area as compared to the previous 3 sites, the proposed site utilization concept required a more urban approach to the solution. The urban solution will entail a multi-story building configuration and have portions of the building in close proximity to the existing jail and commercial property. Four site concepts were presented in Workshop 4. Note: site concept D was selected by the County as the preferred direction to proceed with into Phase 2 services.

**Fee Summary for Phase I:**

**\$ 589,960** including expenses

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Phase II: Program Finalization & Concept Design

The purpose of Phase II is to continue the prior phase effort, refining basic site development and building concepts and beginning to integrate technical considerations for the various systems that need to go into the Project.

Phase II Tasks include:

- II.1 Review Preliminary Soils Report - Selected Site
- II.2 Evaluation for Selected Site
- II.3 Electrical Systems Study
- II.4 Mechanical Systems Study
- II.5 Structural Systems Study
- II.6 Detention/Security Systems Workshop
- II.7 Draft Integrated Security Plan
- II.8 Refine Facility Program (2 Phases)
- II.9 Develop Architectural Character/ Massing/Sections
- II.10 Building Materials Descriptions
- II.11 Refine Floor Plans/Large Scale Illustrations
- II.12 Design Narratives
- II.13 3D Models/Sight Line Study
- II.14 Prepare Schematic Design – Phase I
- II.15 Concept Design – Phase 2
- II.16 Finalize Facility Program
- II.17 Detailed Schematic Design Estimate (Phase I)
- II.18 Interim Review
- II.19 Milestone Presentation – Executive Team

#### Task II.1 Review Preliminary Soils Report – Selected Site

Prior to on site geotechnical work proceeding, the DCP Team will share site development concepts with the selected consultant to focus their efforts in appropriate locations. Initial findings from the geotechnical site survey will be reviewed to inform foundation and structural design parameters. [Note: Geotechnical investigations are a separate County contracted service].

#### Task II.2 Evaluation of Selected Site

This Task develops more information on site boundaries and conditions, in conjunction with the preliminary Soils Report information. Preliminary site plans will be generated to indicate buildable areas, access points and the like. [Note: The Site Boundary and Topography Survey work is a separate County contracted service]. Based upon the site selection process, studies of different ways to develop the facility on the selected site will be considered considering access, on site circulation and parking and building massing, configuration. These will be presented graphically to determine major site constraints and design requirements.

#### ***Engineering Systems Studies***

Based upon the basic concept for the Project, a series of system engineering studies will be performed to start matching system design concepts to the evolving building concept and configuration. Another focus will be on determining primary points of service to the site and investigating the availability of sufficient primary utility services and costs. Part of this effort will include determination of whether or not sufficient available primary utility capacity exists for future expansion beyond the initial target planning capacity.

The focus here is an early determination of the likely primary utility services design and distribution concepts for the Project.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task II.3 Electrical System Study**

The first of the Engineering System Studies will be Electrical Systems, including current electric service capability to handle the projected service loads.

### **Task II.4 Mechanical System Study**

The second Engineering System Study will be Mechanical Systems, which includes Heating, Ventilating, Air Conditioning, Plumbing, and Fire Sprinklers, with a key element determining the optimal energy source for heating/ cooling.

### **Task II.5 Structural System Study**

The third Engineering System Study will be Structural Systems, with a key element the type of framing system to utilize in the main building areas and housing units. Also, investigating use of modular cell units as part of the overall proposed structural design criteria.

### **Task II.6 Detention/ Security Systems Workshop**

Another major consideration in this Phase is development of an Integrated Security Plan for the Project. A multi-day workshop will be conducted to review all aspects of communication, control, safety, and security systems as a basis to reinforce the operational intent for the Project with definition of the systems that will provide the technical means to accomplish that goal effectively. This will also provide the first look at anticipated staffing levels.

### **Task II.7 Draft Integrated Security Plan**

The information and findings of the Detention/Security Systems Workshop will be assimilated and documented in a draft Integrated Security Plan that will be a companion piece to the overall Operations Plan. At this point, the format will still be as conceptual narratives, but sufficient to guide further development consistent with intended operation.

### **Task II.8 Refine Facility Program – (2 Phases)**

Prior program and operational workshops focused on blocks of functional component space. In this Task, the DLR Group/Bay Design Team will get into more detail on design requirements for specific spaces for the Phase I Project. Based upon the design plans at this point, this will include the first substantive discussions on required posts and staffing. Decisions and direction from the Project Review Committee in recent prior activities will also be incorporated as modifications as required. The Facility Program as this point defines all the spaces required in the Phase I Project and assumed net to gross area ratios in draft form. The Facility Program for Phase II will also be refined from an operational and space required perspective, but not have detailed space by space design criteria added.

### **Task II.9 Develop Architectural Character/ Massing/ Sections**

The neighborhood and area context of the proposed site will be studied to generate architectural character studies in terms of what the building massing and exterior will look like – in terms of fitting into the surroundings. The balance to be struck here is to look attractive as a public building, but not overly expensive. At this point in the process, there is a pretty good idea of how large the project elements for Phase I are, and what footprint they will likely occupy on the selected site.

### **Task II.10 Building Materials Descriptions**

The various material studies performed in this Phase will be assembled as descriptions of proposed building systems and materials to be utilized in the project. Material assessment will take in to consideration ease of maintenance, durability, and initial costs vs. long-term costs.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task II.11 Refine Floor Plans/ Large Scale Illustrations**

The overall concept plan showing blocks of space allocated for each functional component area will be refined to start showing individual spaces within those blocks of space. The challenge here is to provide a good physical solution for each component area that fits within the targeted space allocation. As this work proceeds, “over the shoulder” reviews with user group representatives will be provided to maintain knowledge of and feedback on the various areas as they evolve into more detail. Complex areas (e.g. control rooms, intake/transfer/release) will be developed using larger scale plans so user groups can understand the proposed configuration and flows. Further, the building will be studied in cross section to verify likely building mass.

### **Task II.12 Design Narratives**

This Task begins to build the logic behind the evolving design solution from an architectural perspective and adds narrative information by discipline for the approach for site development, engineering systems, and integrated security plan. This information will be carried forward to the final Design-Build Package for Phase I as a means to convey to the potential Design-Build Entities (DBEs) the rationale for what is required in the Project and why. The collateral information for Phase II will also be documented.

### **Task II.13 3D Models/ Sight Lines Study**

As the basic floor plans are developed in more detail, a series of three dimensional illustrations will be generated so that the County and Department of Corrections can visualize the direction being taken and confirm that it will meet their needs. The focus here is on the sight lines from control rooms, particularly for housing unit control stations.

### **Task II.14 Prepare Schematic Design – Phase I**

The information generated in the preceding Tasks will be compiled into a Schematic Design Report and submitted to the Project Review Committee. Utilizing single line drawings and sketch plans as required, this submission will document the basic concepts and approaches to be used as design progresses further.

### **Task II.15 Concept Design – Phase II**

As more detail is developed for the Phase I Project, a collateral effort will be refining the location and configuration of the future expansion areas in Phase II. These will be presented to the Project Review Committee to document future project scope and to convey to the DBE where expansion is likely to occur.

### **Task II.16 Finalize Facility Program**

As the schematic design evolves for Phase I, it will be worked back and forth with the program space requirements and identifying specific space design criteria in conjunction with the user group representatives, as operational environments are defined physically. Any impacts on Phase II will also be documented.

### **Task II.17 Detailed Schematic Estimate (Phase I)**

Based upon the evolving level of information, the projected schedule and estimate of probable construction cost will be updated. At this point, the cost estimating will start to refine contingencies and other soft costs as specific line items.

### **Task II.18 Interim Review**

As the work progresses, a presentation will be made of salient points, and discussion of any questions, issues of concern to the Project Review Committee and key stakeholders.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Task II.19 Milestone Presentation

Once the Project Review Committee has had an opportunity to review the Schematic Design Report, a follow-up presentation of salient points will be made, along with discussion of any questions, issues of concern to the Project Review Committee and key stakeholders.

**Fee Summary for Phase II:**            **\$ 646,900** including expenses

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Phase III: Bridging Documents/ Draft Design-Build RFQ

The purpose of Phase III is to continue the prior Phase work, refining the basic site development concept and beginning to integrate technical considerations for the various systems and other disciplines that need to go into the project. The objective in this Phase is to deal with all aspects of the Project, outlining the basic strategies for the evolving solution. This will produce a first full draft of the entire Bridging Document package. The general organization of the Bridging Documents will consist of a series of volumes:

- ❑ Volume 1: Existing Conditions  
Primarily site conditions and information
- ❑ Volume 2: Basis of Design
  - 2A Design Narratives – overall and by discipline
  - 2B Facility Program/Room Data Sheets
  - 2C Drawings
  - 2E Performance/Prescriptive Specifications
  - 2E Site Utilization (during construction)

Phase III Tasks include:

- III.1 Review Final Geotechnical Report
- III.2 Site Topographic, Boundary Survey, & Geotechnical Subsurface Investigations (NIC)
- III.3 Electrical Systems Advancement
- III.4 Mechanical Systems Advancement
- III.5 Structural Systems Advancement
- III.6 Evaluate Prescriptive vs. Performance Criteria
- III.7 Outline Specifications
- III.8 Site Plan Concepts/Utilities
- III.9 Refine Program & Room Data Sheets
- III.10 Security Systems Workshop
- III.11 Detention/Electronic Security Drawings
- III.12 Refine Floor Plans/Enlarged Plans/Wall Sections
- III.13 Design-Build Building Package Development
- III.14 Review Specifications Development
- III.15 Best Value Team Work Session
- III.16 Confirm Scope vs. SD Cost Estimate
- III.17 Design Narrative Finalization
- III.18 Define Alternate Scenarios
- III.19 Draft Bridging Documents – Phase I
- III.20 Prepare Draft D-B RFQ
- III.21 Define Sustainability Goals
- III.22 Interior Design
- III.23 Building Envelope
- III.24 Milestone Review – Executive Team

#### Task III.1 Review Final Geotechnical Report

A summary of information in the final Geotechnical Report will be incorporated in the Existing Conditions Report; the full body of the Geotechnical Report will be incorporated as an Appendix. Pertinent information will also be included in the structural design narrative as it impacts design requirements.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task III.2 Site Topographic, Boundary Survey & Geotechnical Subsurface Investigations**

Final base drawings of existing conditions – boundaries, topography, pertinent site elements – will be provided to the DCP team by the county. These will form the base documents for site development scope of work.

[Note: The Site Boundary, Topography Survey, and geotechnical subsurface investigation work would be a separate County contracted service].

### **Task III.3 Electrical System Advancement**

This Task provides calculations, basic design, and outline specifications for the electrical engineering systems consistent with the decisions on prescriptive vs. performance decisions for the project.

### **Task III.4 Mechanical System Advancement**

This Task provides calculations, basic design, and outline specifications for the mechanical engineering systems consistent with the decisions on prescriptive vs. performance decisions for the project.

### **Task III.5 Structural System Advancement**

This Task provides calculations, basic design, and outline specifications for the structural engineering systems consistent with the decisions on prescriptive vs. performance decisions for the project, and incorporating the impacts from the Final Geotechnical Report.

### **Task III.6 Evaluate Prescriptive vs. Performance Criteria**

A major decision comes at this point if determining what project elements need to be prescriptive versus those that can be defined with performance criteria. A working session will be conducted with all disciplines of the DCP Team to work out the best method to convey the required information to the DBEs. One working assumption is that the electronic security and control systems will be carefully defined.

### **Task III.7 Outline Specifications**

As the design narratives by discipline are updated, the companion effort will be development of outline specifications in standard format. The level of information in the specification sections will be related to whether or not they are performance based or more prescriptive in nature.

### **Task III.8 Site Plan Concepts & Utilities**

Based upon the approved design scheme, a general site development plan will be prepared showing access points, on site circulation, parking areas, service areas, and building footprint. Another drawing will show primary utility points of access and how they could be routed on site. If off site work is required to access primary utility connections, it will be so documented.

### **Task III.9 Refine Program & Room Data Sheets**

Reiterating the importance of operationally-based planning and design, the proposed operational plan will be updated to incorporate the intended operation of each functional component area of the facility. It is essential to know how the facility is intended to operate in detail, not only for the evolving basic design strategy, but also for potential DBEs to understand what the objectives are in terms of an effective design solution. Projected staffing requirements for uniformed and civilian personnel will also be compiled at this stage.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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Component level information will be refined to reflect the Final Operational Plan, then space design criteria will be developed for each required space. This will convey required area, number of spaces, security requirements, utility and communication elements, special features, and wall/ceiling finishes. Working sessions with key personnel will be used to review and edit all the room data sheets.

*[Note: Owner purchased FF&E items will be defined as general descriptions in room data sheets. Based on the information contained in the room data sheets, a detailed FF&E package will be prepared by the DBE team.]*

### **Task III.10 Security Systems Workshop**

Because of the absolute importance of the various elements for command, control, communications, and life safety, a workshop will be conducted to update all information.

### **Task III.11 Detention/Electronic Security Drawings**

Drawings indicating security envelope separations throughout the project, the location of cameras and other devices will be prepared to clearly define these project requirements. This is a critical system that needs to be prescriptive in terms of minimum requirements.

### **Task III.12 Refine Floor Plans/Enlarged Plans/ Wall Sections**

This Task will also examine potential building envelope and interior design elements to define minimum requirements for exterior wall performance and interior construction required for security envelopes around functional component areas. This will also relate back to the studies on exterior massing and architectural character to fit into the neighborhood.

### **Task III.13 Design-Build Building Package Development**

This Task will compile all of the various elements of the Design-Build Package together, with executive summaries and indexes in draft form. Copies will be distributed to the project team to review and check for completeness. A peer review team will provide another source of review capability.

### **Task III.14 Review Specifications Development**

This Task will focus on the specifications of the Design-Build Package. Copies will be distributed to the project team to review and check for completeness. A peer review team will provide another source of review capability.

### **Task III.15 Best Value Team Work Session**

As the full draft D-B Package is assembled, this is an opportune time to step back and perform a best value analysis. A working session of all disciplines on the DCP Team and County stakeholders will be conducted to ensure the best value approaches are being incorporated in the Project. This effort will include investigation of ideas and options for all disciplines, with a particular focus on sustainable design/ conservation measures and environmental impacts. For example, consideration of a waste water recovery system in the Laundry.

### **Task III.16 Confirm Scope vs. SD Cost Estimate**

As more detail is developed now and best value analysis performed, the projected schedule and estimated cost of construction will be updated. Project soft cost line items will also be updated. At this point in time, the projected staffing requirements will be developed in concert with the Department of Corrections and anticipated operational costs will be compiled, based on the anticipated engineering design solutions. This Task will provide a report for formal review and approval by the Project Review Committee.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task III.17 Design Narrative Finalization**

In this Task, a final draft of the design narrative will be produced, outlining the operational objectives, conceptual design proves, and basis of design applicable to the Project. This will include design narratives for site development, architecture, security electronics, detention equipment, and all engineering disciplines.

### **Task III.18 Define Alternate Scenarios**

At this stage, there will still be some potential alternatives to consider in terms of systems, sustainable design elements, and other features/upgrades that may not fit within the established budget. Typically, these will be developed as “Add Alternates” that DBE teams will price, allowing the Owner to pick specific additional items based upon total budget results and/or desired added value.

### **Task III.19 Draft Bridging Documents – Phase I**

This Task will compile all of the various elements of the Design-Build Package for Phase I together, with executive summaries and indexes in final draft form. Copies will be distributed to the Project Review Committee to review and comment on the total document.

### **Task III.20 Prepare Draft Design-Build RFQ**

As the D-B package is evolving into near final form, the DLR Group/Bay Design team will work with the Project Review Committee to draft a Request for Qualifications package for interested Design Build Entities (DBEs). Working sessions will be conducted with key County stakeholders to define appropriate submission requirements and evaluation criteria. The DCP Team will contribute the project description and basic scope of work information, and assist in finalizing the RFQ for issuance by the County.

### **Task III.21 Define Sustainability Goals**

In the public sector, integration of sustainable design elements in projects is an important consideration, whether required or not. This Task will define cost effective “green building” elements and processes that are beneficial to be met in the Project.

### **Task III.22 Interior Design**

The draft Bridging Documents will be reviewed to ensure that interior design requirements are clearly stated, in terms of establishing a good work environment, durable finishes, and in delineating security envelopes and their construction.

### **Task III.23 Building Envelope**

Similarly, the draft Bridging Documents will be reviewed to ensure that design requirements are clearly stated for the overall building envelope, including clear definition of where secure construction is required.

### **Task III.24 Milestone Presentation**

Similarly, a comprehensive review with key stakeholders will be used to vet the contents of the Draft Bridging Documents – allowing sufficient time over several days to look at all the elements required. This effort will be followed with a summary presentation to the Project Review Committee, along with any outstanding issues that need to be addressed.

**Fee Summary for Phase III:**                    **\$ 739,880** including expenses

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Phase IV: Bridging Documents/ Final Design-Build RFP**

The purpose of Phase IV is to utilize the results of the detailed review processes in Phase III in an action plan to finalize all elements of draft Design Build Bridging Documents. This Phase will also include assistance in the DBE selection process in terms short-listing qualified teams, and issuing the Request for Proposals to those pre-qualified shortlisted teams.

Phase IV tasks include:

- IV.1 Incorporate Review Comments
- IV.2 Revise D-B Technical RFP
- IV.3 Proposal and Contract Requirements
- IV.4 Confirm Allowances
- IV.5 Estimate of Probable Cost
- IV.6 Confirm D-B Schedule
- IV.7 Utility Service Confirmations from Local Providers
- IV.8 Performance & Prescriptive Specifications
- IV.9 Issue RFQ to D-B Teams
- IV.10 Drawings Refinements
- IV.11 Quality Control Review
- IV.12 Finalize Bridging Documents
- IV.13 Milestone Review

#### **Task IV.1 Incorporate Review Comments**

This Task incorporates review comments from the peer review, internal reviews, and Project Review Committee to finalize the technical design and construction requirements for the Project. The DCP Team Project Manager will work from the Action Plan developed in group meetings to “check off” the required additions and/or modifications as they are completed.

#### **Task IV.2 Revise D-B Technical RFP**

As the D-B package is being assembled into its final form, the DLR Group/Bay Design team will work with the Project Review Committee to finalize a Request for Proposals package for short-listed Design Build Entities (DBEs). Working sessions will be conducted with key stakeholders to define appropriate submission requirements and evaluation criteria in finalizing the RFP for issuance by the County. The DCP Team will provide sample evaluation criteria used in similar situations to assist Escambia County in forging the evaluation criteria they want to use.

#### **Task IV.3 Proposal and Contract Requirements**

In this Task, the DCP Team will work with County Purchasing and Facilities Management, other Agencies as required, to define the “front end” sections defining the selection process, evaluation criteria, bond requirements, form of contract, financial stability information and the like that will go into the Request for Proposals (RFP). The DLR Group/Bay Design team will provide sample front end documents and provisions for consideration in this effort.

#### **Task IV.4 Confirm Allowances**

Some scope items in the project may be incorporated as Allowances. For example, an Allowance may be put in for food service and laundry equipment to be provided in the Project to eliminate potential disparity in pricing in DBE proposals. Typically, Allowances are developed to round out project soft costs as well – for Furniture, Fixtures, and Equipment (FF&E), Information Technology and the like. This Task will focus on reviewing all the Allowance items for accuracy.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task IV.5 Estimate of Probable Cost**

One last review of the estimate of probable cost, now based on the dates established for selection, and after review of the projected bidding climate and market conditions.

### **Task IV.6 Confirm D-B Schedule**

One last review of the projected schedule, now based on the dates established for selection and updated estimate of probable cost, after confirmation of the desired target completion dates by the County.

### **Task IV.7 Utility Service Confirmations from Local Providers**

The DCP Team will review and confirm local utility supplier connections and requirements so that information is clearly stated to the DBE firms. Identify responsibilities for impact fees and utility connection fees.

### **Task IV.8 Performance & Prescriptive Specifications**

Based on reviews and comments, the Final Specifications will be compiled, incorporating performance or prescriptive requirements as dictated by the level of information required.

### **Task IV.9 Issue RFQ to D-B Teams**

In this Task, the DLR Group/Bay Design team will assist Escambia County in issuing the Request for Qualifications (RFQ) to interested parties by identifying the opportunity to known firms with expertise and in preparing actual release information.

### **Task IV.10 Drawing Refinements**

Final drawings establishing design requirements and an acceptable solution will be completed; large scale plans and diagrams will be used to convey project intent, particularly in terms of each type of housing unit. Building configuration and functional relationships will be shown in the floor plans, elevations, and sections.

### **Task IV.11 Quality Control Review**

The entire Bridging Document Package (narratives, drawings, specifications) will be reviewed for content and proper grammar, clarity of drawings and specifications. This will also be a check on eliminating conflicting information.

### **Task IV.12 Finalize Bridging Documents**

The final D-B Bridging Documents will be compiled and the indexes and appendices reviewed.

### **Task IV.13 Milestone Review**

As all of this information is brought together, a Project Review Committee meeting will be held to present the final Bridging Document Package and to review the final schedule & estimate of probable cost. Discussion will also focus on the detailed schedule and expectations for the upcoming selection process.

**Fee Summary for Phase IV:**      **\$ 327,370** including expenses

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Phase V: Design-Build Procurement**

The purpose of Phase V is to assist the County in presenting the project requirements to the proposing DBEs and to provide technical assistance in the selection process and onboarding the successful team.

Phase V tasks include:

- V.1 RFQ Evaluation/Short List D-B Teams
- V.2 Issue RFP
- V.3 Pre-Proposal Meeting
- V.4 Requests for Clarifications Review
- V.5 Requests for Substitution Review/Response
- V.6 Supplemental Drawings & Addenda
- V.7 D-B Teams Submit Proposals
- V.8 Multi-Discipline Technical Reviews for Compliance
- V.9 Prepare Requests for Technical Clarifications
- V.10 Detailed Review/Verification of Cost Proposals
- V.11 RFP Proposal Review w/County Workshop
- V.12 Participate in Proposal Presentation Interviews
- V.13 Assist in Interview Evaluations
- V.14 Assist County in Award/ Issuance of NTP
- V.15 Document the Selection Process

#### **Task V.1 RFQ Evaluation/Short List Three D-B Teams**

The DLR Group/Bay Design Team will assist the County in evaluation of the RFQ submissions, and providing information and advice in the selection of the short list of a maximum of three firms to receive the Request for Proposals (RFP). The DCP Team will provide documentation of the process and results for the record.

#### **Task V.2 Issue RFP**

The DLR Group/Bay Design Team will assist the County in notification to the short-listed teams and in issuing the Request for Proposals (RFP), ensuring that a complete package is issued to each.

#### **Task V.3 Pre-Proposal Meeting**

After the RFP is issued, the DCP Team will be active participants in the Pre-Proposal Meeting with the short-listed DBE Teams. This will include a general presentation of the design approach, key issues, expectations for the DBE Proposals, and evaluation criteria. Generic questions will also be addressed and documented on the record.

#### **Task V.4 Requests for Clarifications Review**

Some technical issues may arise requiring more clarification. The DCP Team will carefully investigate each and provide technical guidance and answers as required.

#### **Task V.5 Requests for Substitution Review/ Response**

The DBE may make requests for substitutions, requiring a determination on acceptability. The DCP Team will carefully investigate each and provide technical guidance and answers as required.

#### **Task V.6 Supplemental Drawings & Addenda**

If an issue or question is identified that potentially impacts all DBE proposers, supplemental drawings and/or Addenda will be issued expeditiously as required.

# Exhibit A - Escambia County Jail Design Criteria Professional Scope of Design Criteria Professional (DCP) Services

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## **Task V.7 D-B Teams Submit Proposals**

The DCP Team will assist the County in receiving RFP responses, checking each package for general compliance with submission requirements.

## **Task V.8 Multi-Discipline Technical Review for Compliance**

When the DBE Proposals are received, the various disciplines on the DCP Team will be engaged to ascertain whether or not each proposal conforms to the required criteria. If there are minor questions, clarifications will be solicited from the proposer(s) – in Task V.9.

## **Task V.9 Prepare Requests for Technical Clarification (of DBE Proposals)**

During the technical review process by the DCP Team issues, missing/incomplete information, or lack of clarity in a DBE Proposal will be identified and follow-up requests for technical clarification will be drafted for the County to send to the effected DBE team.

## **Task V.10 Detailed Review/Verification of Cost Proposals**

As a companion effort to Task V.09 above, this Task will delve into the price proposals for each team. Rider Levett Bucknell will lead this effort, with participation of DCP Team leaders providing their insight in terms of the feasibility of means and methods of construction and general costs by system.

## **Task V.11 RFP Proposal Review with County Workshop**

A collective work session with stakeholders and the DCP Team leaders will be conducted to discuss the technical evaluations and findings with the designated Selection Committee. This workshop is important for Selection Committee members to understand how well each proposing team did in terms of technical compliance. This discussion will also include follow-up information gathered from the request for technical clarification above.

## **Task V.12 Participate in Proposal Presentation Interviews**

The DLR Group/Bay Design team will provide experienced assistance and support to the Selection Committee in preparing for, conducting, and recording oral presentations by the respective DBE teams. It is assumed that the DCP Team will not be a voting member of the Selection Committee – but rather provide close in technical analysis and other review support.

## **Task V.13 Participate in Interview Evaluations**

As a follow-up to V.12 above, the DLR Group/Bay Design team will provide assistance and support to the Selection Committee members for any questions they may have in terms of technical aspects of the project.

## **Task V.14 Assist County in Award/ Issuance of NTP**

The DCP team will provide technical assistance in drafting a Notice of Award and issuing a Notice to Proceed to the successful DBE Team.

## **Task V.15 Document the Selection Process**

The DLR Group/Bay Design Team will document the entire RFQ, RFP, and Selection Process for the record.

**Fee Summary for Phase V:**                    **\$ 434,100** including expenses

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Phase VI: Design-Build Delivery

The purpose of Phase VI is to provide continuing direct involvement in the Project representing the County's prime interest in getting the level of quality and quantities required in the Bridging Documents. During the Final Design Phase the DCP Team will provide technical assistance as required to promote a cost effective and appropriate final design solution that meets operational objectives. During the construction phase the DCP Team will continue to provide technical assistance and staff augmentation as required to carry the project forward successfully, resolving technical issues impartially.

Phase VI tasks include:

- VI.1 Attend Monthly AOC Meeting Reviews (24 meetings)
- VI.2 Periodic Review of Construction Document Development (2)
- VI.3 Provide Supplemental Information/Review Requests for Substitutions
- VI.4 Participate in Agency Reviews
- VI.5 Owner Direct Purchase Assistance
- VI.6 Review Pay Applications
- VI.7 Review Submittals
- VI.8 Field Observations - Full Time Field Representative [24 months]
- VI.9 RFI and Clarification Responses
- VI.10 Review Change Order Requests
- VI.11 Weekly Field Reports
- VI.12 Photography (by On-Site Rep.)
- VI.13 Punch List Reviews
- VI.14 Substantial Completion Review
- VI.15 Final Completion Review
- VI.16 Review Close-Out Documents

#### **Task VI.1 Attend Monthly AOC Meeting Reviews (24 meetings)**

The DLR Group/Bay Design team will participate in monthly meetings of the Architect/Owner/Contractor to provide an objective voice in maintaining the County's interests and interpretations of the design and construction requirements to be met.

#### **Task VI.2 Periodic Review of Construction Document Development (2 Reviews)**

As the selected DBE goes through the Final Design phase, the DCP Team will schedule periodic meetings to provide an on board review of the work as it progresses. This "hands on" approach will identify issues earlier than they would otherwise surface and allow the DCP Team to work in concert with the DBE to generate solutions as required.

#### **Task VI.3 Provide Supplemental Information/Review Requests for Substitutions**

The DCP Team will maintain a formal process of documenting Requests for Information (RFIs) and Substitutions (RFSs) that come in, the recommended response, and the rationale for taking that position. These will be handled expeditiously so as to not delay progress on the Project.

#### **Task VI.4 Participate in Agency Reviews**

The DCP Team will assist early scheduling and will participate in meetings with agencies having jurisdiction during to ensure clarity of what is required of the final design architect and when it needs to be submitted. As required, the DCP Team will also attend review meetings to assist interpretations of scope requirements.

# Exhibit A - Escambia County Jail Design Criteria Professional Scope of Design Criteria Professional (DCP) Services

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## **Task VI.5 Owner Direct Purchase Assistance**

For items that the County may purchase directly on the project, The DLR Group/Bay Design team will provide technical assistance for defining requirements and acquisition, using the forms and process already established by Escambia County.

## **Task VI.6 Review Pay Applications**

The DLR Group/Bay Design project management team will participate in regular meetings, discussions, and monitor all activity on the project in order to accurately assess the percent completion of work during final design and construction. DBE applications for payment will be reviewed, with the DCP project manager's indication of the actual percent completion of work at that point.

## **Task VI.7 Submittal Reviews**

The DCP Team will also review all formal submittals to the County on the Project, primarily to evaluate technical adequacy and make recommendations to the County in terms of acceptance or modification required.

## **Task VI.8 Field Observations - Full Time Field Representative [20 months construction]**

Full time on site representation will be provided to facilitate the progress of the work and to expedite identification, resolution or issues as they arise.

## **Task VI.9 RFI and Clarification Responses**

During the final Design Phase and in the later Construction Phase, the DCP Team will formally record, review, and make recommendations (with supporting reasons) to the County in terms of responses to supplemental Requests for Information (RFI's) and Requests for Clarifications. The DCP Team will continue to ensure that the operational intent and design & construction requirements are properly addressed in the Project.

## **Task VI.10 Review Change Order Requests**

Requested change orders will be formally logged in, reviewed, and recommendations made to the County in terms of action. A key element here is review of proposed cost revisions for appropriateness.

## **Task VI.11 Weekly Field Reports**

While the DBE will be responsible for documenting meeting minutes, the DCP Team will issue a weekly field report reporting our observations on progress and issues on the Project.

## **Task VI.12 Photography (by On-Site Representative)**

Project progress and conditions will be recorded through on-going photography as the work progresses.

## **Task VI.13 Punch List Reviews**

The DCP Team project management personnel will review the proposed Punch List for Project Completion to ensure that it is comprehensive and accurate.

## **Task VI.13 Substantial Completion Review**

A major milestone is the contractor reaching the point of substantial completion. The DLR Group/Bay Design project management personnel will participate in documenting this level of completion.

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### **Task VI.14 Final Completion Review**

The DLR Group/Bay Design project management personnel will participate in documenting this level of completion through reviewing acceptable completion of punch list items, and whether or not all systems are up and running as specified.

### **Task VI.15 Review Close-Out Documents**

DLR Group/Bay Design project management personnel will review the final close out documents to ensure that everything is covered and properly documented, including compilation of all user O&M manuals and warranties.

**Fee Summary for Phase VI:**            **\$ 925,100** including expenses

# Exhibit A - Escambia County Jail Design Criteria Professional

## Scope of Design Criteria Professional (DCP) Services

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### Phase VII: Transition & Activation

The purpose of Phase VII is to assist the County's Department of Correction in transition planning and activation of the new facility. The anticipated scope for this phase is primarily providing technical advice and assistance, with the exception of hands on involvement in Security and Control System training.

*[At the County's request, technical performance of transition planning (e.g. policy and procedure manuals) and/or commissioning services can be provided by the DLR Group/Bay Design team. These "full services" are not currently included in the Work Plan.]*

Phase VII tasks include:

- VII.1 Assist Owner in Transition Activities
- VII.2 Assist Owner in Training of Security Systems
- VII.3 Assist Owner in Activation Planning
- VII.4 Assist Owner in Policy & Procedures - Operations
- VII.5 Testing/Commissioning Assistance – Security Systems

#### Task VII.1 Assist Owner in Transition Activities

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for an effective Transition process. This Task will need to start relatively early, since the best practice is to have at least key members on the Department of Corrections transition team participate throughout the design criteria documents as well as final design & construction.

#### Task VII.2 Assist Owner in Training of Security Systems

As one of the most important elements in facility operation, the DLR Group/Bay Design team will be active participants with R&N Consultants in the explanation, demonstration, testing, and training of all communication, control, security, and life safety systems.

#### Task VII.3 Assist Owner in Activation Planning

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for activation of the Project. The technical support here is to assist facility maintenance personnel to check all operating systems, devices, and equipment to see if they are all in proper operating order to meet their design requirements. Another aspect is to ensure that all User Manuals and Warrantees are provided by the DBE.

#### Task VII.4 Assist Owner in Policy & Procedures – Operations

The DCP Team will provide examples from their experience on prior projects in terms of the steps and resources needed for day to day operation of a contemporary secure facility. The technical support here is to assist facility executive and supervisory personnel in defining all operational Policies & Procedures. The DCP Team will provide sample documents, advice, and organizational assistance.

#### Task VII.5 Testing/Commissioning Assistance – Security Systems

Typically, Counties contract separately for MEP system and envelope commissioning services; and if necessary, for sustainable design credits for a LEED or Green Globe rating. Given the importance the design and operation of security and control systems, the DCP Team will provide on-site technical support in getting the security, control, communication, and life safety systems up and operating.

**Fee Summary for Phase VII:**

**\$ 125,700** including expenses





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-10954

County Administrator's Report 10. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/22/2016

Issue: Approval to Issue Fiscal Year 2016 - 2017 Purchase Orders in Excess of \$50,000

From: Shawn Fletcher, IT Director

Organization: Information Technology

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000 for the Information Technology Department - Shawn P. Fletcher, Information Technology Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department.

**BACKGROUND:**

The Information Technology Department has purchase orders that over the course of a fiscal year may exceed \$50,000. The issuance of these purchase orders during October 2016 is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funding is available in the specified cost center(s) for each purchase order.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will coordinate with the Office of Purchasing on the issuance of these purchase orders.

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**Attachments**

IT 2016 Excess \$50,000 Purchase Orders

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<b>Vendor #</b>	<b>Vendors</b>	<b>Contract Numbers</b>	<b>Amounts</b>
010763	Accela Public Staff, Professional Services, and Legislative Management Fund: 001 – Cost Center 270102	Maintenance contract for enterprise system bid under PD 05-06.047	\$100,000
193560	Caliber (Formally known as : SmartCop, Inc DBA (CTS America) Jail Management System Fund: 001 – Cost Center 270102	Maintenance contract for Software and Support for the Jail Inmate Records Management System	\$80,000.00
034901	Cox Communications Internet Services, PRI Services Fund: 001 – Cost Center 270103 Fund: 113 – Cost Center 110503		\$75,000
040517	Dell Marketing Computers, Laptops & Misc. Computers Items Fund: 001 – Cost Center 270102 Fund: 113 – Cost Center 110503	PD 14-15.063 FL. State Contract #43211500-WSCA-15- ACS	\$200,000
150525	PC Specialists Inc DBA Technology Integration Group (TIG) Maintenance Renewal, switches, routers, VOIP equipment, and professional services Fund: 001 – Cost Center 270103 Fund: 113 – Cost Center 110503	Florida State Contract #43220000-WSCA-14- ACS	\$250,000
051291	Environmental Systems Research Institute Geographical Information Systems Software Support and Maintenance Fund: 001 - 270103 Fund: 113 - 110503	GIS System Software and Maintenance for ESRI products.	\$80,000
111135	Kronos Incorporated Hardware, Maintenance and Software Support Fund: 001 – Cost Center 270102	Software and Hardware Maintenance for Timekeeping System.	\$65,000
193696	SHI Volume Licensing Agreement W/Microsoft Corp Fund: 001 – Cost Center 270102	State of Florida Contract # 43230000-15-02	\$400,000
193781	Southern Light Internet Services Fund: 001 – Cost Center 270103 Fund: 113 - Cost Center 110503	PD 14-15.099	\$300,000



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10924**

**County Administrator's Report 10. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Contract Award for Professional Services to Provide Title V and NSPS Compliance Services for the Perdido Landfill

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Contract Award for Professional Services for Title V and NSPS Compliance Services for the Perdido Landfill - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, per the terms and conditions of PD 15-16.075, Professional Services for Title V and NSPS Compliance Services for the Perdido Landfill, for a lump sum of \$195,390 for a two-year term of professional services.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

**BACKGROUND:**

EPA's Title V Clean Air Act Amendment Regulations 40 CFR 60, 61, 63 along with EPA's Greenhouse Gas Reporting Program (GHGRP) 40 CFR Part 98, and FDEP Rule(s) 62-4, 62-204, 62-210, 62-213, 62-296, 62-297 all require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. An estimated 1500 Professional Service man hours are required for this compliance effort for the next two years. Scope of work includes but not limited to: Title V Air Operation Permit Renewal, Monthly Data Analysis, Semiannual Reports, Annual Title V Statement of Compliance, Annual Operating Report and Emission Estimate, Greenhouse Gas Reporting and Landfill Gas System Phasing Plan.

Requests for Letters of Interest, PD 15-16.075, Professional Services for Title V and NSPS Compliance Services for the Perdido Landfill, was publicly noticed in the Pensacola News Journal on Tuesday, July 05, 2016. Twenty one firms were notified on July 5, 2016. Responses were received from three firms on Wednesday, July 20, 2016. Discussions were held with three firms on Tuesday, August 02, 2016. The selection committee ranked the firms in the following order:

1. Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers
2. Jones Edmunds & Associates, Inc.
3. Geosyntec Consultants, Inc.

Negotiations were held with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, on Tuesday, August 16, 2016 and Friday, August 19, 2016 resulting with a final negotiated total fee of \$195,390 for a two (2) year term of professional services.

**BUDGETARY IMPACT:**

Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects will be used for this project.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FI 1999, Chapter 46, Finance, Article II Purchases and Contracts.

EPA's Title V Clean Air Act Amendment Regulations 40 CFR 60, 61, 63 along with EPA's Greenhouse Gas Reporting Program (GHGRP) 40 CFR Part 98, and FDEP Rule(s) 62-4, 62-204, 62-210, 62-213, 62-296, 62-297 all require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. An estimated 1500 Professional Service man hours are required for this compliance effort for the next two years. Scope of work includes but not limited to: Title V Air Operation Permit Renewal, Monthly Data Analysis, Semiannual Reports, Annual Title V Statement of Compliance, Annual Operating Report and Emission Estimate, Greenhouse Gas Reporting and Landfill Gas System Phasing Plan.

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professional services.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

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**Attachments**

Agreement with Exhibits

Applicable Regulations

Greenhouse Gas Reporting Program Implementation

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**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers)**

**PD 15-16.075 Professional Services to Provide Title V and NSPS Compliance  
Services to the Perdido Landfill**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 22<sup>nd</sup>. day of September, 2016, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), a for-profit corporation authorized to transact business in the State of Florida, whose address is 3900 Kilroy Airport Way, Long Beach, CA 90806, and whose Federal tax identification number is 54-0913440 (hereinafter referred to as the "Consultant").

### **ARTICLE I** **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers) 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 Brent Schneider, Engineering & Environmental Manager, Solid Waste Services. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services to provide Title V and NSPS Compliance Services for the Perdido Landfill.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 15-16 in the amount of One hundred ninety five thousand three hundred ninety dollars, \$195,390 for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

**ARTICLE 3**  
**SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 15-16.075, Professional Services to Provide Title V and NSPS Compliance Services for the Perdido Landfill, and as represented in the Consultant's Letter of Interest response to PD 15-16.075, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$N/A.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

**ARTICLE 4**  
**TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

**ARTICLE 5**  
**COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One hundred ninety five thousand three hundred ninety dollars, \$195,390. Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- (c) Payments and Notices to the Consultant shall be made to:

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers)  
3900 Kilroy Airport Way  
Long Beach, CA 90806

- (d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

Brent Schneider  
Engineering & Environmental Manager  
Solid Waste Services  
13009 Beulah Road  
Cantonment, FL 32533

Jack R. Brown  
County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

**ARTICLE 6**  
**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

**ARTICLE 7**  
**COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

## 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

## **ARTICLE 9** **GENERAL PROVISIONS**

### 9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

## 9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

## 9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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).

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**  
**Office of the County Administrator**  
**221 Palafox Place, Suite 420**  
**Pensacola, Florida 32502**  
**(850) 595-4947**

9.4 **NO CONTINGENT FEES:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 **SUBCONTRACTORS:** The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 **HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:**

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Eddie H. Wehmeier, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), signing by and through its Vice President, Carlo Lebron, duly authorized to execute same.

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: September 22, 2016

CONSULTANT:  
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), a Virginia Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Carlo Lebron, P.E., Vice President

Date: \_\_\_\_\_

**SCS ENGINEERS**

File No. 090307216  
August 26, 2016

**ELECTRONIC SUBMITTAL**

Mr. Eddie H. Wehmeier  
Purchasing Specialist  
Escambia County  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place, 2<sup>nd</sup> Floor,  
Pensacola, FL 32502

Subject:        Scope of Work  
                  Professional Services to Provide Title V Compliance Services  
                  for the Perdido Landfill  
                  Solicitation Identification Number PD 15-16.075

Dear Mr. Wehmeier:

By reviewing the information package provided for the above solicitation and our understanding of the existing project, SCS has identified and prepared the following project tasks. The scope of work presented in this document will be undertaken for the duration of the contract with Escambia County, which is expected to last for two years beginning in October 2016 and ending in September 2018.

**PROJECT APPROACH**

SCS understands the complexity of this project and recognizes the interdependency of the landfill-gas-to-energy facility, landfill operations, and Title V regulatory compliance. The following provides SCS's technical approach to supporting Escambia County (County) in daily achievement of maximizing gas flow and quality to the LFGTE, minimizing impact to ongoing landfilling operations, and operating the Gas Collection and Control System (GCCS) to achieve these goals while maintaining the operational and reporting requirements of Title V-NSPS.

**Task 1 – Title V Permit Renewal Application**

SCS will prepare and submit the application to the Florida Department of Environmental Protection (FDEP) for renewal of the Title V Air Operation Permit (No. 0330246-008-AV) for the Perdido Landfill due May 20, 2018. SCS will perform the following work:

- Prepare the permit application forms in the FDEP - Electronic Permit Submittal and Processing System (EPSAP);



- Prepare emission calculations for the criteria pollutants emitted at the site. This includes nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO), particulate matter (PM), sulfur oxides (SO<sub>x</sub>), volatile organic compounds (VOC), and hazardous air pollutants (HAP). Emission calculations will be prepared for all current and future emission units based on the operating capacity and fuel throughput or process rate of each unit that is provided by the County;
- Update, as necessary, the figures and attachments required for the application including new flare drawings and manufacturer information;
- Prepare a brief application summary to explain the basis for the information presented on the forms; and
- While SCS does not expect that FDEP will have substantial comments or questions on the application, recently it has been our experience that the FDEP air division sets up at least one (1) meeting to discuss the application or request additional information. SCS has budgeted for a conference call and minor responses to informal requests for additional information. SCS will stand behind our work as indicated within this Task and, at our own cost, will provide responses to FDEP comments on the permit application package, if received, at no additional cost to the County provided no requests from FDEP require additional work that was not anticipated or discussed at the preapplication meeting

SCS will prepare the draft application packet produced from EPSAP and deliver via e-mail to the County for review along with SCS' back up calculations. SCS will, upon receipt of your comments, finalize the application and submit to FDEP via the EPSAP program. Following submittal SCS will provide the County with the required information to approve the application electronically.

Following receipt of the draft permits, SCS will review the permit and provide comments as needed to FDEP following a discussion with the County regarding responses.

### **Task 2 – Start-up, Shutdown, and Malfunction Plan Update**

The Start-up, Shutdown, and Malfunction Plan (SSMP) is currently in use by the County to establish procedures for recording start-up, shutdown, and malfunctions of the GCCS and documenting the GCCS has remained in compliance. SCS will review and evaluate the current SSMP and revise and update the SSMP to correspond with the current FDEP-imposed requirements and SSM reporting form. We will update the reporting form so that it remains specific to the County operations so as to provide an accurate and meaningful plan with appropriate contingency procedures.

### **Task 3 – Monthly Data Review**

Federal and state regulations require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. To handle this myriad of data, SCS developed and will continue to utilize on this project, the SCS DataServices module. The module, currently implemented at over 500 sites across the country – including Escambia, is a user-friendly, secure, web-based database that facilitates capture and utilization of wellfield monitoring data. Following collection, the data is available for wellfield, compliance, and document management.

Because landfills are dynamic, knowing how the LFG system changes over time is important for maximizing collection efficiency and operation. The SCS DataServices module includes trend analysis, anomaly investigation, mapping, and reporting. Each well, or series of wells, can be pre-programmed for trigger points using user-specified conditions, or standard regulation parameters. User customized reports are also generated to meet regulatory requirements and user needs.

Using these SCS DataServices tools, SCS will review the GCCS data collected by the County's technician or contracted O&M consultant to ensure compliance with the operational requirements of the NSPS, and Standard Operating Procedures (SOP) and operational metrics established for the facility. Wellfield exceedances will be tracked to assure appropriate corrective actions are implemented within 5 days, and follow up readings for wellfield exceedance corrections are documented within 15 days. If compliance cannot be achieved within these timeframes, alternate procedures or alternate timelines for wellfield repairs and/or system expansions will be suggested for submittal to FDEP. Monthly wellfield review meetings will be held via web-conferencing to review with the County and GCCS operations personnel the status and conditions of the GCCS. This will provide open communication for project stakeholders, and a review/preview of landfill, LFGTE, and GCCS activities.

SCS will look for trends that could indicate potential problems with the system or a need to change the way in which the wellfield is operated. This proactive review is consistent with our understanding of the County's desire to regularly look at the GCCS operations from an engineering perspective to avoid potential future compliance issues. SCS will review the readings with wellfield O&M personnel and contact County personnel about any remedial or other follow-up activities that may be needed. Recommendations will be provided via telephone calls or e-mail. Review of the data and coordination between the engineers and O&M field personnel is intended to minimize the occurrence of deviations that would otherwise need to be reported in the semi-annual NSPS reports and can result in compliance enforcement actions.

SCS will compile weekly control device operation data based on information provided by the County. SCS will prepare a spreadsheet that will be updated monthly and provided to the County as part of the monthly data review email and project review conference call.

#### **Task 4 - FDEP Coordination and Correspondence**

At times, the County may request that SCS prepare correspondence for submittal to FDEP, such as requests for alternate procedures or alternate timelines for wellfield repairs or expansions. This may also include requests for operating variances and responses to requests for additional information (RAI).

#### **Task 5 - Semiannual NSPS and SSM Reports**

SCS will prepare the semi-annual reports required by 40 CFR 60.757(f) and the site's Title V permit. The semi-annual reports will include the following information:

- Value and length of time for exceedances of applicable monitoring parameters.
- Documentation of GCCS maintenance, remediation, and system expansion to meet the Title V 5/15/120 day regulatory correction of wellfield exceedances.
- A summary of FDEP requests and responses as relates to the GCCS operations for the reporting period.
- Description and duration of periods when the control device was not operating for a period exceeding one hour and the length of time the control device was not operating.
- List of periods when the collection system was not operating in excess of five days.
- Description and duration of periods when the gas stream was diverted from the control device through a bypass line, and/or to the LFGTE plant.
- The location of each exceedance of the 500 parts per million (ppm) surface emission criteria, and documented in the quarterly surface emissions monitoring reports provided by the County's technician or contracted O&M consultant.
- If the landfill gas collection system is expanded, a diagram of the collection system showing the wells and collectors, including the areas excluded from collection and the areas into which the system will be expanded in the future.

#### **Wellhead Monitoring Data**

Exceedances of the regulatory criteria for wellhead pressure, oxygen concentration, and wellhead temperature will be listed and explained, if necessary. This portion of the report will be based on the monthly landfill gas collection and control system (GCCS) monitoring and data obtained by the County's technicians.

### **Control Device Operation**

SCS will examine records of control device operation and summarize downtime for the GCCS per 40 CFR 60.757(f)(3) and (4). If applicable to the site, SCS will address any times when LFG is diverted from the flare to the LFG-fired engines. The report will also state that the blower/flare station is not configured to allow diversion of the gas stream to the atmosphere. We will also review site records to confirm that there were no occasions when the flare was offline while the blowers were in operation.

### **Surface Emissions Monitoring**

SCS will summarize the results of the surface emissions monitoring conducted during the semiannual period. If exceedances of the 500 ppm of methane surface emission criteria were measured, SCS will provide a description of the remedial actions undertaken by the County and the results of the rechecks.

### **GCCS Expansion**

If applicable, SCS will provide a description of any GCCS expansions constructed during each semiannual period. SCS will include an updated site plan for the GCCS in the report. The site plan will be signed and sealed by a Florida Professional Engineer.

### **Report Submittal**

These reports will be prepared for submittal by the following dates:

- First Semi-Annual Report: July 30 following reporting period
- Second Semi-Annual Report: January 30 following reporting period

SCS will provide one draft copy of the NSPS/SSM report for the County's review, seven (7) days prior to final submittal date. Upon receipt of your comments, SCS will submit three copies of the NSPS/SSM semiannual reports: one for submittal to the Florida Department of Environmental Protection (FDEP) and two for the County's files. The reports will be signed and sealed by a Florida Professional Engineer. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

### **Task 6 – Annual Title V Statement of Compliance**

SCS will review the site's Title V permit and prepare a statement of compliance that documents the compliance status for the various permit conditions. We will prepare this report based on our knowledge of site operations, discussions with County personnel, and a review of records that we will request from the County. SCS will review the operational data and provide a summary of deviations, if any, from the applicable requirements and summarize steps that were or will be taken to regain compliance.

SCS will provide one draft copy of the Title V statement for the County's review no later than February 1<sup>st</sup> of the reporting period, which is four weeks before the March 1<sup>st</sup> annual submittal date. Upon receipt of County comments, SCS will finalize the statement and submit to FDEP and U.S. Environmental Protection Agency (EPA) Region 4. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

### **Task 7 – Annual Operating Report and Emission Estimate**

SCS will prepare the annual operating report (AOR) and emission fee statement, which are described below:

- Annual operating report. This includes the reporting of emission unit actual operating information for the past year and a calculation of the annual emissions of criteria air pollutants.
- Emission Fee Statement. SCS will provide documentation for the County's payment of fees based on the level of actual air emissions in the reporting calendar year that are calculated in the eAOR.

### **Annual Operating Report and Title V Emission Fee**

For the AOR, SCS will obtain from County information relevant to the operation of the emission units listed in the Title V permit. Air emission factors will be obtained from past reports, site permits, or the U.S. EPA's *Compilation of Air Pollutant Emission Factors*, commonly known as AP-42. Using this information, SCS will calculate the estimated actual emissions from the permitted emission units and supply this information in the required report form. All information will be entered into the FDEP eAOR software program as required.

SCS will provide one draft copy of the AOR for the County's review no later than March 1<sup>st</sup> of the reporting year. Receipt of comments and submittal of the eAOR by March 15<sup>th</sup> will generate the Title V Emission Fee invoice, and allow 2 weeks for the County to process payment of the applicable fees by the April 1<sup>st</sup> deadline. Upon receipt of the County's comments, SCS will finalize the eAOR and submit the applicable documents electronically for County's Responsible Official electronic signature and submittal to FDEP. We will also submit the report in electronic format via e-mail in Adobe Acrobat format; and upload the document to the project site's SCS Data Services portal.

### **Task 8 – Visible Emissions Testing**

SCS will coordinate with the County and the LFGTE plant to ensure that FDEP is notified of testing at least 15 days prior to testing and also to coordinate test results submittal within 45 days after testing. SCS will conduct visible emissions testing of the flare in accordance with the site's Title V permit and U.S. EPA Method 22 and recent U.S. EPA determinations. SCS personnel will complete the necessary forms and document observations of opacity. We will also include

records of the gas concentrations at the inlet of the flare and flow that are displayed at the flare control panel during the visible emissions testing period.

### **Task 9 – Greenhouse Gas Reporting**

SCS will provide the applicable GHG reporting with the following tasks:

#### Data Compilation

- Review and compile waste disposal data for Perdido Landfill from January through December of the reporting year.
- Review and compile engine use data for stationary engines onsite from January through December of the reporting year.

#### Data Calculations and Reporting

- Enter data into EPA GHG calculation spreadsheets or into the SCS-generated GHG calculation spreadsheets.
- Enter data into EPA's electronic reporting system (e-GGRT).

#### Summary Report

- Generate summary report for the County's records, which includes data and backup calculations.

### **Task 10 – GCCS Annual Phasing Plan**

SCS will prepare an annual five year GCCS phasing plan to address integration of current and projected landfilling operations with GCCS operational issues and recommendations for system repairs, modifications, upgrades, etc. The annually updated plan will also be coordinated with any major GCCS system expansion construction scope. The County will provide SCS with current fill sequencing plans and the GCCS sequencing plans will be incorporated into those drawings.

### **Task 11 – On-Call Landfill Gas Consulting Services**

SCS will provide on-call engineering assistance that is not specifically addressed under other work assignments under this task. Work that may be performed can include:

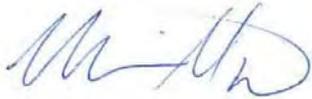
- Flare Station design, upgrades, and permitting
- GCCS Expansion design
- Landfill Gas Technician O&M training

Mr. Eddie H.  
Wehmeier August 26,  
2016  
Page 8

- LFG gas samplings and analysis
- GCCS operational evaluations, consulting with the County on leachate dewatering of vertical extraction wells, troubleshooting vacuum and gas quality issues. (over and above Task 1-Monthly Data Reviews)
- Other LFG related design, operational, and permitting services as requested.

Prior to execution of any of the above task services a detailed project scope and fee proposal shall be prepared and executed before commencement of work services.

Sincerely,



M. Roger Hogg, P.E.  
Senior Project Engineer  
**SCS ENGINEERS**



Carlo F. Lebron, P.E.  
Vice President  
**SCS ENGINEERS**

## Exhibit B

### ATTACHMENT 2 - PROPOSED PROJECT SCHEDULE Professional Services to Provide Title V Compliance Services Perdido Landfill

#### Task 1 – Title V Permit Renewal Application

Milestones	Date	Notes
Pre-Application Meeting with FDEP	Tuesday, December 19, 2017	Tentative date, subject to availability
Draft Application Package submitted to COUNTY	Tuesday, April 03, 2018	6 weeks prior to final application deadline
Submit Final permit application electronically to FDEP	Friday, May 18, 2018	Regulatory submittal deadline

#### Task 2 – Start-up, Shutdown, and Malfunction Plan Update

Milestones	Date	Notes
Review of Current SSMP / LFGTE plant interface	TBD	SSMP will be reviewed every 6 months and/or when major system changes have been made. Updates to the SSMP will be made as necessary based on the results of each review.

#### Task 3 – Monthly Data Review

Milestones/Deliverables	Date	Notes
Compile control device data	1st week of every month	Compile control device data for previous month
Prepare and Distribute Monthly Review Summary	10th of every month	Final review in September 2018
Monthly Project Review via Web/Video Conference	3rd Wednesday each month	Final review meeting in September 2018
Semi-annual Project Review, onsite meeting	TBD	

#### Task 4 - FDEP Coordination and Correspondence

Milestones/Deliverables	Date	Notes
None	N/A	Task is performed on an as-needed basis

#### Task 5 – Semiannual NSPS and SSM Reports

Milestones/Deliverables	Date	Notes
<b>July - December 2016 Reporting Period</b>		
Draft Report submittal to County for review	Monday, January 16, 2017	Allows one week for County review and commentary
Finalize Report and FDEP submittal	Tuesday, January 31, 2017	Regulatory Deadline
<b>January - June 2017 Reporting Period</b>		
Draft Report submittal to County for review	Monday, July 17, 2017	Allows one week for County review and commentary
Finalize Report and FDEP submittal	Monday, July 31, 2017	Regulatory Deadline
<b>July - December 2017 Reporting Period</b>		
Draft Report submittal to County for review	Tuesday, January 16, 2018	Allows one week for County review and commentary
Finalize Report and FDEP submittal	Wednesday, January 31, 2018	Regulatory Deadline
<b>January - June 2018 Reporting Period</b>		
Draft Report submittal to County for review	Tuesday, July 17, 2018	Allows one week for County review and commentary
Finalize Report and FDEP submittal	Tuesday, July 31, 2018	Regulatory Deadline

#### Task 6 – Annual Title V Statement of Compliance

Milestones/Deliverables	Date	Notes
<b>January - December 2016 Reporting Period</b>		
Draft Report submittal to County for review	Tuesday, February 14, 2017	Allows one week for County review and commentary
Finalize Report and FDEP submittal	Tuesday, February 28, 2017	Regulatory Deadline
<b>January - December 2017 Reporting Period</b>		
Draft Report submittal to County for review	Wednesday, February 14, 2018	Allows one week for County review and commentary
Finalize Report and FDEP submittal	Wednesday, February 28, 2018	Regulatory Deadline

#### Task 7 – Annual Operating Report and Emission Estimate

Milestones/Deliverables	Date	Notes
<b>January - December 2016 Reporting Period</b>		
Draft Report submittal to County for review	Monday, March 06, 2017	Allows one week for County review and commentary
Finalize Report and FDEP submittal	Friday, March 31, 2017	Regulatory Deadline
<b>January - December 2017 Reporting Period</b>		
Draft Report submittal to County for review	Tuesday, March 06, 2018	Allows one week for County review and commentary
Finalize Report and FDEP submittal	Friday, March 30, 2018	Regulatory Deadline

**ATTACHMENT 2 - PROPOSED PROJECT SCHEDULE  
Professional Services to Provide Title V Compliance Services  
Perdido Landfill**

**Task 8 – Visible Emissions Testing**

Milestones/Deliverables	Date	Notes
<b>2017 VE Testing</b>		
Prepare and Submit Testing Notice to FDEP	15 days prior to test date	Regulatory requirement
Annual VE-Method 22 Flare Test - Field Work	Friday, September 29, 2017	Regulatory Deadline
Report Preparation and Submittal	45 days after field test	Regulatory Deadline
<b>2018 VE Testing</b>		
Prepare and Submit Testing Notice to FDEP	15 days prior to test date	Regulatory requirement
Annual VE-Method 22 Flare Test - Field Work	Friday, September 28, 2018	Regulatory Deadline
Report Preparation and Submittal	45 days after field test	Regulatory Deadline

**Task 9 – Greenhouse Gas Reporting**

Milestones/Deliverables	Date	Notes
<b>2017 Preparation of Annual Report via eGGRT</b>		
Submit Draft Report to County for review/comment	Monday, March 13, 2017	Allows 1 week for County review and comment
Final Revisions and Submittal to EPA	Friday, March 31, 2017	Regulatory deadline
Prepare and Provide Summary Report / Site Records	Monday, April 03, 2017	
<b>2018 Preparation of Annual Report via eGGRT</b>		
Submit Draft Report to County for review/comment	Monday, March 12, 2018	Allows one week for County review and comment
Final Revisions and Submittal to EPA	Friday, March 30, 2018	Regulatory deadline
Prepare and Provide Summary Report / Site Records	Monday, April 02, 2018	

**Task 10 – GCCS Annual Phasing Plan**

Milestones/Deliverables	Date	Notes
Drawing Preparation of Conceptual GCCS Annual Expansion for years 1 thru 5	Monday, May 01, 2017	Tentative date, subject to change
Draft Report Submittal to County	TBD	Tentative date, subject to change
Finalize GCCS Plan document	Friday, June 30, 2017	Tentative date, subject to change

**Task 11 – On-Call Landfill Gas Consulting Services**

Milestones/Deliverables	Date	Notes
TBD	N/A	Task is performed on an as-needed basis

## Exhibit C

### ATTACHMENT 1 - MANPOWER AND FEE ESTIMATE Professional Services to Provide Title V Compliance Services Perdido Landfill

Personnel	Tasks (Hours)											Total (hours)	Rate (\$)	Total (\$)
	1	2	3	4	5	6	7	8	9	10	11			
Principal/Office Director	2.0	0.0	0.0	0.0	2.0	1.0	1.0	0.0	0.0	0.0	0.0	6.0	225.00	1,350.00
Project Director (QC Manager/Reviewer)	4.0	3.0	0.0	0.0	4.0	2.0	1.0	0.0	2.0	2.0	0.0	18.0	170.00	3,060.00
Senior Project Advisor	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	198.96	0.00
Senior Project Manager	0.0	4.0	176.0	30.0	16.0	5.0	5.0	2.0	7.0	19.0	35.0	299.0	160.00	47,840.00
Project Manager	0.0	2.5	64.0	0.0	28.0	1.0	1.0	8.0	3.0	5.5	0.0	113.0	145.00	16,385.00
Senior Project Professional	40.0	20.5	472.0	30.0	20.0	15.0	15.0	0.0	27.0	34.0	40.0	713.5	125.00	89,187.50
Project Professional	51.0	0.0	0.0	0.0	120.0	32.0	20.0	0.0	48.0	19.0	0.0	290.0	105.00	30,450.00
Designer	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.00	0.00
Senior Superintendent	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	95.00	0.00
Staff Professional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	98.00	0.00
Designer/Drafter	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	86.00	0.00
Senior Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	85.00	0.00
Associate Staff Professional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	85.00	0.00
Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	70.00	0.00
Secretarial /Clerical	7.0	0.0	8.0	9.0	10.0	2.0	2.0	0.0	4.0	6.0	6.0	54.0	80.00	4,320.00
Subtotal Labor (hours)	104.0	30.0	720.0	69.0	200.0	58.0	45.0	10.0	91.0	85.5	81.0	1,493.5		
Subtotal Labor (\$)	\$12,045.00	\$4,075.00	\$97,080.00	\$9,270.00	\$23,650.00	\$6,905.00	\$5,475.00	\$1,480.00	\$10,630.00	\$10,902.50	\$11,080.00			192,592.50
Reimbursables	\$696.00	\$0.00	\$1,392.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$696.00	\$13.50			2,797.50
G&A, 5 percent subcontractors														
Total Fee Estimate Basis	\$12,741.00	\$4,075.00	\$98,472.00	\$9,270.00	\$23,650.00	\$6,905.00	\$5,475.00	\$1,480.00	\$10,630.00	\$11,598.50	\$11,093.50			195,390.00
<b>Total Fee Lump Sum</b>	<b>\$12,741</b>	<b>\$4,075</b>	<b>\$98,472</b>	<b>\$9,270</b>	<b>\$23,650</b>	<b>\$6,905</b>	<b>\$5,480</b>	<b>\$1,480</b>	<b>\$10,630</b>	<b>\$11,600</b>	<b>\$11,090</b>			<b>\$195,390</b>

**Notes:**

- Task 1 – Title V Permit Application
- Task 2 – Start-up, Shutdown, and Malfunction Plan Update
- Task 3 – Monthly Data Review
- Task 4 - FDEP Coordination and Correspondence
- Task 5 – Semiannual NSPS and SSM Reports
- Task 6 – Annual Title V Statement of Compliance
- Task 7 – Annual Operating Report and Emission Estimate
- Task 8 – Visible Emissions Testing
- Task 9 – Greenhouse Gas Reporting
- Task 10 – GCCS Annual Phasing Plan
- Task 11 – On-Call Landfill Gas Consulting Services

**Billing Basis:**

- Lump Sum by percent complete of Task Fee
- Lump Sum by percent complete of Task Fee
- Lump Sum by percent complete of Task Fee : 1/24th per month
- Lump Sum per event : Total Cost fee based on 6 events per annum
- Lump Sum by percent complete of Task Fee, 2 reports per year for 2 years
- Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
- Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
- Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
- Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
- Lump Sum by percent complete of Task Fee
- Lump Sum by percent complete of Task Fee

**ATTACHMENT 1 - MANPOWER AND FEE ESTIMATE**  
**Professional Services to Provide Title V Compliance Services**  
**Perdido Landfill**

**REIMBURSABLE COSTS**

Reimbursable	Unit Cost (\$)	Unit	Task (Quantity)											Total Units	Total (\$)	
			1	2	3	4	5	6	7	8	9	10	11			
SCS DataServices	500	mo.			Included										0	0
Shipping	1	cost													0	0
Laboratory Services	1	cost													0	0
Vehicle Mileage (Auto)	0.510	mile													0	0
Vehicle Mileage (Truck)	0.51	mile													0	0
Rental Car	100	day	1		2							1		4	400	
Truck	75	day												0	0	
Truck	1,200	mo.												0	0	
Parking & Tolls	14	day												0	0	
Air Fare	450	each	1		2							1		4	1,800	
Meal Per Diem	36	day	1		2							1		4	144	
Lodging, Hotel	110	day	1		2							1		4	440	
														0	0	
														0	0	
Reproduction (Xerox)	0.10	each											135	135	14	
Reproduction (Drawings)	4	sheet												0	0	
Equipment Rental (GEM)	125	day												0	0	
Tier 2 Gauge Rental	50	week												0	0	
Laboratory Services	1	cost												0	0	
														0	0	
														0	0	
<b>Total Reimbursables (\$)</b>			<b>\$696.00</b>	<b>\$0.00</b>	<b>\$1,392.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$696.00</b>	<b>\$13.50</b>			

**SCS ENGINEERS FEE SCHEDULE**  
Escambia County Title V Consulting Services

	<u>Rate/Hour (\$)</u>
Principal/Office Director	225.00
Project Director (QC Manager/Reviewer)	170.00
Senior Project Advisor	198.96
Senior Project Manager	160.00
Project Manager	145.00
Senior Project Professional	125.00
Project Professional	105.00
Designer	100.00
Senior Superintendent	95.00
Staff Professional	98.00
Designer/Drafter	86.00
Senior Technician	85.00
Associate Staff Professional	85.00
Technician	70.00
Secretarial /Clerical	80.00

1. These hourly rates are effective for this Agreement only.

**SECTION I. FACILITY INFORMATION.**

**Subsection C. Applicable Regulations.**

Based on the Title V Air Operation Renewal application received May 20, 2013, this facility is not a major source of hazardous air pollutants (HAPs). A summary of applicable regulations is shown in the following table.

<i>Regulation</i>	<i>EU No(s).</i>
40 CFR 60, Subpart A, NSPS General Provisions	001, 003, 004, 005
40 CFR 60, Subpart WWW, Standards of Performance for Municipal Solid Waste Landfills	001, 003, 004
40 CFR 60, Subpart IIII, Standards of Performance for Stationary Compression Ignition (CI) Internal Combustion Engines (ICE)	005
40 CFR 63, Subpart A, NESHAP General Provisions	001, 003, 004, 005
40 CFR 63, Subpart ZZZZ, Standards for Stationary Reciprocating Internal Combustion Engines	005
40 CFR 63, Subpart AAAA, NESHAP for Municipal Solid Waste Landfills	001
40 CFR 61, Subpart A, General Provisions	001
40 CFR 61, Subpart M (Set A), NESHAP for Asbestos	001

<i>State Rule Citations</i>	<i>EU No(s).</i>
Rule 62-4, Florida Administrative Code (F.A.C.), Permitting Requirements	001, 003, 004, 005
Rule 62-204, F.A.C., Air Pollution Control-General Provisions	001, 003, 004, 005
Rule 62-210, F.A.C., Stationary Sources-General Requirements	001, 003, 004, 005
Rule 62-213, F.A.C. (Title V Air Operation Permits for Major Sources of Air Pollution)	001, 003, 004, 005
Rule 62-296, F.A.C., Stationary Sources Emissions Standards	003, 004
Rule 62-297, F.A.C., Stationary Sources Emissions Monitoring	003, 004

# Fact Sheet



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## Greenhouse Gases Reporting Program Implementation

### Rule Overview

- On October 30, 2009, the U.S. Environmental Protection Agency (EPA) published a rule for the mandatory reporting of greenhouse gases (GHG) from sources that in general emit 25,000 metric tons or more of carbon dioxide equivalent per year in the United States. Smaller sources and certain sectors such as the agricultural sector and land use changes are not included in the Greenhouse Gas Reporting Program. Implementation of 40 CFR Part 98 is referred to as the Greenhouse Gas Reporting Program (GHGRP).
- This collection of comprehensive, nationwide emissions data is intended to provide a better understanding of the sources of GHGs and to guide development of policies and programs to reduce emissions.
- 40 CFR part 98 applies to direct greenhouse gas emitters, fossil fuel suppliers, industrial gas suppliers, and facilities that inject CO<sub>2</sub> underground for sequestration or other reasons. Reporting is at the facility level except for certain suppliers of fossil fuels and industrial greenhouse gases. Because suppliers are facilities or entities that supply certain products (e.g., fossil fuels or certain industrial gases) into the economy that, when combusted, released, or oxidized, result in GHG emissions, the emissions do not take place at the suppliers' reporting location but instead are distributed throughout the country and used. The emissions reporting requirements for direct emitting facilities are specified in 98.3(c)(4) and the GHG reporting requirements for suppliers are specified in 98.3(c)(5).
- An estimated 85-90 percent of the total U.S. GHG emissions from over 8,000 facilities are covered by the Greenhouse Gas Reporting Program.
- Most small businesses fall below the 25,000 metric ton threshold and are not required to report GHG emissions to EPA.
- 40 CFR part 98 requires reporting by 41 industrial categories. For calendar year 2010, facilities in 29 categories reported. For calendar year 2011, an additional 12 categories reported data.
- Reports are submitted annually and provide data collected during the previous calendar year (i.e., reporting year). Reports are due on March 31 for emissions in the previous calendar year.
- The annual reports are submitted to EPA electronically using an electronic greenhouse gas reporting tool (e-GGRT), which is accessed through the EPA web page noted below.
- EPA verifies the data submitted and does not require third party verification. Prior to EPA verification, reporters are required to self-certify the data they submit to EPA.
- A number of rulemakings for Part 98 have been promulgated. These rulemakings include changes for technical corrections, confidentiality determinations, collection of additional information such as Parent Company and NAICS code, use of Best Available Monitoring Methods (BAMM), and other details. For a complete list and description of these actions see <http://www.epa.gov/ghgreporting/reporters/notices/index.html>.

## Implementation of the GHG Reporting Program

To assist reporters in complying with this regulation, EPA developed a suite of information and training resources including:

- An on-line applicability tool that assists potential reporters to assess if they are required to report. See: <http://www.epa.gov/ghgreporting/help/tool/index.html>
- A series of webinars, training slides, and other training opportunities on the reporting requirements of the rule, including the electronic GHG reporting tool (e-GGRT). See: <http://www.epa.gov/ghgreporting/reporters/training/index.html>
- A help desk to answer technical questions on rule implementation and e-GGRT. See: <http://www.epa.gov/ghgreporting/help/index.html>
- Detailed technical and implementation information on each subpart of the rule. See <http://www.epa.gov/ghgreporting/reporters/subpart/index.html>
- A searchable database of frequently asked questions. See: <http://www.ccdsupport.com/confluence/display/faq/FAQs>
- A copy of the current rules. See: [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr98\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title40/40cfr98_main_02.tpl)

## Data Collection

- The Electronic Greenhouse Gas Reporting Tool (e-GGRT) is the on-line tool used to report GHG data directly to EPA. e-GGRT is web-based and structured to be interactive and user-friendly.

## Data Verification

- The GHGRP provides electronic verification of annual reports. Prior to submission, there are multiple checks built into e-GGRT that provide data validation for reporters. After submission, EPA electronically verifies the data through the use of statistical, algorithm, range, and other verification checks. When needed, EPA conducts direct follow-up with facilities concerning potential data quality issues.
- Any violation of the requirements of 40 CFR Part 98 ("Greenhouse Gas Reporting Program") is a violation of the Clean Air Act, including section 114 (42 U.S.C. 7414).

## Confidential Business Information

- Data collected under the GHGRP must be available to the public unless the data qualify for confidential treatment under the Clean Air Act. EPA typically makes confidentiality determinations under the Clean Air Act on a case-by-case basis. Due to the large numbers of entities reporting under the GHGRP and the large number of data reporting elements, EPA concluded that case-by-case determinations would not result in a timely release of non-confidential data. EPA is determining through a series of rulemaking actions the confidentiality status of part 98 data elements, including those added through subsequent amendments to part 98. Any data submitted under the Reporting Program that EPA has determined to be confidential business information (CBI) will be protected under the provisions of 40 CFR part 2, Subpart B.

## Data Publication

- EPA publishes the publicly available data from the GHGRP. The publication tool called FLIGHT (Facility Level Information on GreenHouse gas Tool) was developed anticipating use by the public. It features an easy to use/easy to understand format. Examples of simple searches include searches by state, by facility, by gas, by industry grouping, by range of emissions. See: <http://ghgdata.epa.gov>
- In addition, EPA's ENVIROFACTS ([www.epa.gov/enviro](http://www.epa.gov/enviro)) data base includes GHG data which will allow users to conduct more analysis and to search for and download specific data elements of interest and to cross-reference GHG data with data collected from facilities regulated by other EPA programs.
- Summaries of recent GHG data can be found at: <http://www.epa.gov/ghgreporting/ghgdata/reported/index.html>

This information is provided solely for informational purposes. It does not provide legal advice, have legally binding effect, or expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits in regard to any person. The series of information sheets is intended to assist reporting facilities/owners in understanding key provisions of 40 CFR Part 98.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10752** **County Administrator's Report** **10. 5.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Contract for Special Magistrate PD15-16.077

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Contract Award for Special Magistrate - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board take the following action concerning the Agreement for Special Magistrate:

A. Award and authorize the Chairman to sign the Continuing Contract for Special Magistrate PD 15-16.077, to Farrar Law Firm, P.A., effective October 1, 2016, per the terms and conditions of PD 15-16.077, based on the following fees:

1. Special Magistrate, in the amount of \$155 (per hour); and
2. Paralegal, in the amount of \$75 (per hour); and

B. Authorize the Department(s), in conjunction with the Office of Purchasing to issue Purchase Orders as required.

[Funding: Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 53101]

**BACKGROUND:**

The Request for Letters of Interest PD15-16.077 was advertised in the Pensacola News Journal on July 5, 2016. Six firms were notified on July 5, 2016. One response was received on July 26, 2016. Farrar Law Firm P.A. was reviewed and selected by the Proposal Review Committee on Wednesday, August 3, 2016. Farrar Law Firm P.A. will be one of three firms on the continuing agreement for Special Magistrate.

**BUDGETARY IMPACT:**

Funding: Fund 103 Code Enforcement Fund, Cost Center 290101, Object Code 53101

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The agreement was prepared by Assistant County Attorney Kristin Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Request for Letters of Interest PD15-16.077 was advertised in the Pensacola News Journal on July 5, 2016. Six firms were notified on July 5, 2016. One response was received on July 26, 2016. Farrar Law Firm P.A. was reviewed and selected by the Proposal Review Committee on Wednesday, August 3, 2016. Farrar Law Firm P.A. will be one of three firms on the continuing agreement for Special Magistrate.

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**Attachments**

Agreement

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**AGREEMENT FOR SPECIAL MAGISTRATE (PD 15-16.077)**

**THIS AGREEMENT** is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Farrar Law Firm, P.A., FEI/EIN Number 59-2963956 (hereinafter referred to as "Special Magistrate"), with a principal address of 109 North Palafox Street, Pensacola, FL 32501 (each at times being referred to as "Party" or "Parties").

**WITNESSETH:**

**WHEREAS**, the County issued a Request for Letters of Interest seeking the services of a Special Magistrate (PD15-16.077); and

**WHEREAS**, the County desires to enter into an agreement for the provision of such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Special Magistrate agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.1 **County Administrator.** The term "Administrator" as used herein is intended to mean the County Administrator of the Escambia County Government or designee. The Administrator is the administrative head of all departments of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or designee.

1.2 **Board of County Commissioners.** The term "Board of County Commissioners" as used herein is intended to mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 **Escambia County.** The term "County" as used herein is intended to mean Escambia County, a political subdivision of the State of Florida.

1.4 **Special Magistrate.** The term "Special Magistrate" as used herein is intended to mean the party to this agreement, who will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. **Gregory P. Farrar** is selected to perform the services of Special Magistrate pursuant to this Agreement, and **Gregory P. Farrar** is a member of the Florida Bar, in good

standing, and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

**ARTICLE 2**  
**SCOPE OF SERVICES**

2.1 The Special Magistrate hereby agrees to perform the services as outlined in Escambia County's Request for Letters of Interest for Special Magistrate (RLI), Specification Number PD15-16.077, and as further provided in this Agreement. In the event of any conflict between the terms of the RLI and this Agreement, the terms of this Agreement shall prevail.

2.2 The Special Magistrate agrees to perform the functions specifically set forth in Chapter 30, Article II, Sec. 30-31 through 30-38, Escambia County Code of Ordinances, to include conducting hearings relating to violations of county codes and ordinances.

2.3 The Special Magistrate agrees to perform the functions specifically set forth in Chapter 10, Article I, Sec. 10-14, Escambia County Code of Ordinances, to include conducting hearings relating to dangerous dog determinations.

2.4 The County hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as may be reasonably required for the proper performance of the Special Magistrate's duties.

**ARTICLE 3**  
**COMPENSATION AND METHOD OF PAYMENT**

3.1 The County shall pay the Special Magistrate a fee of One Hundred and Fifty Five Dollars (\$155.00) per hour and, in addition, the Special Magistrate may bill at the rate of Seventy-Five Dollars (\$75.00) per hour for a paralegal. This fee includes all costs and expenses.

3.2 The County agrees that it will make its best efforts to pay the Special Magistrate within thirty (30) calendar days of receipt and approval (as to form) of the Special Magistrate's invoice. Invoices shall reflect the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for each such hearing. 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.

**ARTICLE 4**  
**CHANGES IN SCOPE OF WORK**

The County or the Special Magistrate may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Any such changes to the scope of services or method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an Amendment to this Agreement.

**ARTICLE 5**  
**MISCELLANEOUS**

5.1 **Term.** The term of this Agreement shall commence on October 1, 2016, and expire on February 1, 2018.

5.2 **Termination.** This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days' prior written notice of such termination to the non-terminating party in which event the Special Magistrate shall be paid compensation for services performed to the date of termination.

5.3 **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Special Magistrate without the prior written consent of County. However, the Agreement shall run to the County and its successors.

5.4 **All Prior Agreements Superseded.** 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. 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.

5.5 **Independent Contractor Status.** In the performance of this Agreement hereunder, the Special Magistrate is an independent contractor and shall not be construed as an employee of the County. The Special Magistrate shall not hold himself out as an employee, agent, or servant of the County; and the Special Magistrate 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.

5.6 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:

ESCAMBIA COUNTY:  
County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

SPECIAL MAGISTRATE:  
Farrar Law Firm, P.A.  
109 North Palafox Street  
Pensacola, FL 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 written notice of the address change.

5.7 Conflict of Interest. The Special Magistrate affirms that his retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict, and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

5.8 Indemnification. The Special Magistrate shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory, or otherwise unlawful under applicable laws and any act or omission relating to the Special Magistrate's failure to maintain required insurance or to properly report or pay any applicable federal, state or local fees or taxes.

5.9 Insurance. During the term of this Agreement, the Special Magistrate shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form 1, with \$1,000,000 minimum per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation.

It is understood and agreed by the parties that in the event that the Special Magistrate is affiliated with 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.

Special Magistrate agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

**5.10 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.

**5.11 Public Records.** The Special Magistrate 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. The Special Magistrate shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Special Magistrate shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the Special Magistrate agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Special Magistrate fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after providing seven (7) days'

written notice, during which period the Special Magistrate still fails to allow access to such documents, terminate the contract.

**IF THE SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

5.12 Compliance with Laws. The Special Magistrate agrees to comply with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement.

5.13 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.

**[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

By:

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Date: \_\_\_\_\_

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BCC Approved: \_\_\_\_\_

SPECIAL MAGISTRATE:  
FARRAR LAW FIRM, P.A.

By: \_\_\_\_\_  
Gregory P. Farrar

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved as to form and legal  
sufficiency.

By/Title: Gregory P. Farrar  
Date: 9/2/14



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-11005

County Administrator's Report 10. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/22/2016

Issue: Purchase Order for Road Department Asphalt Patch Body

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Purchase Order for Road Department Asphalt Patch Body - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign a Purchase Order to H.D. Industries, Inc., per the terms and conditions of PD 15-16.087, Road Department Asphalt Patch Body, based on the lowest bid of \$74,203. The Invitation to Bid PD 15-16.087 was posted on the website from August 8, 2016 to September 7, 2016.

[Funding: Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 54601]

**BACKGROUND:**

The present model asphalt patch body attached to the truck cab and chassis is an integral part of the pavement patch and pothole repair program of the Road Department. The replacement of the current unit will improve the process of this vital County program. When replaced, the current unit will be auctioned as surplus. Requests for Invitation to Bid, PD 15-16.087, Road Department Asphalt Patch Body, were publicly noticed on Monday, August 8, 2016 in the Pensacola News Journal. Four known suppliers were also notified on August 8, 2016. Responses were received from two firms on Wednesday, September 7, 2016. H.D. Industries, Inc., is the lowest bidder of \$74,203.

**BUDGETARY IMPACT:**

Funding: Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts. The present model asphalt patch body attached to the truck cab and chassis is an integral part of the pavement patch and pothole repair program of the Road Department. The replacement of the current unit will improve the process of this vital County program. When replaced, the current unit will be auctioned as surplus. Requests for Invitation to Bid, PD 15-16.087, Road Department Asphalt Patch Body, were publicly noticed on Monday, August 8, 2016 in the Pensacola News Journal. Four known suppliers were also notified on August 8, 2016. Responses were received from two firms on Wednesday, September 7, 2016. H.D. Industries, Inc., is the lowest bidder of \$74,203.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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**Attachments**

Bid Tab

Bid

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**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**ROAD DEPARTMENT ASPHALT PATCH BODY**

**SPECIFICATION NUMBER PD 15-16.87**

**BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Wednesday, September 07, 2016**

**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**

**Grover Robinson IV, Chairman  
Wilson B. Robertson , Vice Chairman  
Steven Barry  
Lumon J. May  
Douglas Underhill**

**From:**

**Claudia Simmons  
Purchasing Manager**

**Procurement Assistance:**

**Eddie H. Wehmeier  
Purchasing Specialist  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4953  
Fax: (850) 595-4805**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

## NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

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

- (d) **Preference in purchase of commodities and services by means of competitive bid.** Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
  - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
  - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
  - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
  - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

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.

**ROAD DEPARTMENT ASPHALT PATCH BODY  
PD 15-16.87**

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Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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List of General Terms and Conditions (Incorporated by Reference)	5
Special Terms and Conditions	7
Scope of Work & Specifications	Exhibit A

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY FLORIDA

### SUBMIT OFFERS TO:

EDDIE H. WEHMEIER

Invitation to Bid

Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

**ROAD DEPARTMENT  
ASPHALT PATCH BODY**

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4953 Fax No: (850) 595-4805

**SOLICITATION NUMBER: PD 15-16.87**

### SOLICITATION

MAILING DATE: Monday, August 08, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m. CDT, Wednesday, September 07, 2016 and may not be withdrawn within 90 days after such date and time

#### POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

75-2117282

TERMS OF PAYMENT:

NET 30

DELIVERY DATE WILL BE 150 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: H.D. INDUSTRIES, INC.

REASON FOR NO OFFER:

ADDRESS: P.O. BOX 8250

CITY, ST. & ZIP: JACKSONVILLE, TEXAS 75766

PHONE NO.: ( 903 ) 586-6126

TOLL FREE NO.: ( 800 ) 256-6126

FAX NO.: ( 903 ) 586-0904

I certify that this offer is made without prior understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County, Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County, Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County, Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final payment on the offer.

HAROLD DILLINGHAM - PRESIDENT  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com/our-services/purchasing/purchasing-laws-and-rules> Scroll to bottom of page to "Attachments" Click on: "General Terms and Conditions"

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

#### 1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.87 ROAD DEPARTMENT ASPHALT PATCH BODY,  
Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### Definitions

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Procurement questions may be directed to Eddie H. Wehmeier, Purchasing Specialist, Phone: (850) 595-4953; Fax: (850) 595-4805. Final date for questions is: Friday, August 26, 2016 at 12:00 p.m.

3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

4. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery, and unloading to designated point within Escambia County. The Asphalt Patch Body shall be installed on a Escambia County owned Truck Cab & Chassis unit that will be delivered to the lowest responsive bidder's facility.

5. **Delivery**

Delivery to be as notified by Escambia County.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;

- 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
  - D. The emergency procedure for spills, fire, disposal and first aid.
  - E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
  - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
 Attention: Accounts Payable  
 221 South Palafox Place  
 Pensacola, FL 32502

10. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid/proposal form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

11. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, or if used meet the specifications herein, and of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor

shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

12. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County or designee.

13. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **one (1)** years from date of delivery/acceptance by Escambia County or designee.

This shall be an unlimited warranty for **one (1)** years.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

14. **Manuals**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

1. Statement of origin
2. Warranty certifications
3. Copy of pre-delivery service report
4. DHSMV-82040, Application for certificate of title/registration.
5. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: ESCAMBIA COUNTY, FLORIDA.
6. Temporary tag
7. Sales tax exemption form (if required).
8. Forward all title work to:

Road Department/Fleet Division  
ATTN: Maribelle Van Brussel  
601 Hwy 297A  
Cantonment, Florida 32533

15. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis to the lowest responsive bidder.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. **Additional Quantities**

For a period not exceeding **twelve (12)** months from the day of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the bid/proposal form shall be noted "offer is for specified quantity only."

**Non-Contract Insurance Requirements**

**Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The

contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x.c.u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

**The General Liability and Garage Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

Garage 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.

**Garagekeepers Coverage (LEGAL LIABILITY FORM)**

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**

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.

Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Eddie H. Wehmeier, Purchasing Specialist  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805

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.

**Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or

consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**Exhibit "A"**  
**Invitation to Bid PD 15-16.87**

**ROAD DEPARTMENT ASPHALT PATCH BODY**

**Scope**

The Escambia County Road Department seeks to purchase a new Asphalt Patch Body for installation on a County owned Cab & Chassis unit. Unit will be utilized for "hot patch" road pothole repair throughout Escambia County. Unit must meet specifications as listed, within dimensional limits to be mounted on a 144" Cab to Axle, 33,000 GVWR clean frame chassis.

**Specifications**

**ASPHALT POTHOLE PATCHER BODY ONLY;**  
(To be installed on Escambia County Truck Cab & Chassis dimensions—144" CA, clean frame)

**BODY DIMENSIONS/FEATURES**

- 4.25 cubic yard, 6 ton capacity – 112"L x 50"H x 78"W
- 80 gallon built on tack tank
- Diamond Tread safety step side fenders with two ladders
- Body assist handles.
- Extra large stop, turn, emergency flashers with dual element integral lighting.
- Lockable tool storage compartment measuring 83" long, 18" deep and 10" high.
- Mud flaps

**BODY INSULATION**

- Asphalt aggregate hopper and road oil tank insulated with 2" industrial, high temperature 12R factor insulation encased in a double steel jacket.
- Hydraulic Operated Steel Top Doors.
  - Two hydraulically operated bi-fold steel top doors that come with hex brake for rigidity.
  - Doors are insulated with 2" of high temperature insulation in a double steel jacket.
  - Rain seal caps and flex plates to keep asphalt out of the door hinges.
  - Each door has a 1 1/2" bore with a 13" stroke hydraulic cylinder with bypass and flow control valves.
  - Controls for the doors to be at the front of the unit behind the passenger side of the truck cab.

**CAPACITY**

- Hopper capacity--4.25 cubic yards.

## **HEATING SYSTEMS**

- The body shall have a dry radiant heat chamber heated by 2 each 150,000 BTU retort tube propane burners with vertical exhaust stacks.
- Exhaust stacks to have an automatic electronic dampener that opens when burners are fired and close when burners shut off to prevent heat loss.
- The burners are thermostat controlled and regulated at 10 PSI.
- The ignition system is 12 volt DC with electronic igniter.
- Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating.
- Burner has two stages, ignites on 5 oz. pressure, operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater.
- Thermostats will be 0/300° F. solid state.

## **ELECTRONIC CONTROLS**

- All electronic controls will be solid state shock resistant.
- Thermostat for tack oil tank is 50/200°F.
- Thermostat for asphalt aggregate hopper is 0/300° F.
- Thermostat for the asphalt hopper has built in high limit safety shut down switch.
- Same thermostat controls the 12 volt LP Gas fired system and the 220 volt electric heating system.

## **EMULSION OIL TANK CAPACITY AND HEATING SYSTEM**

- Capacity—80 Gallon
- Tank has a double steel jacket with 2" insulation.
- Tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 150° F., using the truck engine coolant system as the heat source.
- The emulsion pump and all lines are in an insulated heated area.
- The tank has 220 volt thermostat controlled NEMA explosion proof dry well electric heater and a hot well for storing the spray wand in cold weather.
- Tank has an 8" fill spout and a 2" gate valve on tank drain.
- Tank does not have to be drained for maintenance or change out of heater,

## **ELECTRIC HEATING SYSTEM**

- Asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, OSHA required NEMA explosion proof dry well electric heater, thermostat controlled with
- Equipped with 25' of cord with dual in-line 30 amp fuses with MOV 220 VAC surge absorber.
- Heating system is capable of maintaining heated material up to 300° F. during non-working hours.

## **FUEL**

- 50 gallon frame mounted LP gas bottle with quick fill connector, 10 psi regulator and fuel sight gauge.

#### **TEMPERATURE GAUGES**

- Two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.

#### **HAND TORCH**

- Equipped with hand torch for drying off repair site and cleaning hand tools
- 200,000 propane BTU hand torch with shut-off valve and 10' of hose with hose rack.
- Hand torch has mounting bracket for transport.

#### **LIQUID ASPHALT OIL PUMP**

- Hydraulically driven, 1 1/2" self priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI.
- The emulsion pump and all oil lines are in an insulated heated area. The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip.

#### **PAVEMENT BREAKER**

- Stanley BR45, Pavement Breaker, complete with quick couplers, asphalt cutter, tamper and detachable shank with lockable transporting bracket.

#### **LIQUID ASPHALT HAND SPRAYER**

- A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve.
- Tank does not have to be drained for maintenance.
- Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.

#### **HYDRAULIC PUMP**

- Gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.

#### **HYDRAULIC OIL RESERVOIR**

- 30 gallon capacity with sight and temperature gauge, ventilated fill cap, 150 micron sump strainer and a 10 micron return filler.

#### **HYDRAULIC OIL COOLER**

- Hydraulic oil cooler with shroud. The fan cooler operates on 12 volt DC
- Thermostat controlled at 115° F.

#### **HYDRAULIC HOSE AND FITTINGS**

- All high pressure hoses and crimped fittings have a minimum of 9600 PSI burst pressure.

#### **HYDRAULIC CONTROL VALVE**

- Five spool, two way, variable flow with 2200 PSI relief valve.
- Valve controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, liquid asphalt pump and tool circuit.
- The valve has an internal or external safety design will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open. T
- System is designed to divert hydraulic oil pressure back to the tank.

- Electronic solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. Valve to be operated from the rear of machine by remote levers.
- To reduce maintenance problems the main directional control valve stack will have no electric solenoids.

#### **SCREW CONVEYOR**

- 10' long by 6" diameter progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted.
- Conveyor is driven by a 9200 in.lb. Torque variable speed hydraulic motor with forward and reverse.
- Shall have a delivery chute with 120° of pivot. All bearings can be greased from ground level.

#### **ASPHALT AGITATOR**

- Agitator shaft is built into the premix hopper and to be designed to break up asphalt bridging due to vibratory compaction.
- The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 9200 in.lb. torque variable speed hydraulic motor with forward and reverse.
- All bearings can be greased from ground level.

#### **POWER TAKE OFF**

- A Muncie or Chelsea Hot Shift or Electric Over Air Shift, depending on truck transmission model

#### **ELECTRONIC THROTTLE CONTROL**

- A two (2) or three (3) speed, depending on application, rear mounted remote switch
- As a safety feature, the switch will not function unless the park brake is set on the vehicle.

#### **DIESEL / RELEASING AGENT STORAGE TANK**

- An 18 gallon capacity tank, equipped with a 12 volt DC pump and a hand sprayer for cleaning tools and unit.
- There shall be a connector valve for flushing road oil pump and lines and a 1" drain.
- For hopper cleaning access and to spray hopper before loading, units with a work deck shall have an additional front mounted spray wand with 3 ft. of hose.

#### **COLOR**

- Gloss Black.

#### **WORK DECK**

- Work Deck shall be constructed of 1/4" angle iron and 3/16" expanded metal with assist hand rails and shall be mounted between hopper and truck cab.
- Deck to provide easy and safe access to emulsion oil tank and asphalt hopper.

#### **SERVICE MANUALS**

- Two (2) parts, service and operators manuals to be furnished with unit.

## **WARRANTY**

- Full twelve (12) months against defects in material and workmanship of the body and on all parts and labor.

## **OPTIONS**

### **SPOILS BIN**

- Spoils bin 36" wide with a 1.50 cubic yard capacity
- Gravity dump.
- Asphalt spoils may be loaded or discharged from both sides of the truck.

### **VIBRATORY COMPACTOR PLATE**

- A Wacker WP 1550AW compactor equipped with a 5.5 hp gasoline Honda engine with auto oil alarm shut down. Operating weight is 190 lbs, centrifugal force is 3375 lbs, plate size is 19.5" x 23".
- Also features a water tank and locking holding brackets.

### **HYDRAULIC REAR LIFT PLATFORM**

- Hydraulically operated lift platform for loading or unloading a compactor plate or roller.
- Safety latch in the "up" position, an in-cab "platform down" indicator light with compactor or roller holding brackets.
- Pavement breaker mount.
- All controls for the platform are at the rear of the unit.

### **HYDRAULIC ASPHALT SAW**

- Stanley CO25-541 Asphalt Saw with blade

### **HYDRAULIC TOOL LINE HOSE REEL**

- Hose pressure is 3000 PSI with dual 25' hydraulic tool lines, including spring loaded auto retractable reel.

### **DIESEL FUEL HOSE REEL**

- For use with the diesel fuel spray wand, with 20' of hose including a spring loaded, auto retractable reel.

### **DRIP PAN**

- A ten gallon drip pan, unit mounted that is used for waste oil.

### **WATER TANK**

- A frame mounted, eight gallon tank with valve and hose. Provides a water supply for the asphalt compactor plate.
- Rust proof liner.

### **DIRECTIONAL ARROW BOARD**

- Wanco model WSBA-14 with 14 seal beams.
- Flashes left, right and warning bar.
- Board mounted on the rear of unit with in-cab controls.

### **SECONDARY AUGER MOTOR**

**TOOL HOLDERS**

- Two (2) Asphalt Lute/shovel holders

**DELIVERY**

BIDDER TO STATE APPROXIMATE DELIVERY DATE FROM PLACEMENT OF ORDER.  
BE ADVISED THAT THE ENTIRE UNIT, AFTER INSTALLATION OF ASPHALT PATCH BODY TO  
ESCAMBIA COUNTY'S TRUCK CAB & CHASSIS, IS TO BE DELIVERED TO ESCAMBIA COUNTY,  
FLORIDA.

H.D. INDUSTRIES, INC. MEETS OR EXCEEDS ALL SPECIFICATIONS LISTED IN THIS BID.



# H.D. INDUSTRIES, Inc.

## *Pro-Patch Pot Hole Patcher*

P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · www.pro-patch.com

**ASPHALT POTHOLE PATCHER  
SPECIFICATIONS MODEL TCM 425-80-DHE  
ESCAMIBA COUNTY, FLORIDA BID 15-16.87**

1. **GENERAL**

The *Pro-Patch* model TCM 425-80-DHE is a unitized asphalt repair machine capable of making permanent asphalt repairs under most weather conditions.

2. **BODY DIMENSIONS**

The body is 112" long, 50" high and 78" wide. It has Diamond Tread safety step side fenders with two ladders, body assist handles. Ladders and assist handles are not available on bodies with a work deck. Body has L.E.D. style stop, turn, emergency flashers and marker lights. The body has a lockable tool storage compartment measuring 83" long, 18" deep and 10" high. **MUD FLAPS INCLUDED.**

3. **BODY INSULATION**

The asphalt aggregate hopper and road oil tank are fully insulated with 2" industrial, high temperature 12R factor insulation encased in a double steel jacket.

4. **HYDRAULIC OPERATED STEEL TOP DOORS**

Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity. Doors are insulated with 2" of high Temperature insulation in a double steel jacket. The doors have rain seal caps and flex plates to keep asphalt out of door hinges. Each door shall have a 1 ½" bore with 13" stroke hydraulic cylinder with bypass and flow control valves. The controls for doors are at the rear of the unit.

5. **CAPACITY**

The asphalt aggregate hopper holds 4.25 cubic yards level full or 6 tons maximum load.

6. **SPOILS BIN**

The spoils bin is 36" wide with a 1.25 cubic yard capacity, gravity dump. Asphalt spoils may be loaded or discharged from both sides of the truck.

7. **HEATING SYSTEMS**

The body shall have a dry radiant heat chamber heated by 2 each 150,000 BTU retort tube propane burners with vertical exhaust stacks. **The exhaust stack dampeners are electronically actuated to close when burners are off to reduce heat loss.** The burners are thermostat controlled and regulated at 10 PSI. The ignition system is 12 volt DC with electronic igniter. Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating. Burner has two stages, ignites on 10 oz. pressure, and operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater. Thermostats will be 0/300° F. solid state. *Systems using Heat Transfer Oil are not acceptable.*

8. **ELECTRONIC CONTROLS**

All electronic controls will be solid state shock resistant. Thermostat for tack oil tank is 50/200° F. Thermostat for asphalt aggregate hopper is a digital 0/300° F. Thermostat for the asphalt hopper has built in high limit safety shut down switch. Same thermostat controls the 12 volt LP Gas fired system and the 220 volt electric heating system.



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9. **EMULSION OIL TANK CAPACITY AND HEATING SYSTEM**

The tank, built onto the main body, has a capacity of 80 gallons and a double steel jacket with 2" insulation. The tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 150° F., using the truck engine coolant system as the heat source. *The emulsion pump and all lines are in an insulated heated area.* The tank has 220 volt digital thermostat controlled **NEMA explosion proof** dry well electric heater and a hot well for storing the spray wand in cold weather. Tank has an 8" fill spout and a 2" gate valve on tank drain. *For ease of maintenance or change out of heater, tank does not have to be drained.*

10. **ELECTRIC HEATING SYSTEM**

The asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, 62 kw **OSHA required NEMA explosion proof** dry well electric heater, thermostat controlled with 25' of cord with dual in-line 30 amp fuses with MOV 220 vac surge absorber. The heating system is capable of maintaining heated material up to 300° F. during non-working hours.

11. **TEMPERATURE GAUGES**

The unit has two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.

12. **HAND TORCH**

For drying off repair site and cleaning hand tools, the unit has a 200,000 propane BTU hand torch with shut-off valve and 10' of hose with hose rack. Hand torch has mounting bracket for transport.

13. **LIQUID ASPHALT OIL PUMP**

A hydraulically driven, 1 1/2" self priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI. *The emulsion pump and all oil lines are in an insulated heated area.* The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip. *Air injection systems do not have this capability.*

14. **DIESEL FUEL / RELEASING AGENT STORAGE TANK**

An 18 gallon capacity tank, equipped with a 1.6 gpm @ 60 psi 12 volt DC pump and a hand sprayer for cleaning tools and unit. There shall be a connector valve for flushing road oil pump and lines and a 1" drain. For easy hopper cleaning access and to spray hopper before loading, units with a work deck shall have an additional front mounted spray wand with 3 ft. of hose.

15. **LIQUID ASPHALT HAND SPRAYER**

A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.

16. **PAVEMENT BREAKER**

Stanley BR45, Pavement Breakers, complete with quick couplers, asphalt cutter, tamper and detachable shank with lockable transporting bracket.

17. **HYDRAULIC TOOL LINE HOSE REEL**

Shall be 3000 PSI with dual 25' hydraulic tool lines. Reel is spring loaded auto-retractable.



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ESCAMIBA COUNTY, FLORIDA BID 15-16.87**

18. **HYDRAULIC PUMP**  
The pump is gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.
19. **HYDRAULIC OIL RESERVOIR**  
30 gallon capacity with sight and temperature gauge, ventilated fill cap, 150 micron sump strainer and a 10 micron return filler with 1" gate cutoff valve at filter.
20. **HYDRAULIC OIL COOLER**  
An AKG 15 tube hydraulic oil cooler with shroud. Fan operates on 12 VDC and is thermostat controlled at 115° F.
21. **HYDRAULIC HOSE AND FITTINGS**  
All high pressure hoses and crimped fittings have a minimum of 9600 PSI burst pressure.
22. **VIBRATORY COMPACTOR PLATE**  
A Wacker WP 1550AW Compactor equipped with a 5.5 hp gasoline Honda Engine with auto oil alarm shut down. Operating weight is 190#, centrifugal force 3375#, plate size 19.5 x 23", a water tank and locking holding down brackets.
23. **HYRAULIC REAR LIFT PLATFORM FOR COMPACTOR**  
Equipped with a hydraulically operated lift platform for loading or unloading compactor plate. The platform has a Safety latch in the up position, an in cab" platform down" indicator light with compactor holding down brackets and A pavement breaker mount. All controls for platform are at the rear of the unit.
24. **HYDRAULIC CONTROL VALVE**  
Five spool, two-way, variable flow with 2200 PSI relief valve. The valve controls hydraulic screw conveyor, hydraulic doors, and an asphalt agitator, liquid asphalt pump and tool circuit. **The valve has an internal or external safety design that will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open.** This system is designed to divert hydraulic oil pressure back to the tank. Electric solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. The valve is operated from the rear of machine by remote levers. To reduce maintenance problems the main directional control valve stack has no electric solenoids.
25. **SCREW CONVEYOR**  
10' long by 6" diameter progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted. Conveyor is driven by a 9200 in.lb. Torque variable speed hydraulic motor with forward and reverse. Shall have a delivery chute with 120° of pivot. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*
26. **ASPHALT AGITATOR**  
The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 9200 in.lb. Torque variable speed hydraulic motor with forward and reverse. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*



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ESCAMIBA COUNTY, FLORIDA BID 15-16.87**

27. **DRIP PAN**  
An eight (8) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work Day, with necessary valve for draining.
28. **WATER TANK**  
A frame mounted ten (10) gallon tank with valve and hose, with 12V electric water pump. Water supply for asphalt compactor plate with rust proof liner.
29. **FRAME MOUNTED LP GAS BOTTLE**  
50 Gallon frame mounted LP gas Bottle with quick fill connector, 10 PSI regulator and fuel sight gauge.
30. **DIRECTIONAL ARROW BOARD**  
The arrow board is Wanco WSBLA-14 (L.E.D.) board has State D.O.T. approved 14 seal with arrow flashing left, right and warning bar. The board is mounted on the rear of the patch unit with in-cab controls.
32. **WORK DECK**  
18" x 46" work deck shall be constructed of ½" angle iron and 3/16" expanded metal and expanded metal steps with assist hand rails and shall be mounted between hopper and truck cab. Deck provides easy and safe access to emulsion oil tank and asphalt hopper.
33. **ASPHALT LUTE AND SHOVEL HOLDERS**  
Two (2) each spring loaded asphalt lute and shovel holders mounted curb side of unit.
34. **P.T.O.**  
A Muncie or Chelsea Hot Shift
35. **ELECTRONIC THROTTLE CONTROL**  
A two (2) or three (3) speed, depending on application, rear mounted remote switch allows operator more control over which speed and pressure each particular job requires. As a safety feature, the switch will not function unless the park brake is set on the vehicle.
36. **OVAL TAIL LIGHTS**  
SSI Rectangle 6.5" Oval Tail Lights; Red, Yellow with clear back up lights.
37. **SECONDARY AUGER MOTOR**  
A secondary, hydraulic, 9200 in.lb. torque, variable speed booster motor installed at rear of auger to assist in dispensing bad or stiff asphalt mix. This also eliminates shearing coupler keys and bolts in the auger shaft.
38. **HARD SURFACED SCREW CONVEYOR**
39. **ASPHALT SAW**  
Stanley CO25-541 Asphalt Saw with Blade.



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*Pro-Patch Pot Hole Patcher*

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**ASPHALT POTHOLE PATCHER  
SPECIFICATIONS MODEL TCM 425-80-DHE  
ESCAMIBA COUNTY, FLORIDA BID 15-16.87**

40. **RELEASING AGENT HOSE**  
Diesel/Releasing Agent Hose Reel with 20 ft. of hose.
41. **COLOR**  
Gloss Black.
42. **SERVICE MANUALS AND TRAINING**  
H.D. Industries, will furnish two (2) parts, service and operators manuals with a two (2) day training program for each machine and delivery.
43. **WARRANTY**  
H.D. Industries warrants the *Pro-Patch* Asphalt Pothole Patcher for a full twelve (12) months against defects in material and workmanship of the body and on all parts and labor.

Continued on next page.

**BID FORM**

Specification Number PD 15-16.87

**ROAD DEPARTMENT ASPHALT PATCH BODY**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: AUGUST 29, 2016

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Purchase of one (1) ROAD DEPARTMENT ASPHALT PATCH BODY** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following TOTAL price:

1 each **Grand Total** \$ 74,203.00

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

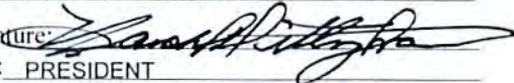
**(PLEASE TYPE INFORMATION BELOW)**  
**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number CHARTER NO. 798538

Occupational License No. N/A

Bidder: H.D. INDUSTRIES, INC.

By: HAROLD DILLINGHAM

Signature:   
Title: PRESIDENT

Address: P.O. BOX 8250  
JACKSONVILLE, TEXAS 75766

Person to contact concerning this bid:  
HAROLD DILLINGHAM  
Phone/Toll Free/Fax # 903-586-6126, 800-256-6126  
903-586-0904 - FAX  
E-Mail Address: INFO@PRO-PATCH.COM  
Home Page Address: WWW.PRO-PATCH.COM

Terms of Payment  
Net 30 Days

**OPTION: BID PRICE WITH DELIVERY AND NO TRAINING \$73,125 48**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-11003

County Administrator's Report 10. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/22/2016

Issue: Purchase Order for Road Department Truck Crew Cab & Chassis

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Purchase Order for Road Department Truck Cab Crew & Chassis - Claudia Simmons, Office of Purchasing, Purchasing Manager.

That the Board approve and authorize the County Administrator to sign a Purchase Order to Hub City Ford-Mercury, Inc., per the terms and conditions of PD 15-16.086, Road Department Truck Crew Cab & Chassis, based on the lowest bid of \$63,999. The Invitation to Bid PD 15-16.086 was posted on the website from August 8, 2016, to September 7, 2016.

[Funding: Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 54601]

**BACKGROUND:**

The current model truck cab and chassis with attached asphalt body is one of the units used in the Road Department's pavement patch and pothole repair program throughout the County. Replacement of this unit will enhance the efficiency of this essential program. Upon purchase, the present unit will be classified as surplus and placed in the auction process.

Requests for Invitation to Bid, PD 15-16.086, Road Department Truck Crew Cab & Chassis, were publicly noticed on Monday, August 8, 2016 in the Pensacola News Journal. Three known suppliers were also notified on August 8, 2016. Responses were received from three firms on Wednesday, September 7, 2016. Hub City Ford-Mercury, Inc. is the lowest bidder of \$63,999.

**BUDGETARY IMPACT:**

Funding: Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The current model truck cab and chassis with attached asphalt body is one of the units used in the Road Department's pavement patch and pothole repair program throughout the County. Replacement of this unit will enhance the efficiency of this essential program. Upon purchase, the present unit will be classified as surplus and placed in the auction process.

Requests for Invitation to Bid, PD 15-16.086, Road Department Truck Crew Cab & Chassis, were publicly noticed on Monday, August 08, 2016 in the Pensacola News Journal. Three known suppliers were also notified on August 8, 2016. Responses were received from three firms on Wednesday, September 7, 2016. Hub City Ford-Mercury, Inc. is the lowest bidder of \$63,999.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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**Attachments**

Bid Tab

Bid

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**PUBLIC NOTICE OF RECOMMENDED AWARD**

BID TABULATION	DESCRIPTION: Road Department Truck Crew Cab & Chassis BID # PD 15-16.086								
Bid Opening Time: 10:00 a.m. CDT Bid Opening Date: 9/07/2016 Bid Opening Location: Rm 11.201	Cover Sheet/Acknowledgement	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Total
NAME OF BIDDER									
Ward International Trucks									\$78,600
Hub City Ford-Mercury, Inc.									\$63,999
Empire Truck Sales, Inc.									\$76,239
BIDS OPENED BY:	Eddie H. Wehmeier, Purchasing Specialist			DATE: 9-07-16					
BIDS TABULATED BY:	Eddie H. Wehmeier, Purchasing Specialist			DATE: 9-07-16					
BIDS WITNESSED BY:	Paul R. Nobles			DATE: 9-07-16					

CAR  
DATE 10-06-16

BOCC  
DATE 10-06-16

The Purchasing Manager/Designee recommends to the BCC: To award a Purchase Order to Hub City Ford-Mercury, Inc., for a lump sum amount of \$63,999

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:  
\_\_\_\_\_  
\_\_\_\_\_

Posted @ 1:30 p.m. CDT on 9-08-2016

*EHW*  
ehw

ESCAMBIA COUNTY  
FLORIDA

INVITATION TO BIDDERS

ROAD DEPARTMENT TRUCK CREW CAB & CHASSIS

SPECIFICATION NUMBER PD 15-16.086

BIDS WILL BE RECEIVED UNTIL: 10:00 a.m., CDT, Wednesday, September 07, 2016

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

Grover Robinson IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Steven Barry  
Lumon J. May  
Douglas Underhill

From:  
Claudia Simmons  
Purchasing Manager

**Procurement Assistance:**

Eddie H. Wehmeier  
Purchasing Specialist  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4953  
Fax: (850) 595-4805

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

## NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

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

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

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
  - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
  - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
  - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
  - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

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.

**ROAD DEPARTMENT TRUCK CREW CAB & CHASSIS  
PD 15-16.086**

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Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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Special Terms and Conditions	7
Scope of Work & Specifications	Exhibit A

# SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

## SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY FLORIDA

### SUBMIT OFFERS TO:

**EDDIE H. WEHMEIER**

Invitation to Bid

Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

**ROAD DEPARTMENT TRUCK  
CREW CAB & CHASSIS**

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4953 Fax No: (850) 595-4805

**SOLICITATION NUMBER: PD 15-16.86**

### SOLICITATION

MAILING DATE: Monday, August 08, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 10:00 a.m. CDT, Wednesday, September 07, 2016 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. You may file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-2617784

TERMS OF PAYMENT:

NET 30 DAYS

DELIVERY DATE WILL BE 90-120 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: HUB CITY FORD, INC

REASON FOR NO OFFER

ADDRESS: 4060 S FERDON BLVD

CITY, ST. & ZIP: CRESTVIEW FLA 32536

PHONE NO.: ( 850 ) 396-6810

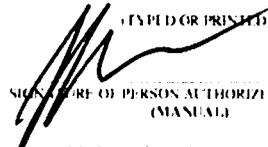
TOLL FREE NO.: ( )

FAX NO.: ( 850 ) 398-6810

**JOSEPH WINDROW FLEET SALES MGR**

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

( TYPED OR PRINTED )

..   
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
( MANUAL )

I certify that this offer is made without price understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. I am authorized to sign this offer and certify that I am authorized to sign this offer for the bidder and that the bidder is in compliance with all requirements of the solicitation, including but not limited to, technical requirements. In submitting an offer to Escambia County Florida, the bidder 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 laws of the United States and the State of Florida for the use of the particular commodity or service purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final award to the offeror.

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**



**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.escambia.com/our-services/purchasing/purchasing.cfm> and -rates- Scroll to bottom of page to "Attachments" Click on: "General Terms and Conditions"

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://cfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

#### 1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.086 ROAD DEPARTMENT TRUCK CREW CAB & CHASSIS, Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### Definitions

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## 2. **Procurement Questions**

Procurement questions may be directed to Eddie H. Wehmeier, Purchasing Specialist, Phone: (850) 595-4953; Fax: (850) 595-4805. Final date for questions is: Friday, August 26, 2016 at 12:00 p.m.

## 3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

## 4. **F.O.B. Point**

The F.O.B. point shall be destination of auxiliary body manufacturer TBD (possible location is city of Jacksonville, Texas). The price offered shall include all costs of packaging, transporting, delivery and unloading to designated point TBD pending award of PD 15-16.087 ROAD DEPARTMENT ASPHALT PATCH BODY.

## 5. **Delivery**

Delivery to be as notified by Escambia County.

## 6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
  - D. The emergency procedure for spills, fire, disposal and first aid.
  - E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
  - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 South Palafox Place  
Pensacola, Fl. 32502

10. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid/proposal form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

11. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, or if used meet the specifications herein, and of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor

shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

12. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County or designee.

13. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **two (2)** years from date of delivery/acceptance by Escambia County or designee.

This shall be an unlimited warranty for **two (2)** years.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

14. **Manuals**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual                      2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

1. Statement of origin
2. Warranty certifications
3. Copy of pre-delivery service report
4. DHSMV-82040, Application for certificate of title/registration.
5. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to:  
ESCAMBIA COUNTY, FLORIDA.
6. Temporary tag
7. Sales tax exemption form (if required).
8. Forward all title work to:  
Road Department/Fleet Division  
ATTN: Maribelle Van Brussel  
601 Hwy 297A  
Cantonment, Florida 32533

15. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis to the lowest responsive bidder.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. **Additional Quantities**

For a period not exceeding twelve (12) months from the day of solicitation opening, the right is reserved to purchase any amount of additional items at the prices offered in this Solicitation. If additional quantities are not acceptable, the bid/proposal form shall be noted "offer is for specified quantity only."

### **Non-Contract Insurance Requirements**

#### **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

#### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to

claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

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 (If utilized to achieve required policy limits.)**

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.

Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Eddie H. Wehmeier, Purchasing Specialist  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4805

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.

### **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**Exhibit "A"**  
**Invitation to Bid PD 15-16.086**

**ROAD DEPARTMENT TRUCK CREW CAB & CHASSIS**

**Scope**

The Escambia County Road Department seeks to purchase a new Crew Cab and Chassis truck for primary use throughout Escambia County. Unit must meet specifications as listed, with dimensions to accept an end user application of an Asphalt Pothole Patcher body.

**Specifications**

**33,000 LB. GVWR CREW CAB & CHASSIS (DUAL REAR WHEEL) - 4X2**

**ENGINE:**

- DIESEL ENGINE, V8, 300 GROSS HP (PER THE LATEST ISSUE OF SAE J1349) AND 700 LBS.-FT. GROSS TORQUE, MINIMUM. (STATE LITERS, GROSS HP AND GROSS TORQUE)
- EMISSIONS SHALL MEET OR EXCEED ALL APPLICABLE FEDERAL AND STATE OF FLORIDA EMISSIONS AND ENVIRONMENTAL LAWS, REGULATIONS, SPECIFICATIONS, STANDARDS, AND REQUIREMENTS IN EFFECT AS OF THE DATE OF MANUFACTURE.
- EMISSIONS UREA TANK SIZE: 12 GALLON
- STANDARD COOLING SYSTEM WITH MFG. STANDARD ANTIFREEZE/COOLANT.
- DRY TYPE AIR CLEANER WITH SERVICE (RESTRICTION) INDICATOR.
- ENGINE PROTECTION SYSTEM, AT A MINIMUM, MUST BE ACTIVATED BY LOW ENGINE OIL PRESSURE, AND HIGH ENGINE TEMPERATURE. SYSTEM SHALL, AT A MINIMUM, INCLUDE A WARNING LIGHT(S) AND DERATE (RAMP DOWN) FEATURE THAT WILL REDUCE ENGINE POWER AND SPEED, OR SHUT DOWN THE ENGINE WHEN ANY OF THESE FUNCTIONS EXCEED NORMAL LIMITS.
- PROVISION AT REAR OF CAB FOR INSTALLATION OF AN ELECTRONIC THROTTLE CONTROL SWITCH

**TRANSMISSION:**

- MINIMUM SIX (6)-SPEED AUTOMATIC TRANSMISSION WITH PROVISIONS FOR A PTO INCLUDED. ALLISON 3000RDS OR APPROVED EQUIVALENT.

**ELECTRICAL SYSTEM:**

- MINIMUM 200 AMP 12VOLT HEAVY DUTY ALTERNATOR
- BATTERIES - TWO, WITH MINIMUM TOTAL 1800 CCA, W STEEL BATTERY BOX
- DAYTIME RUNNING LAMPS
- VOLTMETER

**AXLES & SUSPENSION:**

#### **FRONT:**

- STEEL FRONT AXLE AND SUSPENSION, MINIMUM 12,000 LBS. CAPACITY
- TAPER LEAF SPRINGS, PARABOLIC 12,000 LB. CAPACITY
- FRONT SHOCK ABSORBERS.
- FRONT STABILIZER BAR
- FRONT WHEEL OIL-LUBRICATED BEARINGS AND SEALS W/ SYNTHETIC LUBRICANT ADDED

#### **REAR**

- SINGLE SPEED REAR AXLE AND SUSPENSION, MINIMUM 21,000 LBS. CAPACITY.
- REAR AXLE RATIO 6.17, OR THE CLOSEST POSSIBLE RATIO AVAILABLE THAT WILL PROVIDE A MINIMUM TOP SPEED OF APPROXIMATELY 65 MPH.
- MULTI-LEAF SPRINGS 21,000 LB CAPABILITY
- DANA SPL 140 HEAVY DUTY DRIVESHAFT
- REAR AXLE LUBRICANT: SYNTHETIC FILL

#### **PERFORMANCE ITEMS:**

- FACTORY INSTALLED GAUGES: SPEEDOMETER; ODOMETER, AMMETER OR VOLTMETER, FUEL GAUGE, ENGINE OIL PRESSURE GAUGE, COOLANT TEMPERATURE GAUGE, TACHOMETER, AIR PRESSURE GAUGE AND DASH MOUNTED ENGINE HOUR METER.
- POWER STEERING.

#### **COMFORT ITEMS:**

- FACTORY INSTALLED AM-FM RADIO.
- AIR CONDITIONER WITH INTEGRAL HEATER AND DEFROSTER.
- ARM RESTS BOTH SIDES, IF AVAILABLE; SUN VISORS, BOTH SIDES.
- TINTED GLASS ALL WINDOWS, INCLUDING WINDSHIELD.

#### **SAFETY ITEMS:**

- AIR HORN(S), MOUNTED UNDER THE CAB OR HOOD, OR BEHIND THE FRONT BUMPER.
- STANDARD ELECTRIC HORN.
- OUTSIDE MIRRORS, LEFT AND RIGHT SIDE. MIRRORS TO BE SIX (6) X TWELVE (12) INCHES, MINIMUM, WITH 8 INCH CONVEX MIRRORS ON BOTH SIDES. MIRRORS AND BRACKETS SHALL BE OF RUST AND CORROSIVE RESISTANCE MATERIALS SUCH AS STAINLESS STEEL, ALUMINUM, COATED METALS OR COMPOSITE MATERIALS. PAINTED MIRRORS AND BRACKETS ARE NOT ACCEPTABLE. MUST PROVIDE A FIELD OF VISION FOR VEHICLES TO 102" WIDTH
- AUTOMATIC-ADJUSTABLE VOLUME BACKUP ALARM. MUST MEET LATEST ISSUE OF SAE J994, TYPE B, 107DB (A). FACTORY OR DEALER INSTALLED.
- RAIN FLAPS: SPLASH AND SPRAY SUPPRESSANT RAIN FLAPS, INSTALLED ON HEAVY-DUTY HANGERS. FACTORY OR DEALER INSTALLED, NO VENDOR ADVERTISING ON RAIN FLAPS.
- ALL ACCESS STEPS SHALL BE SELF-CLEANING SLIP-RESISTANT GRATING.
- DAYTIME RUNNING LIGHTS.

#### **BRAKES:**

- ABS AIR BRAKE SYSTEM, MINIMUM 13.2 CFM AIR COMPRESSOR.
- SPRING APPLIED PARKING BRAKE.
- FRONT AND REAR AUTOMATIC SLACK ADJUSTERS.
- FRONT AND REAR DUST SHIELDS.
- OUTBOARD MOUNTED BRAKE DRUMS, FRONT AND REAR, IF AVAILABLE. (NOTE: ALLOWS BRAKE REPAIR WITHOUT REMOVING AXLE HUBS.)

- LOW AIR PRESSURE WARNING INDICATOR.
- AIR DRYER WITH HEATER. BENDIX AD-9, AD-IP, AD-IS, WABCO SYSTEM SAVER 1200 OR APPROVED EQUIVALENT. (STATE AIR DRYER WITH HEATER TYPE.)

#### **TIRES & WHEELS:**

- SIX (6) 11R22.5H, TUBELESS, RADIAL TIRES GOODYEAR GGG1 OR EQUIVALENT
- ALL WHEELS TO BE ONE-PIECE STEEL DISC, 10-HOLE, I.S.O. HUB PILOT MOUNT, 22.5 INCH DIAMETER X 7.5 INCH WIDTH
- FRONT, INSIDE REAR AND OUTSIDE REAR WHEELS TO BE FULLY INTERCHANGEABLE.

#### **CHASSIS, FRAME, CAB:**

- MINIMUM 33,000 LBS. GVWR, FACTORY CERTIFIED. STATE GVWR LBS.
- MINIMUM 1,700,000 IN-LBS RBM FRAME. (STATE FRAME RBM IN-LBS.)
- WHEELBASE 254 INCHES, BUMPER-BACK OF CAB 146 INCH, MINIMUM, CAB-AXLE DIMENSION MUST BE 144 INCHES, "CLEAN FRAME" (STATE CAB/AXLE DIMENSION.)
- FACTORY INSTALLED FUEL TANK(S), MINIMUM 45 U.S. GALLONS. (STATE FUEL TANK(S) CAPACITY).
- FRONT TOW HOOKS OR TOW PINS.
- STANDARD FRONT BUMPER.
- TILT-TYPE HOOD AND FENDER ASSEMBLY.

#### **CAB EQUIPMENT:**

- BENCH FRONT SEAT AND FULL WIDTH REAR BENCH SEAT OR INDIVIDUAL DRIVER SEAT WITH TWO (2)-MAN PASSENGER SEAT AND FULL WIDTH REAR BENCH SEAT. FRONT AND REAR SEATS MUST MATCH IN COLOR. SEATS MUST HAVE THE SAME TYPE FABRIC AND PATTERN, IF AVAILABLE.
- GRAB HANDLE(S) FOR CAB ENTRY, LOCATED AT EACH ENTRY DOOR.
- MANUFACTURER'S STANDARD PAINT AND COLORS: FLEET WHITE EXTERIOR W/GRAY OF NEUTRAL INTERIOR

#### **WARRANTY:**

- STANDARD MFG. WARRANTY PERIOD: MINIMUM OF 2 YEARS
- DRIVETRAIN : MINIMUM 2 YEARS
- ENGINE : MINIMUM 250,000 MILES OR 10,000 ENGINE HOURS
- FRAME/CORROSION: MINIMUM 3 YEARS
- NOISE EMISSIONS: LIFETIME OF VEHICLE

#### **CONDITIONS:**

- BIDDER SHALL PROVIDE A MANUFACTURER'S PRINT-OUT TO VERIFY THE VEHICLE BID MEETS ALL THE REQUIREMENTS OF THIS SPECIFICATION. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT.
- WELDING SHALL NOT BE PERMITTED ON THE FRAME SIDE RAILS, NOR SHALL THE FRAME RAILS BE CUT TO LENGTHEN OR SHORTEN THE WHEELBASE. WHEELBASE MODIFICATIONS ARE ALLOWED ONLY BY SLIDING THE SUSPENSION WITH THE "AF" DIMENSION AFFECTED ACCORDINGLY (EXCESS LENGTH BEHIND THE REAR AXLE MAY BE CUT OFF AS REQUIRED). ANY WHEELBASE MODIFICATION SHALL RESULT IN A WHEELBASE AND FRAME COMBINATION THAT IS IDENTICAL TO ONE AVAILABLE FROM THE MANUFACTURER.
- BIDDER IS ADVISED THAT CAB AND CHASSIS WILL REQUIRE DELIVERY TO AUXILIARY BODY MANUFACTURER , TBD (POSSIBLY IN JACKSONVILLE, TEXAS)

**From:** "Drobot, Thomas (T.)" <TDROBOT@ford.com>  
**To:** windrow1@windrowfleetsales.com  
**Date:** 08/22/2016 03:08:01 EDT  
**Subject:** SEIC  
**Attachments:** [image001.png \(204KB\)](#), [Q-248 Revised PTO and SEIC Service Bulletin June 16 2016.pdf \(938KB\)](#)

Joe here is the E-Source clip for SEIC. This specifically mentions for stationary engine control but in the bullet points it mentions the embedded control strategy in the powertrain control module and the blunt wires the upfitter will use to program for PTO use, either in stationary or mobile mode. I also attached the most current service bulletin regarding PTO control. Hope this helps, let me know if you need anything else.

## Stationary Elevated Idle Control (SEIC)



Print



Bookmark

[Features](#) > [Performance/Handling](#) > [Transmissions](#)



FEATURES



- Acts as the "throttle kicker" when increased engine speed is needed
- Consists of strategy embedded in the powertrain control module (PCM) and a set of blunt-cut wires to command it
- Selling dealer will need to obtain a PTO controller or switch from an aftermarket provider
- "Upfitter Switches" (66S) may have one switch dedicated for PTO usage
- Engine speeds
  - 900 to 3000 rpm (6.7L diesel engine)
- Automatically locks the torque converter, sending power to the PTO gear when the operator turns on the PTO switch
- Instructions to upfitters for completing the SEIC/PTO circuitry can be found in the Truck Body Builders Layout Book at [fleet.ford.com/truckbbas](http://fleet.ford.com/truckbbas)



NOTE: For product features, please see Models & Packages and/or the Dealer Ordering Guide for availability.

### **Tom Drobot**

Product Order Support Specialist

Ford Commercial Truck

877-TRK-LINE (875-5463)

(313) 390-7530

Fax 866-402-3187

[tdrobot@ford.com](mailto:tdrobot@ford.com)



## Selected Options

Code	Description
<b>Base Vehicle</b>	
W7D	Base Vehicle Price (W7D)
<b>Engines</b>	
99E	6.7L Power Stroke V8 Turbo Diesel - 300 HP @ 2500 RPM, 700 lb-ft Torque @ 1800 RPM  Includes Engine Exhaust Brake and manual regen capability. Torque: 700 ft.lbs. @ 1800 rpm.  <i>Governed RPM: 3300. Includes CARB clean idle label - may be removed if un-necessary.</i>
425	50-State Emissions
916	Speed Limit - 65mph
<b>Transmissions</b>	
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision
41A	Transmission Power Take-Off Provision w/LiveDrive Capability
<b>Front Wheels &amp; Tires</b>	
647	Wheels, Front 22.5x7.5 White Powder Coated Steel, 10-Hole  <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 7.50 DC rims; with steel hubs</i>
TCD	Tires, Front Two 11R22.5H Goodyear G661 HSA (497 rev/mile)
<b>Rear Wheels &amp; Tires</b>	
667	Wheels, Rear 22.5x7.5 White Powder Coated Steel, 10-Hole  <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 7.50 DC rims; with steel hubs</i>
RCD	Tires, Rear Four 11R22.5H Goodyear G661 HSA (497 rev/mile)
<b>Brakes</b>	
67C	<b>Air Brakes - Straight Truck</b>  <i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection.</i>
62D	<b>Air Dryer, Bendix AD/IP w/Heater</b>  <i>Mounted left frame rail.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Options (cont'd)

Code	Description
<b>Front Axle and Suspension</b>	
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap <i>2-leaf, 62" x 3.15"</i>
15S	Front Stabilizer Bar
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil
<b>Rear Axle and Suspension</b>	
475	21,000 lb. Single Reduction - Open <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>
52P	Driveshaft Upgrade
68P	Multi-Leaf Springs - 21,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil
X6B	6.17 Axle Ratio
<b>Wheelbase</b>	
254WB	254" Wheelbase/144" CA/81" AF/374" OAL
<b>Frame</b>	
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI <i>1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).</i>
<b>Exhaust</b>	
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>
<b>Fuel Tanks</b>	
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection
<b>Electrical / Alternator / Battery</b>	
17A	200 Amp Denso SC5 Heavy Duty Alternator <i>Extra heavy duty 12 Volt.</i>
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Options (cont'd)

Code	Description
962	Daytime Running Lamps
16V	Voltmeter <i>Available in message center.</i>
<b>Seats</b>	
881	30/70 Fixed Driver & Fixed 2-Passenger Bench - Vinyl
87C	60/40 Rear Bench Seat w/Flip-Up Cushion and Fold-Down Back <i>Trim will match selected driver seat material.</i>
<b>Cab Interior</b>	
600A	Preferred Equipment Package 600A
588	Radio AM/FM Stereo w/Aux Audio Input Jack & Clock <i>With two speakers.</i>
<b>Cab Exterior</b>	
59A	Horn, Air - Black, Single Trumpet <i>Air solenoid operated, chassis mounted on rail back of bumper.</i>
54D	Mirrors, Dual - Rectangular, XL2020 - 102" Width w/Chrome Cap <i>Integral spot mirror, sail type, manual fold.</i>
<b>Miscellaneous</b>	
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Warranty - Selected Equipment & Specs

### Warranty

#### *Basic*

Distance	Unlimited miles	Months	24 months
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#### *Powertrain*

Distance	Unlimited miles	Months	24 months
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#### *Corrosion Perforation*

Distance	Unlimited miles	Months	60 months
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#### *Roadside Assistance*

Distance	Unlimited miles	Months	24 months
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#### *Diesel Engine*

Distance	250000 miles	Months	60 months
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#### *Transmission*

Distance	250000 miles	Months	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10935**

**County Administrator's Report 10. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Contract Award for Southwest Escambia County Sports Complex Restroom Facilities

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Contract Award for Southwest Escambia County Sports Complex Restroom Facilities - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board take the following action:

A. Approve the reallocation of funds from the Capital Improvement Program - Parks and Recreation Department, totaling \$250,000, from the Parks Development Project to the Southwest Sports Complex to fund the Restroom Facilities and any other expenses that might occur during the construction of these facilities. (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 350229); and

B. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Empire Builders Group, Inc., per the terms and conditions of PD 15-16.092, Southwest Escambia County Sports Complex Restroom Facilities, for a lump sum of \$169,496.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56201/56301, Project Number 08PR0102]

**BACKGROUND:**

The Southwest Sports Complex, located at 2020 Bauer Road, opened for youth sports leagues and activities in the summer of 2012. After 4 years, the complex continues to play home to multiple local youth sports such as soccer, lacrosse, football, cheerleading, tee-ball, baseball, and softball. In addition to the multiple sports leagues offered, the complex host multiple tournaments and events throughout the year. With continued growth and popularity of youth sports at this complex, it is recommended to provide an additional full use restroom that will provide a much safer and conducive location for the existing girls softball fields along with other sports played in this area within the facility.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 15, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Wednesday, August 24, 2016. Four firms were represented at that meeting. Bids were received from three contractors on Thursday, September 8, 2016. Empire Builders Group, Inc. is the low bidder.

**BUDGETARY IMPACT:**

Fund 352 LOST III, Cost Center 350229, Object Code 56201/56301, Project Number 08PR0102

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form A: Construction- A/E Designed.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The Southwest Sports Complex, located at 2020 Bauer Road, opened for youth sports leagues and activities in the summer of 2012. After 4 years, the complex continues to play home to multiple local youth sports such as soccer, lacrosse, football, cheerleading, tee-ball, baseball, and softball. In addition to the multiple sports leagues offered, the complex host multiple tournaments and events throughout the year. With continued growth and popularity of youth sports at this complex, it is recommended to provide an additional full use restroom that will provide a much safer and conducive location for the existing girls softball fields along with other sports played in this area within the facility.

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**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract A: Construction- A/E Designed and PO.

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**Attachments**

Agreement

Award Determination Checklist

## Bid Tabulation

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**STANDARD CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**EMPIRE BUILDERS GROUP, INC.**

**FOR**

**PD 15-16.092, SOUTHWEST ESCAMBIA COUNTY SPORTS COMPLEX RESTROOM  
FACILITIES**

FORM A: Construction- A/E Designed

**(Revised June 2016)**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
FORM A

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND EMPIRE BUILDERS GROUP, INC. FOR  
ARCHITECT/ENGINEER DESIGNED CONSTRUCTION  
CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Empire Builders Group, Inc. ("Contractor"), a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.092, Southwest Escambia County Sports Complex Restroom Facilities ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS.**

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
  
- B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
  
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK.**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT.**

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**One Hundred Sixty Nine Thousand Four Hundred Ninety Six Dollars**

**\$169,496.00**

#### **SECTION 4. BONDS.**

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. 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 as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

#### **SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Fifty (150) calendar days (herein "Contract Time").
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$150.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SECTION 6. EXHIBITS INCORPORATED.**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Owner Direct Purchases- FORM OF0205 (if applicable)
- Exhibit H: Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **[Description/Sheet No./Date]**
- Exhibit I: Technical Specifications **[Description/Date]**
- Exhibit J: Supplemental Terms and Conditions
- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

**SECTION 7. NOTICES.**

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management / DCAT  
 100 East Blount Street  
 Pensacola, Florida 32501  
 Attn: George C. Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Empire Builders Group, Inc.  
 3217 Tallship Lane  
 Pensacola, FL 32526  
 Attn: Michael Macchia

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 8. MODIFICATION.**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS.**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

**SECTION 11. NO WAIVER.**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT.**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY.**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Empire Builders Group, Inc. signing by and through its President, duly authorized to execute same.

**COUNTY:**  
**Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.**

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

BCC Approved: September 22, 2016

**CONTRACTOR:**  
**Empire Builders Group, Inc., a Florida Corporation, authorized to do business in the State of Florida.**

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: President

(Corporate Seal)

Date: \_\_\_\_\_

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

#### **Section 1. INTENT OF CONTRACT DOCUMENTS**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
  
- 1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
  
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
  
- 1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

#### **Section 2. INVESTIGATION AND UTILITIES**

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal,

handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **Section 3. SCHEDULE**

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

### **Section 4. PROGRESS PAYMENTS**

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and

materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

- 4.3.** If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4.** Contractor shall submit four (4) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

- 4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until

final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.
- 4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

**Section 5. PAYMENTS WITHHELD.**

- 5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether

relating to or arising out of this Agreement or any other agreement between Contractor and County.

**Section 6. FINAL PAYMENT**

- 6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

**Section 7. SUBMITTALS AND SUBSTITUTIONS**

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results

called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 7.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## **Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 8.1.** Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 8.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
  - 8.1.2.** Soil conditions which adversely affect the Work;
  - 8.1.3.** The hours of operation by Contractor's personnel and subcontractor's personnel;
  - 8.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site; and
- 8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**Section 9. CONTRACT TIME AND TIME EXTENSIONS**

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

- 9.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

**Section 10. CHANGES IN THE WORK**

- 10.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2.** A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual

equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

### **Section 11. CLAIMS AND DISPUTES**

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

### **Section 12. OTHER WORK**

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

- 12.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.
- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

### **Section 13. INDEMNIFICATION AND INSURANCE**

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance

companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4** All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.
- 13.6** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall

provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8** Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.
- 13.9** Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

#### **Section 14. COMPLIANCE WITH LAWS**

- 14.1.** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

#### **14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the

CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**Section 15. CLEANUP AND PROTECTIONS.**

- 15.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.
- 15.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

**Section 16. ASSIGNMENT**

- 16.1** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

**Section 17. PERMITS, LICENSES AND TAXES.**

- 17.1.** All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

**Section 18. TERMINATION FOR DEFAULT.**

- 18.1** Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or

refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

- 18.2** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3** If County deems any of the foregoing remedies necessary, Contractor agrees that 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 Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.
- 18.4** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

- 18.6** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

**Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

**Section 20. COMPLETION**

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or

satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

---

(Project Name and Address)

---

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 21. WARRANTY**

- 21.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year Warranty Period.

## **Section 22. TESTS AND INSPECTIONS**

- 22.1.** County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.
- 22.4.** The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 22.5.** Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.6.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

## **Section 23. DEFECTIVE WORK**

- 23.1.** Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not

limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

- 23.2.** If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to

exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

**Section 24. SUPERVISION AND SUPERINTENDENTS**

**24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

**Section 25. PROTECTION OF WORK**

- 25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**Section 26. EMERGENCIES**

**26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted

above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacment to the Contract Amount or an extension to the Contract Time.

**Section 27. USE OF PREMISES**

**27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

**Section 28. SAFETY**

**28.1.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

**28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;

**28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

**28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

**28.2** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

**28.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

**28.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 29. PROJECT MEETINGS.**

- 29.1.** Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_

\_\_\_\_\_

(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**BY THIS BOND**, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)  
\_\_\_\_\_ (hereinafter called the "Principal")

and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)  
located at \_\_\_\_\_, a surety insurer  
(Insert address and phone number)  
chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia  
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called  
the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our  
assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of  
improvement.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

#### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

#### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPB, CPPO, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

- (6)** In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during “off ‘hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7)** The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County’s Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County’s Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building’s fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8)** Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
    - (a)** The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

- (14)** The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.



CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**

**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

~ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_  
*Architect*

By: \_\_\_\_\_  
Owner

## EXHIBIT G

### SUPPLEMENTARY CONDITIONS

#### 1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Contractor
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. delivery dates as established by Contractor
- g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
- h. shipping, handling and insurance costs
- i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
- j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

- 1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.
- 1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.
- 1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.
- 1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.
- 1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently

defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

- 1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work
- 1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.
- 1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.
- 1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.
- 1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.
- 1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

- 1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.
- 1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- 1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

CERTIFICATE OF ENTITLEMENT

I, the undersigned authorized representative of \_\_\_\_\_ (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number, certify that the tangible personal property purchased on or after \_\_\_\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # \_\_\_\_\_ with \_\_\_\_\_ (Name of Contractor) for the building of \_\_\_\_\_.

I certify that the purchase of the materials contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

*You must initial each of the following requirements.*

\_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the materials the contractor will use in the identified public works.

\_\_\_\_ 2. The vendor's invoice is issued directly to Governmental Entity.

\_\_\_\_ 3. Payment of the vendor's invoice is made directly by Governmental Entity to the vendor from public funds.

\_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

\_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase.

I understand that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the materials purchased. If the Department of Revenue determines that the materials purchased tax-exempt by issuing this Certificate do not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to



(5) Contractors, including subcontractors, that manufacture or fabricate their own materials for incorporation into public works cannot be included in a governmental entity's direct purchase program and may not accept a Certificate of Entitlement. The contractor and subcontractors, not the governmental entity, are deemed to be the ultimate consumers of the articles of tangible personal property they manufacture or fabricate to perform their contracts and are liable for tax in the manner provided in subsection (10) of Rule 12A-1.051, F.A.C.

(6) through (8) No change.

Rulemaking Authority 212.08(6), 212.17(6), 212.18(2), 212.183, 213.06(1) FS. Law Implemented 212.02(4), (14), (15), (16), (19), (20), (21), 212.06(1), (2), (14), 212.07(1), 212.08(6), (7)(bbb), 212.085, 212.18(2), 212.183 FS., s. 8, Ch. 2010-138, L.O.F. History—New 6-3-80, Amended 11-15-82, Formerly 12A-1.94, Amended 1-2-89, 8-10-92, 6-28-04,

**RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)**

**SECTION 1**

**- GENERAL INFORMATION SECTION -**

Description: Southwest Escambia County Sports Complex Restroom Facilities  
Bid Number: PD 15-16.092  
Opening Date/Time: \_\_\_\_\_  
Purchasing Agent: Paul Nobles  
Client Department: Parks and Recreation Dept. Director/Designee: Michael Rhodes  
Protest Information: \_\_\_\_\_

**Note: Purchasing will advise of any Protest(s)**

Requisition # \_\_\_\_\_ Verify  
Fund: 352 (LOST III) Verify  
Cost Center: 350229 Verify  
Object Code: 56201/56301 Verify  
Project Number: 08PR0102 Verify

  
Digitally signed by Robin A Lambert  
DN: cn=Robin A Lambert, o=Public  
Works, ou=Engineering,  
email=rlambert@myescambia.com,  
c=US  
Date: 2016.09.08 15:40:39 -05'00'

**Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation**  Yes  No  
**Note: Attachments to Requisition shall Reference PD #** 15-16.092

Comments Applicable to General Information Section:

**SECTION 2**

**- RECOMMENDED AWARD SECTION -**

**(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)  
Award the contract to Empire Builders Group, Inc. per the conditions of PD 15-16.092 "Escambia County Sports Complex Restroom Facilities" in the  
amount of \$169,496.00

\_\_\_\_\_ Unit Price Extensions Checked by: \_\_\_\_\_  
(Signature)

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description: \_\_\_\_\_

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder  
Purchasing  Yes  No Client Department  Yes  No  
If Yes, Please Document in Space Provided: \_\_\_\_\_

**SECTION 3**

**-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval:   
(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval \_\_\_\_\_  
(Signature)

**Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR)  
Consent Agenda**





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10934** **County Administrator's Report 10.9.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Contract Award for Escambia County Main Jail Nurses Station Renovation

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Contract Award for Escambia County Main Jail Nurses Station Renovation - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board take the following action concerning the Agreement between Escambia County, Florida, and Birkshire Johnstone, LLC, per the terms and conditions of PD 15-16.079, Escambia County Main Jail Nurses Station Renovation:

- A. Approve and authorize the County Administrator to sign the Agreement, for a lump sum of \$188,400;
- B. Authorize the County Administrator to execute all related documents and Purchase Orders, for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater; and
- C. Approve allocating an additional \$51,000 to allow sufficient funds to be made available for the \$46,000 increase and an additional \$5,000 for a project contingency.

[Funding: Fund 352 LOST III, Cost Center 290407, Object Code 56201, Project Number 14SH2728]

**BACKGROUND:**

The Escambia County Medical Director and the Corrections Department requested a renovation project to modify existing space in the Main Jail's Infirmary to improve medical staff visibility and care of inmates in four (4) dedicated holding cells. On May 5, 2016, staff presented a conceptual sketch and an estimate of cost for modifications to the existing Nurses Station and the four holding cells. The estimated cost of this project was \$171,002.09 with \$142,692 being the estimated renovation cost. After receiving approval from the Board to proceed with this project, staff conducted several working group meetings with the Architect and Engineer, the Medical Director and the Corrections Medical Staff. At the conclusion of the working group meetings, the

architect developed a Probable Opinion of Cost estimate of \$140,679 for the renovation project.

Birkshire Johnstone, LLC bid was over the original estimate and the Probable Opinion of Cost by approximately \$46,000. The Architect advised staff that after the bid opening they had a discussion with Birkshire Johnstone to inquire about their bid amount. The General Contractor stated their cost reflects a recent across the board increase in security grade detention materials (doors and windows), a very labor intensive task of creating openings in the existing concrete walls for the new security glass and the security requirements and constraints of working in the Main Jail's Infirmary.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 1, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Monday, August 8, 2016. Four firms were represented at that meeting. Bids were received from three contractors on Tuesday, August 30, 2016. Birkshire Johnstone, LLC is the low bidder.

**BUDGETARY IMPACT:**

Funding: Fund 352 LOST III, Cost Center 290407, Object Code 56201, Project Number 14SH2728

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form A: Construction- A/E Designed.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The Escambia County Medical Director and the Corrections Department requested a renovation project to modify existing space in the Main Jail's Infirmary to improve medical staff visibility and care of inmates in four (4) dedicated holding cells. On May 5, 2016, staff presented a conceptual sketch and an estimate of cost for modifications to the existing Nurses Station and the four holding cells. The estimated cost of this project was \$171,002.09 with \$142,692 being the estimated renovation cost. After receiving approval from the Board to proceed with this project, staff conducted several working group meetings with the Architect and Engineer, the Medical Director and the Corrections Medical Staff. At the conclusion of the working group meetings, the architect developed a Probable Opinion of Cost estimate of \$140,679 for the renovation project.

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**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form A: Construction - A/E Designed, Purchase Orders and Owner Direct Purchases (ODP's).

---

**Attachments**

Bid Tab

Agreement for Nurses Station

Determination to Award

---



**STANDARD CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**BIRKSHIRE JOHNSTONE, LLC**

**FOR**

**PD 15-16.079, ESCAMBIA COUNTY MAIN JAIL NURSE STATION RENOVATION**

FORM A: Construction- A/E Designed

**(Revised June 2016)**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
FORM A

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015000 Temporary Facilities and Controls  
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Not Used  
Division 4 - Masonry  
042200 Concrete Unit Masonry  
Division 5 – Metals  
055000 Metal Fabrications  
Division 6 – Wood and Plastics  
064116 Plastic Laminate Faced Architectural Cabinets  
Division 7 – Thermal and Moisture Protection  
078413 Penetration Firestopping  
079200 Joint Sealants  
Division 8 – Doors and Windows  
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087100 Door Hardware  
088000 Glazing  
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092400 Cement Plastering  
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Not Used  
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Not Used  
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Not Used  
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16100 Electrical

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND BIRKSHIRE JOHNSTONE, LLC FOR  
ARCHITECT/ENGINEER DESIGNED CONSTRUCTION  
CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Birkshire Johnstone, LLC ("Contractor"), a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.079, Escambia County Main Jail Nurse Station Renovation ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS.**

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
  
- B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
  
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK.**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT.**

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**One Hundred Eighty Eight Thousand Four Hundred Dollars**

**\$188,400.00**

#### **SECTION 4. BONDS.**

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. 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 as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

#### **SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Eight (180) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Two Hundred Ten (210) calendar days (herein "Contract Time").
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$150.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SECTION 6. EXHIBITS INCORPORATED.**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Owner Direct Purchases- FORM OF0205 (if applicable)
- Exhibit H: Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows:
  - G001 COVER SHEET, DRAWING INDEX
  - G002 PHASING PLANS
  - ARCHITECTURAL
  - A101 DEMOLITION AND NEW WORK FLOOR PLANS
  - A201 REFLECTED CEILING PLAN, FINISH SCHEDULE, DETAILS
  - A601 CASEWORK ELEVATIONS AND DETAILS
  - A701 DOOR SCHEDULE AND DETAILS
  - PLUMBING
  - P101 PLUMBING DEMOLITION AND NEW WORK PLANS
  - ELECTRICAL
  - E101 LIGHTING DEMOLITION/NEW WORK PLANS, LEGEND, SCHEDULES, AND SINGLE LINE
  - E102 ELECTRICAL DEMOLITION AND NEW WORK PLANS
  - E103 ELECTRICAL SPECIFICATIONS
- Exhibit I: Technical Specifications
  - Division 1 – General Requirements
  - 011000 Summary
  - 012100 Allowances
  - 012500 Substitution Procedures
  - 013300 Submittal Procedures
  - 014500 Cutting and Patching
  - 015000 Temporary Facilities and Controls
  - 017700 Closeout Procedures
  - Division 2 – Existing Conditions
  - 024119 Selective Structure Demolition

Division 3 - Concrete

Not Used

Division 4 - Masonry

042200 Concrete Unit Masonry

Division 5 – Metals

055000 Metal Fabrications

Division 6 – Wood and Plastics

064116 Plastic Laminate Faced Architectural Cabinets

Division 7 – Thermal and Moisture Protection

078413 Penetration Firestopping

079200 Joint Sealants

Division 8 – Doors and Windows

083113 Access Door and Frames

087100 Door Hardware

088000 Glazing

Division 9 - Finishes

092216 Non-Structural Metal Framing

092400 Cement Plastering

092900 Gypsum Board

095123 Acoustical Tile Ceiling

096513 Resilient Base and Accessories

096516 Resilient Sheet Flooring

096723 Resinous Flooring and Patching

Division 10 - Specialties

Not Used

Division 11 - Equipment

111900 Basic Detention Equipment Requirements

111910 Detention Hollow Metal

111920 Detention Hardware

Division 12 - Furnishings

Not Used

Division 13 - Special Construction

Not Used

Division 14 - Conveying Systems

Not Used

Division 15 - Mechanical and Plumbing Systems

Division 16 - Electrical Systems

16100 Electrical

Exhibit J: Supplemental Terms and Conditions

Exhibit K: Federal Documents (if applicable)

Exhibit L: Solicitation Documents Index

**SECTION 7. NOTICES.**

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management / DCAT  
100 East Blount Street  
Pensacola, Florida 32501  
Attn: George C. Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Birkshire Johnstone, LLC  
10 Spruce Street  
Pensacola, FL 32505  
Attn: Chris Shearman

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 8. MODIFICATION.**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS.**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

**SECTION 11. NO WAIVER.**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT.**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the

execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY.**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Birkshire Johnstone, LLC signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

BCC Approved: September 22, 2016

**CONTRACTOR:**

**Birkshire Johnstone, LLC, a Florida Limited Liability Corporation, authorized to do business in the State of Florida.**

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_

Secretary

Its: President

(Corporate Seal)

Date: \_\_\_\_\_

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

#### **Section 1. INTENT OF CONTRACT DOCUMENTS**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

#### **Section 2. INVESTIGATION AND UTILITIES**

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal,

handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **Section 3. SCHEDULE**

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

### **Section 4. PROGRESS PAYMENTS**

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and

materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

- 4.3.** If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4.** Contractor shall submit four (4) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

- 4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until

final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.
- 4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

## **Section 5. PAYMENTS WITHHELD.**

- 5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether

relating to or arising out of this Agreement or any other agreement between Contractor and County.

**Section 6. FINAL PAYMENT**

- 6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

**Section 7. SUBMITTALS AND SUBSTITUTIONS**

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results

called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 7.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## **Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 8.1.** Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 8.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
  - 8.1.2.** Soil conditions which adversely affect the Work;
  - 8.1.3.** The hours of operation by Contractor's personnel and subcontractor's personnel;
  - 8.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site; and
- 8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

## **Section 9. CONTRACT TIME AND TIME EXTENSIONS**

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

- 9.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

#### **Section 10. CHANGES IN THE WORK**

- 10.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2.** A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual

equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

### **Section 11. CLAIMS AND DISPUTES**

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

### **Section 12. OTHER WORK**

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

- 12.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.
- 12.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

### **Section 13. INDEMNIFICATION AND INSURANCE**

- 13.1** Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance

companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4** All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.
- 13.6** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall

provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

- 13.7** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8** Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.
- 13.9** Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

#### **Section 14. COMPLIANCE WITH LAWS**

- 14.1.** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

#### **14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the

CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**Section 15. CLEANUP AND PROTECTIONS.**

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

**Section 16. ASSIGNMENT**

- 16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

**Section 17. PERMITS, LICENSES AND TAXES.**

- 17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

**Section 18. TERMINATION FOR DEFAULT.**

- 18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or

refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

- 18.2** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3** If County deems any of the foregoing remedies necessary, Contractor agrees that 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 Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.
- 18.4** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

- 18.6** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

## **Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

## **Section 20. COMPLETION**

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or

satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

---

(Project Name and Address)

---

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 21. WARRANTY**

- 21.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year Warranty Period.

## **Section 22. TESTS AND INSPECTIONS**

- 22.1.** County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.
- 22.4.** The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 22.5.** Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.6.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

## **Section 23. DEFECTIVE WORK**

- 23.1.** Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not

limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

- 23.2.** If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to

exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

**Section 24. SUPERVISION AND SUPERINTENDENTS**

**24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

**Section 25. PROTECTION OF WORK**

**25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

**25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**Section 26. EMERGENCIES**

**26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted

above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacment to the Contract Amount or an extension to the Contract Time.

**Section 27. USE OF PREMISES**

**27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

**Section 28. SAFETY**

**28.1.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

**28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;

**28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

**28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

**28.2** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

**28.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

**28.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 29. PROJECT MEETINGS.**

- 29.1.** Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_

\_\_\_\_\_

(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

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

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**BY THIS BOND**, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)  
\_\_\_\_\_ (hereinafter called the "Principal")

and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)  
located at \_\_\_\_\_, a surety insurer  
(Insert address and phone number)  
chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia  
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called  
the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our  
assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of  
improvement.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
 (Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

#### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

#### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPB, CPPO, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

- (6)** In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during “off” hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7)** The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County’s Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County’s Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building’s fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8)** Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
    - (a)** The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

- (14)** The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.



CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**

**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number \_\_\_\_\_ PD \_\_\_\_\_  
Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

~ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_  
*Architect*

By: \_\_\_\_\_  
Owner

## EXHIBIT G

### SUPPLEMENTARY CONDITIONS

#### 1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Contractor
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. delivery dates as established by Contractor
- g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
- h. shipping, handling and insurance costs
- i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
- j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

- 1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.
- 1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.
- 1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.
- 1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.
- 1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently

defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

- 1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work
- 1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.
- 1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.
- 1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.
- 1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.
- 1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

- 1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.
- 1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- 1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

CERTIFICATE OF ENTITLEMENT

I, the undersigned authorized representative of \_\_\_\_\_ (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number, certify that the tangible personal property purchased on or after \_\_\_\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # \_\_\_\_\_ with \_\_\_\_\_ (Name of Contractor) for the building of \_\_\_\_\_.

I certify that the purchase of the materials contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

*You must initial each of the following requirements.*

\_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the materials the contractor will use in the identified public works.

\_\_\_\_ 2. The vendor's invoice is issued directly to Governmental Entity.

\_\_\_\_ 3. Payment of the vendor's invoice is made directly by Governmental Entity to the vendor from public funds.

\_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

\_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase.

I understand that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the materials purchased. If the Department of Revenue determines that the materials purchased tax-exempt by issuing this Certificate do not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to



(5) Contractors, including subcontractors, that manufacture or fabricate their own materials for incorporation into public works cannot be included in a governmental entity's direct purchase program and may not accept a Certificate of Entitlement. The contractor and subcontractors, not the governmental entity, are deemed to be the ultimate consumers of the articles of tangible personal property they manufacture or fabricate to perform their contracts and are liable for tax in the manner provided in subsection (10) of Rule 12A-1.051, F.A.C.

(6) through (8) No change.

Rulemaking Authority 212.08(6), 212.17(6), 212.18(2), 212.183, 213.06(1) FS. Law Implemented 212.02(4), (14), (15), (16), (19), (20), (21), 212.06(1), (2), (14), 212.07(1), 212.08(6), (7)(bbb), 212.085, 212.18(2), 212.183 FS., s. 8, Ch. 2010-138, L.O.F. History—New 6-3-80, Amended 11-15-82, Formerly 12A-1.94, Amended 1-2-89, 8-10-92, 6-28-04,

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT I TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: ESCAMBIA COUNTY MAIN JAIL NURSES STATION RENOVATION  
Bid Number: PD 99-00-15-16-679  
Opening Date/Time: 8-30-16 @ 2:00 p.m.  
Purchasing Agent: Paul Nobles  
Client Department: Facilities Management Dept. Director/Designee: GEORGE BUSH  
Protest Information: \_\_\_\_\_  
**Note: Purchasing will advise of any Protest(s)**  
Requisition # TBD  
Fund: 352 LOST III  
Cost Center: 290407 DETENTION CAPITAL  
Object Code: 56201 BUILDINGS Project # 14SH2728  
Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation  Yes  No  
**Note: Attachments to Requisition shall Reference PD #**  
Comments Applicable to General Information Section: \_\_\_\_\_

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)  
TO AWARD BIRKSHIRE JOHNSTONE, LLC, THE CONTRACT FOR THE  
BASE BID OF \$ 188,400.00  
\_\_\_\_\_  
Unit Price Extensions Checked by: \_\_\_\_\_  
\_\_\_\_\_  
(Signature) (Date)  
**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**  
Corrections to Unit Price Extension(s) Description: \_\_\_\_\_  
\_\_\_\_\_  
Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder  
Purchasing  Yes  No Client Department  Yes  No  
If Yes, Please Document in Space Provided:  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 3 - CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: George C. Bush  
(Signature)  
**Note: Fax Immediately to Director or Designee if not at Public Opening.**  
Purchasing Manager/Designee Approval: \_\_\_\_\_  
(Signature)

- Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).  
Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10932** County Administrator's Report 10. 10.  
**BCC Regular Meeting** Budget & Finance Consent

**Meeting Date:** 09/22/2016

**Issue:** Contract Award for Traffic Signal Construction

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Contract Award for Traffic Signal Construction - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award the Contract between Escambia County, Florida and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.090, Traffic Signal Construction for an initial term of 12 months with two options for 12-month renewals, for a total of 36 months for an estimated annual expenditure of \$300,000.

[Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601]

**BACKGROUND:**

The legal advertisement for this Invitation to Bid was advertised in the Pensacola News Journal on Monday, August 8, 2016. Bids were received from two contractors on Friday, August 29, 2016. Ingram Signalization, Inc. is the low bidder.

**BUDGETARY IMPACT:**

Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was prepared by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 8, 2016. Bids were received from two contractors on Friday, August 29, 2016. Ingram Signalization, Inc. is the low bidder.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Agreement and Purchase Order.

---

**Attachments**

Bid Tabulation

Award Determination Checklist

Agreement w/Exhibits

---



RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: TRAFFIC SIGNAL CONSTRUCTION

Bid Number: PD 15-16.090

Opening Date/Time:

Purchasing Agent:

Client Department: PUBLIC WORKS / TTO

Dept. Director/Designee: COLBY BROWN

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund:

Cost Center:

Object Code:

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation  Yes  No

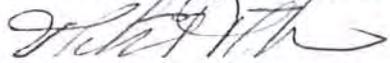
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by ROBERT PETERSON

(Signature)  (Date) 9/2/16

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

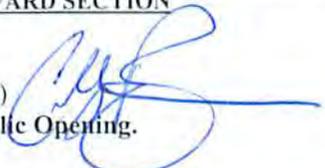
Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing  Yes  No Client Department  Yes  No

If Yes, Please Document in Space Provided:

SECTION 3 - CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: COLBY BROWN  
(Signature) 

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:  
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

**AGREEMENT RELATING TO  
TRAFFIC SIGNAL CONSTRUCTION PD15-16.090**

This Agreement is made and entered into 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 Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, on August 8, 2016, the County issued an Invitation to Bid relating to traffic signal construction services throughout Escambia County (PD 15-16.090); and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of traffic signal construction services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Services.** Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Traffic Signal Construction, Specification No. P.D. 15-16.090, 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 Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All 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.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or

exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to:  
Transportation and Traffic Division  
Attention: Program Director  
3363 West Park Place  
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

(SEAL)

**CONTRACTOR:  
INGRAM SIGNALIZATION, INC.**

ATTEST:

BY: \_\_\_\_\_  
William D. Wilson, Vice President

By: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

(SEAL)

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 2/10/16

## TRAFFIC SIGNAL CONSTRUCTION (PD15-16.090)

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition.
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest edition.

#### 1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities necessary to complete the work described in this specification.
- b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, shall apply.

#### 2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans or work order includes installation of County-furnished equipment, the COUNTY will provide such equipment to the CONTRACTOR when the construction progress allows or as designated in the plans or work order. The COUNTY will bear the costs of correcting any defects in the equipment stored prior to CONTRACTOR'S start date that was found by the CONTRACTOR. The CONTRACTOR will maintain the equipment in proper operational condition while in their possession at no cost to the COUNTY until either final acceptance or the equipment is returned to the COUNTY.



### **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Equipment that is removed and deemed by the COUNTY as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order or placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.
- b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

## **PART 3 - EXECUTION**

### **3.1 QUALIFICATIONS**

- a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, advanced traffic management systems (ATMS), closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Level II Traffic Signal Technician level, or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

### **3.2 OPERATIONS**

- a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by construction activity. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.
- b) All public land corners and monuments encountered shall be protected by the CONTRACTOR. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.
- c) The CONTRACTOR shall assume all costs associated with restoration of corners and monuments.
- d) The CONTRACTOR shall coordinate and perform service transfers and adjustments with Gulf Power Company.
- e) The CONTRACTOR shall remove all surplus materials from the right-of-way within 24 hours.
- f) The CONTRACTOR warrants his workmanship for one (1) year following conditional acceptance of the work.
- g) The CONTRACTOR agrees to correct any defect in workmanship within ten (10) business days of receipt of notice from the Contract Manager.

### **3.3 REPORTS**

- a) The CONTRACTOR shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.
- b) The CONTRACTOR shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet. Furnish the original certified data sheet to the Contract Manager.

### **3.4 COMPLETION TIME**

The CONTRACTOR shall complete work according to the schedule specified in the work order. Typically, completion time will be specified according to the schedule provided below.

- a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: Complete within 60 days.
- b) Construct new multi-phase traffic signal: Order equipment from vendors within ten (10) business days from work order issue date. Complete installation within 30 days upon receipt of all equipment from vendors.
- c) Install signal head and/or cable to create a left-turn phase: Complete within 30 days.
- d) Install new controller assembly: Order equipment from vendor within five (5) business days from work order issue date. Complete installation within 30 days upon receipt from vendor.
- e) Install pedestrian detector station (with or without signals): Complete within 30 days.
- f) Install new loop assembly: Complete within ten (10) business days.

### **CHARGES FOR NON-PERFORMANCE (Per Occurrence)**

Failure to comply with FDOT Maintenance of Traffic Standards      \$1000

### **3.5 INSPECTION AND ACCEPTANCE OF WORK**

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, shall apply unless otherwise specified in the work order.

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.090, TRAFFIC SIGNAL CONSTRUCTION, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and TRAFFIC SIGNAL CONSTRUCTION.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## **“Scope of Work” Summary:**

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of work orders which will identify a specific scope and location.

### **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

### **3. Bonds**

#### **Performance and Payment Bonds**

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: [pnobles@myescambia.com](mailto:pnobles@myescambia.com). Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County

Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor

for subcontract work.)

21. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered

primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)**

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 liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior 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.

## 23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**SOLICITATION OFFER AND BID FORM**

**ESCAMBIA COUNTY FLORIDA**

**SUBMIT OFFERS TO:**

**Paul Nobles, CPPO, CPPB, FCN, FCCM  
Senior 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)595-4980 Fax No: (850) 595-4805**

**Invitation to Bid**

**TRAFFIC SIGNAL CONSTRUCTION**

**SOLICITATION NUMBER: PD 15-16.090**

**SOLICITATION**

**MAILING DATE: Monday, August 8, 2016**

**PRE-BID CONFERENCE: N/A**

**OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 20 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 tabulations shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.**

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
59-0879719**

**TERMS OF PAYMENT:  
30 days**

**DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME: Ingram Signalization, Inc.**

**REASON FOR NO OFFER:**

**ADDRESS: 4522 North Davis Hwy.**

**CITY, ST. & ZIP: Pensacola, FL 32503**

**PHONE NO.: (850) 433-8266**

**EMAIL: DWilson@gulfnet**

**BID BOND ATTACHED S**

**I certify that this offer is made without prior understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all 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. All the County's directions such as payment shall be made and become effective at the time the County makes final payment to the offeror.**

**William D. Wilson Vice-President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER**

*(Signature)*  
**(TYPE OR PRINT NAME)**

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

**\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**BID FORM**

**In accordance with your "Invitation for Bids" and "Instructions to Bidders" for TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. hereby propose to provide at the following price:**

**Company**

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
830-2-11	Conduit - Open Trench	LF	6.00	100	600.00
830-2-12	Conduit - Directional Bore	LF	11.00	500	5,500.00
830-2-14	Conduit - Aboveground	LF	7.00	300	2,100.00
830-2-16	Conduit - Bridge Mount	LF	15.00	400	6,000.00
830-2-20	Conduit - Jack & Bore Under R/R	LF	20.00	400	8,000.00
832-7-1	Cable, Signal - New or Reconstructed	PI	5,000.00	5	25,000.00
832-7-2	Cable, Signal - Repair/Replace	LF	5.00	500	2,500.00
832-7-4	Cable, Signal - Adjust	PI	400.00	2	800.00

**Addendum #2**



FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
632-7-6	Cable, Signal - Remove Intersection	PI	1,000.00	6	6,000.00
633-1-111	Cable, Fiber Optic - Overhead - Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
633-1-112	Cable, Fiber Optic - Overhead - Multi Mode, 13-48 Fibers	LF	2.35	600	1,175.00
633-1-113	Cable, Fiber Optic - Overhead - Multi Mode, 49-88 Fibers	LF	3.25	500	1,625.00
633-1-114	Cable, Fiber Optic - Overhead - Multi Mode, 87-144 Fibers	LF	6.50	500	3,250.00
633-1-121	Cable, Fiber Optic - Underground - Multi Mode, 2-12 Fibers	LF	2.00	500	1,000.00
633-1-122	Cable, Fiber Optic - Underground - Multi Mode, 13-48 Fibers	LF	2.35	500	1,175.00
633-1-123	Cable, Fiber Optic - Underground - Multi Mode, 49-88 Fibers	LF	3.25	500	1,625.00
633-1-124	Cable, Fiber Optic - Underground - Multi Mode, 87-144 Fibers	LF	4.00	500	2,000.00
633-1-410	Cable, Fiber Optic - Overhead, Relocate	LF	3.00	500	1,500.00
633-1-420	Cable, Fiber Optic - Underground, Relocate	LF	3.00	500	1,500.00
633-2-31	Fiber Optic Connection - Splice	EA	45.00	5	225.00
633-2-32	Fiber Optic Connection - Termination	EA	45.00	5	225.00
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA	580.00	5	2,900.00
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA	150.00	5	750.00
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA	300.00	5	1,500.00
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA	155.00	5	775.00
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA	515.00	5	2,575.00
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel - Field Terminated	EA	600.00	5	3,000.00
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA	600.00	5	2,500.00
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA	300.00	5	1,500.00
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA	200.00	5	1,000.00
633-4-1	Cable Twisted Pair	LF	3.15	500	1,575.00
633-4-4	Cable Twisted Pair - Relocate	LF	5.00	500	2,500.00
634-4-161	Span Wire Assembly - Two Wire, Perpendicular	PI	1,500.00	1	1,500.00
634-4-162	Span Wire Assembly - Two Wire, Diagonal	PI	1,500.00	1	1,500.00
634-4-163	Span Wire Assembly - Two Wire, Box	PI	3,500.00	1	3,500.00
634-4-164	Span Wire Assembly - Two Wire, Other	PI	1,500.00	1	1,500.00
634-5-1	Fiberglass Insulator	LF	10.00	50	500.00
635-2-11	Pull and Splice Box - 13" x 24"	EA	550.00	20	11,000.00
635-2-12	Pull and Splice Box - 24" x 36"	EA	1,500.00	1	1,500.00
635-2-13	Pull and Splice Box - 30" x 60" Rectangular Or 36" Round	EA	3,000.00	1	3,000.00
635-3-12	Junction Box - Mounted	EA	225.00	1	225.00
639-1-112	Electrical Power Service - Overhead - Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
639-1-122	Electrical Power Service - Underground - Meter Base - Purchased by Contractor	AS	1,500.00	5	7,500.00
639-2-1	Electrical Service Wire	LF	2.00	500	1,000.00

FDOT BOB Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
639-3-11	Electrical Service Disconnect - Pole	EA	268.00	5	1,325.00
639-3-12	Electrical Service Disconnect - Cabinet	EA	268.00	5	1,325.00
639-3-60	Electrical Service Disconnect, Remove - Pole or Cabinet to Remain	EA	60.00	5	280.00
639-4-3	Emergency Generator - Portable - FDOT Furnished	EA	1,000.00	1	1,000.00
639-4-6	Emergency Generator - Portable - Monitor and Refuel	HR	10.00	40	400.00
641-1	Strain Poles Guying, Concrete	EA	300.00	1	300.00
641-2-11	Pre-stressed Concrete Pole, Type P-II Pedestal	EA	750.00	20	15,000.00
641-2-12	Pre-stressed Concrete Pole, Type P-II Service Pole	EA	750.00	5	3,750.00
641-2-13	Pre-stressed Concrete Pole, Type P-III	EA	3,750.00	5	18,750.00
641-2-14	Pre-stressed Concrete Pole, Type P-IV	EA	5,632.00	5	28,160.00
641-2-16	Pre-stressed Concrete Pole, Type P-V	EA	6,932.00	5	30,200.00
641-2-18	Pre-stressed Concrete Pole, Type P-VI	EA	6,800.00	5	34,000.00
641-2-17	Pre-stressed Concrete Pole, Type P-VII	EA	7,670.00	5	37,850.00
641-2-18	Pre-stressed Concrete Pole, Type P-VIII	EA	7,000.00	5	35,000.00
641-2-19	Pre-stressed Concrete Pole, Custom Design	EA	9,300.00	1	9,300.00
641-2-30	Pre-stressed Concrete Pole, Install	EA	3,500.00	1	3,500.00
641-2-60	Pre-stressed Concrete Pole, Complete Pole Removal, Pedestal/Service Pole	EA	200.00	1	200.00
641-2-70	Pre-stressed Concrete Pole, Shallow Pole Removal	EA	2,000.00	1	2,000.00
641-2-80	Pre-stressed Concrete Pole, Complete Pole Removal	EA	3,500.00	1	3,500.00
643-125	Strain Pole, Wood, 25'	EA	650.00	1	650.00
643-130	Strain Pole, Wood, 30'	EA	625.00	1	625.00
643-140	Strain Pole, Wood, 40'	EA	750.00	1	750.00
643-145	Strain Pole, Wood, 45'	EA	1,000.00	1	1,000.00
643-150	Strain Pole, Wood, 50'	EA	1,200.00	1	1,200.00
649-1-11	Aluminum Signal Pole, Pedestal	EA	600.00	1	600.00
649-1-12	Aluminum Signal Pole, Pedestal/Detector Post	EA	350.00	1	350.00
649-1-10	Steel Strain Pole, Pedestal	EA	800.00	20	16,000.00
649-1-11	Steel Strain Pole, Type PS-IV	EA	10,500.00	5	52,500.00
649-1-12	Steel Strain Pole, Type PS-V	EA	12,500.00	5	62,500.00
649-1-13	Steel Strain Pole, Type PS-VI	EA	14,300.00	5	71,500.00
649-1-14	Steel Strain Pole, Type PS-VII	EA	15,000.00	5	75,000.00 -
649-1-15	Steel Strain Pole, Type PS-VIII	EA	16,500.00	5	82,500.00 -
649-1-16	Steel Strain Pole, Type PS-IX	EA	20,500.00	5	102,500.00 -
649-31-101	Steel Mast Arm Assembly, (36')	EA	20,000.00	1	20,000.00 -
649-31-102	Steel Mast Arm Assembly, (40')	EA	22,000.00	1	22,000.00 -
649-31-103	Steel Mast Arm Assembly, (50')	EA	28,400.00	1	28,400.00
649-31-104	Steel Mast Arm Assembly, (70.5')	EA	32,000.00	1	32,000.00
649-31-105	Steel Mast Arm Assembly, (75')	EA	32,200.00	1	32,200.00
649-31-106	Steel Mast Arm Assembly, (36' w/Luminaire)	EA	23,865.00	1	23,865.00
649-31-107	Steel Mast Arm Assembly, (40' w/Luminaire)	EA	27,270.00	1	27,270.00
649-31-108	Steel Mast Arm Assembly, (50' w/Luminaire)	EA	33,284.00	1	33,284.00
649-31-109	Steel Mast Arm Assembly, (70.5' w/Luminaire)	EA	35,800.00	1	35,800.00
649-31-110	Steel Mast Arm Assembly, (36'-45')	EA	27,600.00	1	27,600.00
649-31-111	Steel Mast Arm Assembly, (36'-45')	EA	30,000.00	1	30,000.00
649-31-112	Steel Mast Arm Assembly, (36'-60')	EA	37,000.00	1	37,000.00

FDOT BOR Pay Item No.	Furnish and Install Rates	Unit	Unit Price	Est. Qty.	Extension
649-S1-113	Steel Mast Arm Assembly, (36'-70.5')	EA	33,600.00	1	33,600.00
649-S1-114	Steel Mast Arm Assembly, (46'-46')	EA	35,600.00	1	35,600.00
649-S1-115	Steel Mast Arm Assembly, (46'-60')	EA	38,900.00	1	38,900.00
649-S1-116	Steel Mast Arm Assembly, (46'-70.5')	EA	40,700.00	1	40,700.00
649-S1-117	Steel Mast Arm Assembly, (60'-60')	EA	41,500.00	1	41,500.00
649-S1-118	Steel Mast Arm Assembly, (60'-70.5')	EA	43,200.00	1	43,200.00
649-S1-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA	46,000.00	1	46,000.00
649-S0-300	Mast Arm, Remove Shallow Foundation, Bolt on Attachment	EA	1,500.00	1	1,500.00
649-S0-600	Mast Arm, Remove Deep/Complete Foundation, Bolt on Attachment	EA	3,500.00	1	3,500.00
650-1-11	Traffic Signal -- 1 Section, 1 Way, Aluminum	AS	600.00	6	3,600.00
650-1-24	Traffic Signal -- 3 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	750.00	30	22,500.00
650-1-28	Traffic Signal -- 4 Section, 1 Way, Polycarbonate, W/Aluminum Top	AS	635.00	8	4,175.00
650-1-29	Traffic Signal -- 5 Section, 1 Way, Polycarbonate, W/Aluminum Top (Cluster)	AS	1,200.00	20	24,000.00
650-1-34	Traffic Signal -- 3 Section, 1 Way, Polycarbonate	AS	750.00	10	7,500.00
650-1-39	Traffic Signal -- 4 Section, 1 Way, Polycarbonate	AS	650.00	10	6,500.00
650-1-38	Traffic Signal -- 5 Section, 1 Way, Polycarbonate (Straight)	AS	1,100.00	10	11,000.00
650-1-44	Traffic Signal -- 3 Section, 1 Way, Programmable	AS	4,550.00	1	4,550.00
650-1-60	Traffic Signal, Remove	AS	60.00	10	600.00
653-1-11	Pedestrian Signal -- LED, 1 Way, Countdown-Standard	EA	600.00	26	15,000.00
653-1-12	Pedestrian Signal -- LED, 2 Way, Countdown-Standard	EA	1,200.00	15	18,000.00
653-1-40	Pedestrian Signal, Relocate	EA	325.00	15	4,875.00
653-1-60	Pedestrian Signal, Remove Pedestrian Signal Pole/Pedestal to Remain	EA	60.00	16	750.00
654-1-20	In Roadway Light Assembly, Solar Powered, Complete	AS	30,000.00	10	300,000.00
654-2-21	Rectangular Rapid Flashing Beacon, Solar Powered Complete Single Direction	AS	6,650.00	10	66,500.00
654-2-22	Rectangular Rapid Flashing Beacon, Solar Powered Complete Back to Back	AS	5,775.00	10	57,750.00
660-1-101	Loop Detector -- Inductive, Type 1, 1 Channel, Relay Output, Shell Mounted	EA	150.00	10	1,500.00
660-1-102	Loop Detector -- Inductive, Type 2, 1 Channel, Relay Output, Shell Mounted, Delay	EA	200.00	10	2,000.00
660-1-103	Loop Detector -- Inductive, Type 3, 1 Channel, Solid State, Shell Mounted	EA	150.00	10	1,500.00
660-1-104	Loop Detector -- Inductive, Type 4, 1 Channel, Solid State, Shell Mounted, Delay	EA	200.00	10	2,000.00
660-1-105	Loop Detector -- Inductive, Type 5, 2 Channel, Solid State, Shell Mounted	EA	315.00	10	3,150.00
660-1-106	Loop Detector -- Inductive, Type 6, 2 Channel, Solid State, Shell Mounted, Delay	EA	315.00	10	3,150.00
660-1-107	Loop Detector -- Inductive, Type 7, 4 Channel, Solid State, Shell Mounted	EA	650.00	6	3,250.00
660-1-108	Loop Detector -- Inductive, Type 8, 4 Channel, Solid State, Shell Mounted, Delay	EA	650.00	6	3,250.00

FDOT BOB Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
660-1-100	Loop Detector -- Inductive, Type 8, 2 Channel, Solid State, Rack Mounted	EA	176.00	5	876.00
660-1-110	Loop Detector -- Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Delay	EA	216.00	5	1,076.00
660-1-111	Loop Detector -- Inductive, Type 11, 4 Channel, Solid State; Rack Mounted	EA	360.00	5	1,800.00
660-1-112	Loop Detector -- Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Delay	EA	450.00	5	2,250.00
660-2-101	Loop Assembly -- Type A - (8'x50')	AS	600.00	25	15,000.00
660-2-102	Loop Assembly -- Type B - (8'x5')	AS	600.00	25	15,000.00
660-2-108	Loop Assembly -- Type F - (8'x50')	AS	1,000.00	25	25,000.00
660-4-11	Vehicle Detection System-Video Cabinet Equipment	EA	17,000.00	1	17,000.00
660-4-12	Vehicle Detection System-Video Above Ground Equipment	EA	0,000.00	1	0,000.00
660-4-11	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA	1,000.000	1	1,000.00
660-4-12	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA	200.00	1	200.00
660-4-11	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA	450.00	1	450.00
665-1-11	Pedestrian Detector -- Standard	EA	160.00	10	1,600.00
665-1-12	Pedestrian Detector -- Accessible	EA	1,615.00	10	16,150.00
665-1-60	Pedestrian Detector -- Remove Pole/Pedestal to Remain	EA	20.00	10	200.00
670-4-1	Intersection Control Beacon Complete	AS	1,600.00	1	1,600.00
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS	21,700.00	5	108,500.00
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS	22,200.00	1	22,200.00
670-5-161	Traffic Controller Assembly, ATC, One Pre-emption Plan	AS	22,800.00	5	114,000.00
670-5-162	Traffic Controller Assembly, ATC, Two Pre-emption Plans	AS	22,800.00	1	22,800.00
670-5-400	Traffic Controller Assembly, Modify	AS	400.00	1	400.00
670-5-600	Traffic Controller Assembly, Relocate Controller w/ Cabinet	AS	2,600.00	1	2,600.00
670-5-600	Traffic Controller Assembly, Remove Controller w/ Cabinet	AS	155.00	1	155.00
671-2-11	Traffic Controller Without Cabinet -- In Existing Cabinet, NEMA	EA	4,750.00	10	47,500.00
671-2-30	Traffic Controller, Install	EA	675.00	5	3,375.00
671-2-40	Traffic Controller, Modify	EA	325.00	1	325.00
671-2-60	Traffic Controller, Relocate -- Without Cabinet	EA	400.00	1	400.00
671-2-60	Traffic Controller, Remove -- Cabinet to Remain	EA	100.00	5	500.00
678-2-300	ITS Cabinet, Install	EA	700.00	2	1,400.00
678-2-600	ITS Cabinet, Remove	EA	155.00	2	310.00
682-1-119	ITS CCTV Camera, Dome PTZ Enclosure -- Pressurized, IP, HD	EA	5,535.00	2	11,070.00
682-1-300	ITS CCTV Camera, Install	EA	300.00	2	600.00
682-1-400	ITS CCTV Camera, Relocate	EA	550.00	2	1,100.00
684-1-1	Managed Field Ethernet Switch, F&I	EA	2,500.00	5	12,500.00
684-1-3	Managed Field Ethernet Switch, Install	EA	500.00	5	2,500.00

FDOT BOE Pay Item No.	Furnish and Install Rates:	Unit	Unit Price	Est. Qty.	Extension
684-3-11	Digital Video Encoder, w/ Software Encoder, Hardened Encoder	EA	3,600.00	5	17,600.00
684-3-31	Digital Video Encoder, w/ Software Encoder, Install, Hardened Encoder	EA	500.00	5	2,500.00
684-5-1	Media Converter	EA	3,760.00	5	16,760.00
684-5-3	Media Converter, Install	EA	800.00	5	4,000.00
684-6-11	Wireless Communication Device, Ethernet Access Point	EA	3,500.00	5	17,500.00
684-6-12	Wireless Communication Device, Ethernet Subscriber Unit	EA	4,000.00	5	20,000.00
684-6-13	Wireless Communication Device, Serial Data Unit	EA	1,800.00	5	9,000.00
686-1-13	Uninterruptible Power Supply, Line Interactive w/ Cabinet	EA	7,745.00	5	38,725.00
686-1-14	Uninterruptible Power Supply, Online/Double Conversion w/ Cabinet	EA	11,000.00	5	55,000.00
700-5-21	Internally Illuminated Sign, Overhead Mount, Up to 12 Sq Ft	EA	2,595.00	5	12,925.00
700-5-22	Internally Illuminated Sign, Overhead Mount, 12-18 Sq Ft	EA	3,020.00	5	15,100.00
700-11-161	Electronic Display Sign, Grd/ML AC/Powered w/S.F.B. & Flashing Beacons	AS	2,500.00	5	12,500.00
700-11-261	Electronic Display Sign, Grd/ML Solar/Powered w/S.F.B. & Flashing Beacons	AS	2,600.00	5	13,000.00
700-12-11	Sign Beacon, Ground Mount - AC Powered, One Beacon	AS	3,500.00	10	35,000.00
700-12-12	Sign Beacon, Ground Mount - AC Powered, Two Beacon	AS	3,800.00	10	38,000.00
700-12-21	Sign Beacon, Ground Mount - Solar Powered, One Beacon	AS	4,700.00	10	47,000.00
700-12-22	Sign Beacon, Ground Mount - Solar Powered, Two Beacon	AS	6,100.00	10	61,000.00
			<b>TOTAL</b>	\$	<b>2,907,789.00</b>

**NOTES**

1. All Bid Rates are furnished and installed unless otherwise noted.
2. Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.
3. The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers COUNTY a better value based upon the reliability, quality of service, or product of such other bidder. In the event COUNTY awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.mycscambin.com/business/solicitations>



CLAUDIA SIMMONS  
*Purchasing Manager*

August 23, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Traffic Signal Construction  
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

2. Clarifications

**Pay Item – 630-2-11 – Open Trench**

What is the size of the conduits that is to be installed? 2"

How many conduits to be installed? Varies

**Pay Item – 630-2-12 – Directional Bore**

What is the size of the conduits that is to be installed? 2"

How many conduits to be installed? Varies

**Pay Item – 630-2-14 - Aboveground**

What is the size of the conduits that is to be installed? 2"

How many conduits to be installed? Varies

What type of conduit is to be installed? (PVC or Galvanized Rigid)? Galvanized Rigid

**Pay Item – 630-2-15 – Bridge Mount**

What is the size of the conduits that is to be installed? 2"

How many conduits to be installed? Varies

What type of conduit is to be installed? (PVC, Galvanized Rigid, or Fiberglass)?

Galvanized Rigid

**Pay Item – 630-2-15 – Jack & Bore Under R/R**

What is the size of the conduits that is to be installed? Standard 6" Sleeve

How many conduits to be installed? 1

**Pay Items – 633-1-111 through 633-1-124.**

Please clarify which is correct. Multi-mode fiber optic cable or Single mode fiber optic cable? Single mode fiber optic cable

**Pay Items – 635-2-11, 635-2-12, 635-2-13**

Does the county require concrete collars around pull boxes? Yes, unless in sidewalk, all pull boxes installed per FDOT DS Index 17700

**Pay Item – 639-2-1**

What size of service wire shall be assumed for this estimate? AWG #6

**Pay Item – 639-4-3**

What size of generator is the county requiring to be furnished? 7000 Watt +/-

**Pay Items - 700-12-21 & 700-12-22**

What size solar panel? Typical 21"x 33"

What size battery? Varies 55 amp hour and 105 amp hour

What size pole? 4.5 " OD and some 3"

Is the base a pedestal base or slip base? Both

Are all of the beacons YELLOW? Majorly "Yellow" some "Red" stop beacons

Is the solar panel top of pole mount or side of pole mount? Varies majority side mount some "Carmanah" Top

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Paul Nobles, CPPO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED:  \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

313 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591

PENSACOLA, FL 32591-1591

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(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.mvscambila.com/business/solicitations>



CLAUDIA SIMMONS  
Purchasing Manager

August 25, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

Re: Traffic Signal Construction  
Specification Number: PD 15-16.090

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form – Quantities have change in the following items.

632-7-1, Cable, Signal - New or Reconstructed

632-7-6, Cable, Signal – Remove Intersection

See attached revised bid form page #1.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

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

Paul Nobles, CFPO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN

**SOLICITATION OFFER AND BID FORM**

**ESCAMBIA COUNTY FLORIDA**

**SUBMIT OFFERS TO:**

**Paul Nobles, CPPO, CPPB, FCN, FCCM  
Senior 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)595-4980 Fax No: (850) 595-4805**

**Invitation to Bid**

**TRAFFIC SIGNAL CONSTRUCTION**

**SOLICITATION NUMBER: PD 15-16.090**

**SOLICITATION**

**MAILING DATE: Monday, August 8, 2016**

**PRE-BID CONFERENCE: N/A**

**OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 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 (7) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER**

**REASON FOR NO OFFER:**

**VENDOR NAME: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**CITY, ST. & ZIP: \_\_\_\_\_**

**PHONE NO.: (\_\_\_\_) \_\_\_\_\_**

**BID BOND ATTACHED \$ \_\_\_\_\_**

**EMAIL: \_\_\_\_\_**

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(TYPED OR PRINTED)**

**SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)**

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 to 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.

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**BID FORM**

**In accordance with your "Invitation for Bids" and "Instructions to Bidders" for TRAFFIC SIGNAL CONSTRUCTION PD 15-16.090, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, \_\_\_\_\_ hereby propose to provide at the following price:**

**Company**

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
630-2-11	Conduit - Open Trench	LF		100	
630-2-12	Conduit - Directional Bore	LF		500	
630-2-14	Conduit - Aboveground	LF		300	
630-2-15	Conduit - Bridge Mount	LF		400	
630-2-20	Conduit - Jack & Bore Under R/R	LF		400	
632-7-1	Cable, Signal - New or Reconstructed	PI		5	
632-7-2	Cable, Signal - Repair/Replace	LF		500	
632-7-4	Cable, Signal - Adjust	PI		2	

<b>FDOT BOE Pay Item No.</b>	<b>Furnish and Install Rates:</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Extension</b>
632-7-6	Cable, Signal – Remove Intersection	PI		5	
633-1-111	Cable, Fiber Optic – Overhead -Multi Mode, 2-12 Fibers	LF		500	
633-1-112	Cable, Fiber Optic – Overhead -Multi Mode, 13-48 Fibers	LF		500	
633-1-113	Cable, Fiber Optic – Overhead -Multi Mode, 49-96 Fibers	LF		500	
633-1-114	Cable, Fiber Optic – Overhead -Multi Mode, 97-144 Fibers	LF		500	
633-1-121	Cable, Fiber Optic –Underground - Multi Mode, 2-12 Fibers	LF		500	
633-1-122	Cable, Fiber Optic –Underground - Multi Mode, 13- 48 Fibers	LF		500	
633-1-123	Cable, Fiber Optic –Underground - Multi Mode, 49- 96 Fibers	LF		500	
633-1-124	Cable, Fiber Optic –Underground - Multi Mode, 97- 144 Fibers	LF		500	
633-1-410	Cable, Fiber Optic – Overhead, Relocate	LF		500	
633-1-420	Cable, Fiber Optic –Underground, Relocate	LF		500	
633-2-31	Fiber Optic Connection–Splice	EA		5	
633-2-32	Fiber Optic Connection–Termination	EA		5	
633-3-11	Fiber Optic Connection Hardware, Splice Enclosure	EA		5	
633-3-12	Fiber Optic Connection Hardware, Splice Tray	EA		5	
633-3-13	Fiber Optic Connection Hardware, Pre-terminated Connector Assembly	EA		5	
633-3-14	Fiber Optic Connection Hardware, Buffer Tube Fan Out Kit	EA		5	
633-3-15	Fiber Optic Connection Hardware, Pre-terminated Patch Panel	EA		5	
633-3-16	Fiber Optic Connection Hardware, Pre-terminated Patch Panel – Field Terminated	EA		5	
633-3-17	Fiber Optic Connection Hardware, Connector Panel	EA		5	
633-3-41	Fiber Optic Connection Hardware, Relocate Splice Enclosure	EA		5	
633-3-42	Fiber Optic Connection Hardware, Relocate Splice Tray	EA		5	
633-4-1	Cable Twisted Pair	LF		500	
633-4-4	Cable Twisted Pair- Relocate	LF		500	
634-4-151	Span Wire Assembly – Two Wire, Perpendicular	PI		1	
634-4-152	Span Wire Assembly – Two Wire, Diagonal	PI		1	
634-4-153	Span Wire Assembly – Two Wire, Box	PI		1	
634-4-154	Span Wire Assembly – Two Wire, Other	PI		1	
634-5-1	Fiberglass Insulator	LF		50	
635-2-11	Pull and Splice Box – 13" x 24"	EA		20	
635-2-12	Pull and Splice Box – 24" x 36"	EA		1	
635-2-13	Pull and Splice Box – 30" x 60" Rectangular Or 36" Round	EA		1	
635-3-12	Junction Box-Mounted	EA		1	
639-1-112	Electrical Power Service – Overhead-Meter Base - Purchased by Contractor	AS		5	
639-1-122	Electrical Power Service – Underground-Meter Base - Purchased by Contractor	AS		5	
639-2-1	Electrical Service Wire	LF		500	



This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The legal advertisement for this Invitation to Bid was advertised in the Pensacola News Journal on Monday, August 8, 2016. One bid was received on Friday, August 29, 2016. The bid from Ingram Signalization Inc. was accepted by the Traffic Department.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Agreement and Purchase Order.

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**Attachments**

Agreement w/exhibits

Bid Tabulation

Determination to Award

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**AGREEMENT RELATING TO STREET AND NAVIGATION  
LIGHTING MAINTENANCE AND REPAIR PD15-16.089**

This Agreement is made and entered into 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 Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, on August 8, 2016, the County issued an Invitation to Bid relating to street and navigation lighting maintenance and repair services throughout Escambia County (PD 15-16.089); and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of street and navigation lighting maintenance and repair services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
  
2. **Term**. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
  
3. **Scope of Services**. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Street and Navigation Lighting Maintenance and Repair Services, Specification No. P.D. 15-16.089, 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 Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All 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.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties

understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to:  
Transportation and Traffic Division  
Attention: Program Director  
3363 West Park Place  
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such

case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed

against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

(SEAL)

**CONTRACTOR:  
INGRAM SIGNALIZATION, INC.**

ATTEST:

BY: \_\_\_\_\_  
William D. Wilson, Vice President

By: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

(SEAL)

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/6/16

**MAINTENANCE OF STREET AND NAVIGATION LIGHTS (PD15-16.089)**

**1. DEFINITIONS:**

For the purpose of this Agreement, the following terms shall be defined as follows:

**1.1 ADMINISTRATOR.**

Whenever the term ADMINISTRATOR is used herein, it is intended to mean the County Administrator of Escambia County, or his designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

**1.2 BOARD OF COUNTY COMMISSIONERS.**

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

**1.3 CONTRACTOR.**

The CONTRACTOR selected to perform the services pursuant to this Agreement.

**1.4 COUNTY.**

Escambia County, a political subdivision of the State of Florida.

**1.5 PROGRAM DIRECTOR.**

The PROGRAM DIRECTOR of the Transportation and Traffic Operations Division, or designee.

**1.6 MAINTENANCE.**

Work involving inspection, adjustment, repair, and replacement of street lights, navigation lights and vertical clearance gauge lights.

**1.7 STREET LIGHT.**

An electric power-operated device by which the surface of streets, roads, and bridges are lighted. Appurtenances such as poles, luminaries, conduit, and photo-electric cells are considered to be part of street lights for purpose of this contract.

**1.8 NAVIGATION LIGHT.**

Electric power-operated devices by which marine traffic is warned and guided. Appurtenances such as stanchions, conduit, and photo-electric cells are considered part of a navigation light for the purpose of this contract.

**1.9 VERTICAL CLEARANCE GAUGE LIGHT.**

An electric powered spotlight that illuminates a vertical clearance gauge for marine vessels proceeding under a bridge. Appurtenances such as support arms, conduit, and photo-electric cells are considered part of a vertical clearance gauge light for the purpose of this contract.

**2. SCOPE OF WORK:**



The scope of work under this contract involves the preventive and response maintenance of street and navigation lights throughout Escambia County. A list of the lights to be maintained is presented below. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

### **3. CONTRACTOR:**

#### **3.1 The CONTRACTOR shall perform the following SCOPE OF WORK:**

- 3.1.1** Furnish all transportation, plant, labor, materials, signs, supplies, equipment, and other facilities necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with, the applicable plans, specifications and addenda prepared by the PROGRAM DIRECTOR and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract, and shall perform all other obligations imposed by the contract. The COUNTY will not be responsible for furnishing any equipment or material to the CONTRACTOR. However, the COUNTY may choose to furnish specific parts and equipment to the CONTRACTOR. If parts and/or equipment are furnished, the CONTRACTOR may be required to sign a receipt for the equipment and safeguard the equipment until it is installed.
- 3.1.2** Provide 24-hour service for the repair of navigation lights. After-hours servicing of navigation lights will be coordinated with the Escambia County Sheriffs' Office and Escambia County Road Department. The CONTRACTOR will provide and maintain a telephone number where he, or his designee, can be reached on a 24-hour basis during the term of this contract. In the event the CONTRACTOR may anticipate in advance that he will be unavailable for any period of time, at such number, he shall so notify the PROGRAM DIRECTOR. If the CONTRACTOR will be available at any other number not on file with the COUNTY, the CONTRACTOR shall so notify the PROGRAM DIRECTOR, it being the intent of the parties that the CONTRACTOR shall, to the extent practicable, take all reasonable steps to assure his availability for services on an emergency basis.
- 3.1.3** The CONTRACTOR has a sufficient amount of prior satisfactory electrical experience to perform all of the work specified in this contract.
- 3.1.4** Persons installing, operating and maintaining such equipment be fully trained and qualified and the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.
- 3.1.5** Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any technician that uses profane or abusive language either verbal or bodily, or that interferes with the work of a county or state inspector or disobeys the instructions of the PROGRAM DIRECTOR shall be immediately and permanently discharged from work on this contract.

- 3.1.6** Keep, in stock, a sufficient number of spare luminaries, navigation beacons lenses, lamps, etc., to permit uninterrupted operation of street and navigation lights. Parts and equipment shall be on hand and readily available to the CONTRACTOR to comply with the performance standards and to adequately ensure the public safety.
- 3.1.7** Store, safeguard and maintain a written inventory of spare equipment, which is owned by the COUNTY. The PROGRAM DIRECTOR may retrieve any County-owned equipment from the CONTRACTOR at any time during normal business hours. The PROGRAM DIRECTOR may request a copy of the current inventory list from the CONTRACTOR at any time and the CONTRACTOR shall produce the list within two working days. At the end of the contract, the PROGRAM DIRECTOR may retrieve County-owned equipment from the CONTRACTOR or relinquish any such equipment to the CONTRACTOR.
- 3.1.8** Comply with Florida Department of Transportation (FDOT) work site safety and maintenance of traffic standards. Reference documents include:
- a) FDOT, Standard Specifications for Road and Bridge Construction, Section 10 (latest edition).
  - b) United States Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1e-1989), Part VI (latest edition).
  - c) Where excavations occur in sidewalks or other pedestrian ways, the CONTRACTOR shall provide a safe and orderly pedestrian passage over or around the excavation area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations, nor cause the pedestrians to walk upon unsuitable or hazardous surfaces.
  - d) At the end of each workday, and at all other times when construction operations are suspended, all equipment, materials, and other obstructions, shall be removed from the portion of the right-of-way normally open to traffic.
  - e) The CONTRACTOR shall assume all costs associated with the purchase or lease of materials and equipment needed to comply with safety standards, including arrow displays.
- 3.1.9** Coordinate with Gulf Power Company any and all transfers and adjustments of electrical service. The COUNTY shall pay fees charged by Gulf Power.
- 3.1.10** Replace, at the CONTRACTOR'S expense, sidewalk slabs, driveway slabs, and any other items, if they are damaged by maintenance activity. If damaged prior to arrival on-site, the cost of such replacement, if approved by the COUNTY, may be charged to the COUNTY under time and material rates. The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work being performed and after work is performed. These photos shall be electronically submitted with the invoice.
- 3.1.11** The CONTRACTOR shall protect all public land corners and monuments, which may be encountered during maintenance. Corners and monuments in conflict with work and in danger of being destroyed, damaged, or covered, shall be properly referenced by a Florida Registered Land Surveyor prior to

beginning work at that site. The CONTRACTOR shall retain the Land Surveyor to reference and restore, upon completion of the work, all such corners and monuments. The CONTRACTOR shall assume all costs associated with the restoration of such corners and monuments.

**3.2 BASE RATE SERVICES shall include the following:**

**3.2.1 PREVENTIVE MAINTENANCE SERVICES**

The CONTRACTOR shall establish and perform a monthly/bi-monthly (once every 2 months) preventive maintenance schedule for all items provided herein. Monthly service shall be performed for each navigation and vertical clearance gauge light, and a bi-monthly preventive maintenance service for the streetlights on the Bob Sikes Bridge. CONTRACTOR shall develop a preventive maintenance checklist, which includes, at a minimum, all of the issues and items listed below. The maintenance schedule related to all items on the Bob Sikes Bridge shall be coordinated with the Bob Sikes Toll Facility Program Manager.

The checklist shall be approved by the PROGRAM DIRECTOR. An electrician, employed by the CONTRACTOR, shall complete a checklist for each light during each monthly/bi-monthly preventive maintenance service. The electrician who performs the service shall sign the checklist certifying that all specified work was completed. The checklist shall be forwarded electronically to the PROGRAM DIRECTOR with each monthly invoice. Toll fees associated with this work shall be incorporated in the base rate.

**3.2.2 LOCATE LIGHTING EQUIPMENT**

The CONTRACTOR shall perform utility locates for lights and appurtenances whenever reasonably requested by the PROGRAM DIRECTOR, utility companies, other CONTRACTORS, and the FDOT.

**3.2.3 ADJUSTMENTS AND MINOR REPAIRS**

The CONTRACTOR shall perform the adjustments and minor repairs listed below as part of the Base Rate Services, if they are performed during preventive maintenance services.

- a) Adjustments to sensors.
- b) All inspections, repairs, replacements, and adjustments, which use equipment/parts with a unit value of less than ten dollars (\$10.00).

**3.3 REPAIR RATES shall include the following:**

**3.3.1 SERVICE CALLS**

Responses to service calls and subsequent repairs, which may be necessary, shall be charged according to the Contractor's Rate Schedule. Parts and materials shall be charged only if repairs include material and parts with a value of at least ten dollars (\$10.00). Toll fees associated with this work shall be incorporated in the service truck rate.

**3.3.2 VANDALISM, STORM DAMAGE, AND VEHICLE COLLISIONS**

The CONTRACTOR shall repair all damage to lights as a result of vandalism, storm damage, and vehicle collisions. Such repairs shall be considered

service calls and shall be charged according to the hourly rates and parts/materials rate schedule.

#### **4. DOCUMENTATION:**

The CONTRACTOR shall produce the documentation described below to the PROGRAM DIRECTOR in an electronic format.

- 4.1 The monthly preventive maintenance invoice shall be accompanied by the preventive maintenance checklist and responses to correspondence from the PROGRAM DIRECTOR.
- 4.2 Service call invoices shall be accompanied by the following documentation:
  - 4.2.1 Work orders showing all labor hours, truck hours, parts, and materials used.
  - 4.2.2 Vendor invoices showing parts, materials, and/or equipment charged.
  - 4.2.3 All equipment, which is furnished by the COUNTY and installed by the CONTRACTOR, shall be identified as "County-furnished" on the work order.

#### **5. RECORDS AND PERFORMANCE STANDARDS:**

##### **5.1 RECORDS**

- 5.1.1 Maintenance and inventory records created by the CONTRACTOR shall become joint property of the COUNTY. CONTRACTOR shall furnish an electronic copy of all records requested to and by the PROGRAM DIRECTOR.
- 5.1.2 Maintenance Records: The CONTRACTOR shall keep orderly, accurate and up-to-date records of all work performed under this contract. Maintenance records shall include the following information:
  - a) Maintenance record number;
  - b) Type of malfunction reported, agency or person making notification, technician responding to notification, and problem found;
  - c) Dates and times of notification, arrival at the site, and completion of repairs;
  - d) Description of work performed, materials used, equipment used, and labor hours;
  - e) Location and light identification number.

##### **5.2 PERFORMANCE STANDARDS:**

###### **5.2.1 RESPONSE TIMES**

The CONTRACTOR agrees to have a technician at the site of the work to be performed, according to the schedule below, after the receipt of maintenance request. If the CONTRACTOR is already performing maintenance work on another light covered by this contract, then the CONTRACTOR shall respond immediately upon completion of the work in progress. If the CONTRACTOR

fails to respond within the times specified in the schedule, in addition to the charges for non-performance set forth in the schedule, the COUNTY may exercise the right to have the work performed by another licensed electrical CONTRACTOR and charge back to the CONTRACTOR the cost so incurred, plus 10%.

**5.2.2 RESPONSE TIME SCHEDULE**

**a) NAVIGATION LIGHTS**

The CONTRACTOR agrees to have a technician at the site of the work to be performed within 90 minutes after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or call service, to correct malfunction or dark light.

**b) VERTICAL CLEARANCE GAUGE LIGHTS**

The CONTRACTOR agrees to have a technician at the site of the work to be performed within 90 minutes after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or call service, to correct malfunction or dark light.

**c) STREETLIGHTS**

The CONTRACTOR agrees to have a technician at the site of the work to be performed within forty-eight (48) hours after receipt of notice from the PROGRAM DIRECTOR or a call service, to correct malfunction or dark light.

**d) EMERGENCY**

When the PROGRAM DIRECTOR determines that an emergency or dangerous situation exists, the CONTRACTOR shall respond within 30 minutes of notification.

**e) RESPONSE**

When utility locates of lighting equipment are requested, the CONTRACTOR shall respond within forty-eight (48) hours.

**5.2.3 REPAIR TIMES**

The CONTRACTOR agrees to complete repairs, according to the schedule below, unless the PROGRAM DIRECTOR grants an extension of time:

Problem	Emergency (1)	Final (2)
Pole knockdown	90 minutes	30 days
Navigation light out	90 minutes	24 hours
Vertical clearance gauge light out	90 minutes	24 hours
Street light out	N/A	48 hours

(1) Emergency repairs - restore proper and safe operation or in case of major repairs needed, make area safe and schedule necessary repairs.

(2) Final repairs - restore to plan specifications.

**CHARGES FOR NON-PERFORMANCE (Per Occurrence):**

Failure to Transmit Maintenance Record Within Five (5) Business Days      \$1000

Failure to Respond to Trouble Call Within Specified Time	\$1000
Failure to Complete Repair Within Specified Time	\$1000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1000

#### **5.2.4 REFERENCE DOCUMENTS**

All materials and signal equipment furnished by the CONTRACTOR shall conform to the applicable requirements established by the following publications:

- a) Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
- b) Florida Department of Transportation, Design Standards, latest edition.
- c) National Electric Code, including latest revisions.

#### **5.2.5 CERTIFICATION AND APPROVAL OF NEW EQUIPMENT**

The CONTRACTOR shall, if requested, provide verification that equipment meets the minimum specifications established by the FDOT prior to its use under this contract. Unless otherwise specified, all equipment and materials shall be new.

Tideland Signal Corporation Model No. ML-155 navigation beacons shall be used unless the PROGRAM DIRECTOR specifies other equipment.

#### **5.2.6 PULL BOXES**

The CONTRACTOR shall install or replace all pull boxes in accordance with current FDOT Minimum Standards and Specifications.

#### **5.2.7 NEW GROUNDING**

The CONTRACTOR shall test each ground rod and rod assembly in accordance with current FDOT Minimum Standards and Specifications.

#### **5.2.8 REMOVAL OF EQUIPMENT**

- (a) Equipment that is removed and deemed by the CONTRACTOR as suitable for reuse shall be delivered to the COUNTY as indicated on the construction plans or work order. Such equipment shall be labeled as COUNTY property with the location from which it is removed.
- (b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department, 601 North Highway 297A, Cantonment.
- (c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the CONTRACTOR at his expense.

6. **WARRANTY:** The CONTRACTOR warrants his workmanship for one (1) year following installation of new materials and equipment. The CONTRACTOR also agrees to correct any defect in workmanship within the repair time standards established in this contract.

#### **7. APPLICABLE LAWS AND REGULATIONS:**

7.1 The CONTRACTOR shall conform to all applicable State, Federal and local laws, ordinances and regulations, including but not limited to the following:

- 7.1.1 Florida Workers' Compensation Statute 440, as amended.
- 7.1.2 Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards.
- 7.1.3 Occupational Safety and Health Act, 29 CFR 1926, Construction Industry Standards, particularly with respect to Hazard Communications Standards and Trenching and Shoring Standards.
- 7.1.4 Florida Administrative Code, Rules 3 8F and 3 81.
- 7.1.5 Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 102, latest edition.

## **8. DETAIL OF PREVENTIVE MAINTENANCE SERVICES:**

### **8.1 NAVIGATION LIGHTS (MONTHLY INSPECTIONS AND SERVICES)**

#### **8.1.1 LAMPS AND LENSES**

Visually check for cleanliness, lamp outages, and broken lenses.

#### **8.1.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation.

#### **8.1.3 LIGHTS**

Inspect housing, brackets, hangers, and wiring.

#### **8.1.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

### **8.2 VERTICAL CLEARANCE GAUGE LIGHTS (MONTHLY INSPECTIONS AND SERVICES)**

#### **8.2.1 LAMPS AND LENSES**

Visually check for cleanliness, lamp outages, and broken lenses.

#### **8.2.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation.

#### **8.2.3 LIGHTS**

Inspect housing, brackets, hangers, and wiring.

#### **8.2.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

### **8.3 STREET LIGHTS (BI-MONTHLY INSPECTIONS AND SERVICES)**

#### **8.3.1 LUMINARIES**

Visually check for breakage and lamp outages.

#### **8.3.2 PHOTO-ELECTRIC CELLS**

Visually and manually check for condition and operation.

#### **8.3.3 POLES AND ARMS**

Inspect for rigidity and verticality. Inspect foundation, grounding, and base plates.

#### **8.3.4 ELECTRIC SERVICE**

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks.

### **9. STREET AND NAVIGATIONAL LIGHTS TO BE MAINTAINED:**

#### **9.1 STREET LIGHTS**

Barrancas Ave./Bayou Chico Bridge/  
From City Limits to West End – 27  
Bob Sikes Bridge – 40  
Creighton Rd./Hilburn Rd. – 3  
Creighton Rd./Plantation Rd. – 4  
Davis Hwy./Airport Blvd. – 4  
Davis Hwy./I-10 Interchange -  
Between Bloodworth Ln. and Northcross Ln. – 26  
Hwy. 29/Airport Blvd. – 4  
Hwy. 29/Brent Ln./Beverly Pkwy. – 4  
Hwy. 29/Burgess Rd. – 2  
Hwy. 29/Diamond Dairy Rd. – 2  
Hwy. 29/Industrial Blvd. – 3  
Hwy. 29/Pinestead Rd. – 2  
Hwy. 29/Stumpfield Rd./Marcus Pointe Blvd. – 3  
Hwy. 29/W St. – 3  
Lillian Hwy./From LaPaz St. to San Sebastian Cr. – 5  
Navy Blvd./Bayou Chico Bridge – 2  
Nine Mile Rd./Guidy Ln. – 3  
Olive Rd/Cody Ln. - 2  
Palafox Hwy./Airport Blvd. – 4  
University Pkwy. – 186

#### **9.2 NAVIGATIONAL LIGHTS**

Bob Sikes Bridge – 12  
Sunset Bridge – 12 (Proposed)

#### **9.3 VERTICAL CLEARANCE LIGHTS**

Bob Sikes Bridge – 2  
Sunset Bridge – 2 (Proposed)

#### **9.4 OVERHEAD SIGN LIGHTING**

Davis Hwy – 41

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.089, STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR, Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **“Scope of Work” Summary:**

The scope of work under this contract involves the preventive and response maintenance of street and- navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

## **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

**Performance and Payment Bonds**

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: [prnobles@myescambia.com](mailto:prnobles@myescambia.com). Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form which shall be submitted in a sealed envelope with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

**(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

**Insurance Requirements**

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of

them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

#### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

#### **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

#### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)**

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 liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County

Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior 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.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**SOLICITATION OFFER AND BID FORM**

**ESCAMBIA COUNTY FLORIDA**

**SUBMIT OFFERS TO:**

**Paul Nobles, CPPO, CPPB, FCN, FCCM  
Senior 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)595-4980 Fax No: (850) 595-4805**

**Invitation to Bid**

**STREET AND NAVIGATION LIGHTING  
MAINTENANCE AND REPAIR**

**SOLICITATION NUMBER: PD 15-16.089**

**SOLICITATION**

MAILING DATE: Monday, August 8, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:  
59-0879719

TERMS OF PAYMENT:  
30 days

DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Ingram Signalization, Inc.

REASON FOR NO OFFER:

ADDRESS: 4522 North Davis Hwy.

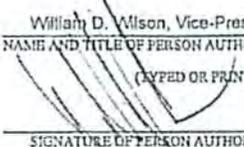
CITY, ST. & ZIP: Pensacola, FL 32503

PHONE NO.: ( 850 ) 433-8265

EMAIL: DWilson@gulf.net

BID BOND ATTACHED S \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and in its 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.

William D. Wilson, Vice-President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(TYPED OR PRINTED)  
  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*Failure to execute this Form blinding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**BID FORM**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR PD 15-16.089, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. hereby propose to provide at the following price:  
**Company**

GENERAL RATES			
Description	Unit Price	Bid Qty*	Ext
Journeyman Electrician (Mon-Fri, 8:00 AM-4:30 PM)/HR		25	
Technician -- IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	55.00	400	22,000.00
Technician -- IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM) /HR	75.00	25	1,875.00
Journeyman Electrician (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		25	
Technician -- IMSA Level II (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	75.00	240	18,000.00
Technician -- IMSA Level III (Mon-Fri/4:31 PM-7:49 AM/ Sat/Sun/ Holiday)/HR	105.00	15	1,575.00
Technician Assistant (Mon-Fri/8:00 AM-4:30 PM)/HR	30.00	400	12,000.00
Technician Assistant (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	55.00	15	825.00
Office Assistant/HR	30.00	200	6,000.00



<b>GENERAL RATES</b>			
Description	Unit Price	Bid Qty*	Ext
Aerial Bucket Truck (Standard)/HR	20.00	400	8,000.00
Aerial Bucket Truck (Large)/HR	50.00	20	1,000.00
Service Truck/HR	20.00	240	4,800.00
Maintenance of Traffic (Message Board Rental)/DAY	20.00	10	200.00
Utility Coordination (Sunshine Spots)/PI	200.00	5	1,000.00
		Subtotal	77,275.00
<b>PARTS AND MATERIALS FIXTURE:</b>			
Description	Unit Price	Bid Qty*	Ext
Cobrahead, 250W, 240V/BA	430.00	50	21,500.00
Cobrahead, 400W, 480V/BA	478.00	50	23,900.00
Cobrahead, 250W, 120V/BA	430.00	50	21,500.00
Cobrahead, 250W, 480V/BA	430.00	50	21,500.00
Cobrahead, 400W, 240V/BA	480.00	50	24,000.00
Halophane, 150W, 480V/BA	1,100.00	50	55,000.00
		Subtotal	167,400.00
<b>PARTS AND MATERIALS LAMP:</b>			
Description	Unit Price	Bid Qty*	Ext
High Pressure Sodium, 250W /BA	23.25	50	1,162.50
High Pressure Sodium, 400W/BA	27.60	50	1,380.00
Metal Halide, 70W /BA	21.00	50	1,050.00
Metal Halide, 150W/BA	25.00	50	1,250.00
Metal Halide, 175W/BA	30.80	50	1,625.00
		Subtotal	
<b>PARTS AND MATERIALS BALLAST:</b>			
Description	Unit Price	Bid Qty*	Ext
High Pressure Sodium, 120V, 250W/BA	113.00	50	5,650.00
High Pressure Sodium, 120V, 400W/BA	125.00	50	6,250.00
High Pressure Sodium, 240V, 250W/BA	115.00	50	5,750.00
High Pressure Sodium, 240V, 400W/BA	125.00	50	6,250.00
High Pressure Sodium, 480V, 250W/BA	115.00	50	5,750.00
High Pressure Sodium, 480V, 400W/BA	125.00	50	6,250.00
		Subtotal	35,900.00
<b>PARTS AND MATERIALS BALLAST:</b>			
Description	Unit Price	Bid Qty*	Ext
Metal Halide, 240V, 70W/BA	80.00	50	4,000.00
Metal Halide, 240V, 150W/BA	90.00	50	4,500.00
Metal Halide, 240V, 175W/BA	102.00	50	5,100.00
Metal Halide, 480V, 70W/BA	78.00	50	3,950.00
Metal Halide, 480V, 150W/BA	90.00	50	4,500.00
Metal Halide, 480V, 175W/BA	102.00	50	5,100.00
		Subtotal	27,150.00

<b>PARTS AND MATERIALS PHOTO CELL:</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
Podestal, 120V - BA	16.00	25	400.00
Podestal, 480V - BA	16.00	25	400.00
Twist Lock, 120V - BA	25.00	25	625.00
Twist Lock, 480V - BA	25.00	25	625.00
Subtotal			2,050.00
<b>PARTS AND MATERIALS NAVIGATION LIGHTS AND MATERIALS:</b>			
Description	Unit Price	Bid Qty <sup>a</sup>	Ext
Lantern, Red, LED - BA	2,866.00	10	28,660.00
Lantern, Green, LED - BA	2,866.00	10	28,660.00
Tide Gauge Light, White, 35W - RA	1,880.00	4	7,520.00
Channel Marker Light - BA	4,700.00	4	18,800.00
Fuse, 10 AMP - BA	8.35	50	417.50
Surge Arrestor - BA	59.00	50	2,950.00
Fuse Holder - BA	11.00	25	275.00
Boot - BA	3.00	50	150.00
12/2 SO Cable/LF	1.25	200	250.00
10/2 SO Cable/LF	1.65	200	330.00
Subtotal			87,892.50
MARKUP (%) - Material Acquisition for materials not listed above:			% 20
<b>TOTAL</b>			<b>404,005.00</b>

\*Estimated for Bid Purposes Only

(TO BE FILLED IN)

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No.   1        Date  8/23/16       Addendum No.             Date         
Addendum No.   2        Date  8/24/16       Addendum No.             Date

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No 84219

Florida DBPR Contractor's License, Certification and/or Registration No. EC13004309

Type of Contractor's License, Certification and/or Registration Electrical EC13004309

Expiration Date: 8/31/18

Person to contact concerning this bid:  
William D. Wilson

Phone 850-433-8266

Email DWilson@gulf.net

Person to contact for emergency service:  
Tony Kuhl

Phone 850-232-0698

Email tony@ingramcorp.com

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
<u>None Known</u>	

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.

**CHARGES FOR NON-PERFORMANCE**

**(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myscambiacounty.com/business/solicitations>



CLAUDIA SIMMONS  
*Purchasing Manager*

August 23, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Street and Navigation Lighting Maintenance and Repair  
Specification Number: PD 15-16.089

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

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

Paul Nobles, CPRO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850)595-4980  
(SUNCOM) 695-4980  
TELEFAX (850)595-4805

<http://www.mycscambin.com/business/solicitations>



CLAUDIA SIMMONS  
*Purchasing Manager*

August 24, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 2:**

Re: Street and Navigation Lighting Maintenance and Repair  
Specification Number: PD 15-16.089

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for:

1. Revised Bid Form  
Journeyman Electrician added to the bid form.  
Requirements for a "Qualified Electrician" is found in Section 3 of the contract.  
3.1.4 That persons installing, operating and maintaining such equipment be fully trained and qualified and that the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.
2. Page 17 - 3.2 BASE RATE SERVICES shall include the following - 3.2.1 PREVENTIVE MAINTENANCE SERVICES – Will these services be paid via the time, equipment, and material unit bid items (General Rates)?  
Response – These items will be paid based on General Rates Items in the bid.
3. Page 18 - 4.2.1 Preventive maintenance and repairs conducted under Section 3.2 shall be charged according to the set monthly unit prices shown in the Rate Schedule – Did not see a separate section listed are these payable via the (General Rates)?  
Response – These items will be paid based on General Rates Items in the bid.
4. Will the County pay for Mobilization and reasonable travel to and from the repair site?  
No, Mobilization must be included in your bid.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Paul Nobles, CPPO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Siganlization, Inc.

PRN



RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1

- GENERAL INFORMATION SECTION -

Description: STREET AND NAVIGATION LIGHTING MAINTENANCE AND REPAIR

Bid Number: PD 15-16.089

Opening Date/Time:

Purchasing Agent:

Client Department: PUBLIC WORKS / TTO

Dept. Director/Designee: COLBY BROWN

Protest Information:

**Note: Purchasing will advise of any Protest(s)**

Requisition #

Fund:

Cost Center:

Object Code:

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation  Yes  No

**Note: Attachments to Requisition shall Reference PD #**

Comments Applicable to General Information Section:

SECTION 2

- RECOMMENDED AWARD SECTION -

(See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by: ROBERT PETERSON

(Signature)

(Date)

9/2/16

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing  Yes  No Client Department  Yes  No

If Yes, Please Document in Space Provided:

SECTION 3

-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: COLBY BROWN

(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval:

(Signature)

**Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).**

**Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10930** **County Administrator's Report** **10. 12.**  
**BCC Regular Meeting** **Budget & Finance Consent**  
**Meeting Date:** 09/22/2016  
**Issue:** Contract Award for Traffic Signal Response Maintenance  
**From:** Chip Simmons, Assistant County Administrator  
**Organization:** Asst County Administrator - Lovoy  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Contract Award for Traffic Signal Response Maintenance - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award the Contract between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.088, Traffic Signal Response Maintenance for an initial term of 12 months and the option for two 12-month extensions for a period of 36 months for an estimated annual amount of \$300,000.

[Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601]

**BACKGROUND:**

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 8, 2016. One bid was received on Friday, August 29, 2016. This bid from Ingram Signalization Inc. was accepted by the Traffic Department.

**BUDGETARY IMPACT:**

Funding: Funds 167/175, Bob Sikes Toll Fund/Transportation Trust Fund, Cost Centers 140302/211201, Object Codes 54601/54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was prepared by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 8, 2016. One bid was received on Friday, August 29, 2016. The bid from Ingram Signalization Inc. was accepted by the Traffic Department.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Agreement and Purchase Order.

---

**Attachments**

Agreement w/exhibits

Bid Tabulation

Award Determination Checklist

---

**AGREEMENT RELATING TO  
TRAFFIC SIGNAL RESPONSE MAINTENANCE PD15-16.088**

This Agreement is made and entered into 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 Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

**WITNESSETH:**

**WHEREAS**, on August 8, 2016, the County issued an Invitation to Bid relating to traffic signal response maintenance services throughout Escambia County (PD 15-16.088); and

**WHEREAS**, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of traffic signal response maintenance services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Services**. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders for Traffic Signal Response Maintenance Services, Specification No. P.D. 15-16.088, 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 Bid Form, provided as part of the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All 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.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall

not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing

and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Ingram Signalization, Inc.  
Attention: William Wilson  
4522 North Davis Highway  
Pensacola, Florida 32503

Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to:  
Transportation and Traffic Division  
Attention: Program Director  
3363 West Park Place  
Pensacola, FL 32505

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

(SEAL)

**CONTRACTOR:  
INGRAM SIGNALIZATION, INC.**

ATTEST:

BY: \_\_\_\_\_  
William D. Wilson, Vice President

By: \_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 9/16/10

# SIGNAL RESPONSE MAINTENANCE SCOPE OF SERVICES

## PART 1 – GENERAL

### 1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations, or designee (Contract Manager), or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition for the current contract year.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition for the current contract year..
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition for the current contract year..
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition for the current contract year. .
- e) *National Electric Code*, including latest revisions.

### 1.2 DESCRIPTION OF WORK

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the CONTRACTOR to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

- a) Receive notification
- b) Secure the site
- c) Diagnose the problem
- d) Perform interim and final repairs
- e) Log the activities
- f) Prepare maintenance reports

The Escambia County Transportation and Traffic Operations Division generates the list of traffic signals to be maintained. The approximate number of signals to be maintained is listed below and will vary as new traffic signals are accepted for maintenance, existing signals are removed, and maintenance for specific signals is temporarily suspended due to construction activity. The Contract Manager will notify the CONTRACTOR in writing of traffic signals added to and deleted from the maintenance list.

## TRAFFIC SIGNALS



The following is current list of traffic control signals maintained by the Escambia County:

SIGNAL CLASSIFICATION	CODE	TOTAL
Traffic Signals	(TS)	165
Traffic Signals Interconnected & Monitored	(IMTS)	11
Uninterruptible Power Supplies	(IMTS) W/ (UPS)	10
Intersection Control Beacons	(ICB)	9
Pedestrian Flashing Beacons	(PFP)	28
Emergency Fire Department Signals	(FDS)	10
Speed Activated Warning Displays	(SAWD)	14
Blank Out Signs	(BOS)	0
Traffic Warning Beacons	(TWB)	37
Time Travel Detectors	(TTD)	0
School Zones	(SZ)	76
	COMBINE TOTAL	360

These signals include mast arm, span wire, pole mounted and solar powered type systems. For details of different types and configuration of equipment, please contact Escambia County Transportation and Traffic Operations.

## **PART 2 - PRODUCTS**

### **2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT**

- a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, other facilities, and any necessary items to fully complete the work described in this contract documents.
- b) The CONTRACTOR shall keep in stock a sufficient number of new or certified refurbished: spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7.
- c) The CONTRACTOR shall return malfunctioning electronic equipment to the manufacturer for repair and testing to take advantage of warranty service and to update software. The CONTRACTOR shall provide copy of the original invoice of repairs for documentation of work performed and any charges incurred.
- d) The CONTRACTOR shall have and operate a laptop computer capable of interfacing with video detection systems, Advanced Traffic Management System (ATMS) and closed loop system software.
- e) The CONTRACTOR shall furnish certification from the equipment vendor that all new parts and equipment, when applicable, have been approved by the Florida Department of Transportation (FDOT) for use on public roads.
- f) CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work performed.
- g) Upon completion of the assigned work, the CONTRACTOR shall notify the Contract Manager and certify that the work quantities and quality were

accomplished in accordance with the specifications by signing and returning the work document to the COUNTY. All work completed will be inspected to verify quantity and quality prior to approval of the work document.

## **2.2 COUNTY-FURNISHED PARTS AND EQUIPMENT**

- a) The COUNTY may choose to furnish parts and equipment to the CONTRACTOR for specified work or for general replacement. If parts and/or equipment are furnished by the COUNTY, the CONTRACTOR will be required to sign a receipt and safeguard the equipment until it is used or retrieved by the COUNTY.
- b) The CONTRACTOR shall keep an electronic file of the inventory sheet of County-furnished parts and equipment and shall provide a current listing of such items to the Contract Manager within two (2) business days upon request and when items are added to or removed from inventory.
- c) The COUNTY will furnish video detection systems, Advanced Traffic Management System, and closed loop system software to the CONTRACTOR.
- d) The Contract Manager may retrieve any County-furnished parts and equipment from the CONTRACTOR at any time during normal business hours.

## **2.3 REMOVED PARTS AND EQUIPMENT**

- a) Controllers, conflict monitors, and cabinets that are removed and are suitable for reuse shall be placed into the CONTRACTOR'S inventory of County-furnished equipment. Such equipment shall be labeled as COUNTY property with the location from which it was removed.
- b) Parts and equipment that are removed and are deemed by the COUNTY as suitable for reuse shall be placed into the CONTRACTOR'S inventory of County-furnished equipment. The CONTRACTOR shall reuse such parts and equipment, when appropriate, before using new parts and equipment.
- c) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy. 297A, Cantonment, Florida.
- d) Parts and equipment that are removed, and not suitable for reuse and have no salvage value, shall be properly disposed of by the CONTRACTOR at his expense.

## **PART 3 – EXECUTION**

### **3.1 AVAILABILITY**

- a) The CONTRACTOR shall provide 24-hour service seven (7) days per week (including holidays) and provide a contact person to receive and respond to verbal and written work directions for the duration of the contract. The CONTRACTOR

shall establish and maintain a telephone number where a Traffic Signal Technician, Level II or higher, can be contacted on a 24-hour basis during the term of the contract.

- b) Service calls after 4:30 PM on weekdays, during weekends, and holidays will be coordinated through the on-call Traffic Signal Technician, Level II or higher, during the aforementioned times without approval by the Contract Manager.
- c) Service calls after 4:30 PM on weekdays, during weekends, and holidays received from the general public and not classified as an emergency shall be documented and sent to the Contract Manager on the next business day.
- d) In the event the CONTRACTOR may anticipate that he will be unavailable for any period of time at the aforementioned telephone number, he shall so notify the Contract Manager. If the CONTRACTOR will be available at any other telephone number not on file with the COUNTY, the CONTRACTOR shall so notify the Contract Manager. It is intended that the CONTRACTOR shall, to the maximum extent practicable, take all reasonable steps to assure his availability for services.
- e) Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the Contract Manager shall be immediately and permanently discharged from work on this contract.

### 3.2 ADJUSTMENTS

- a) The CONTRACTOR shall not change signal phasing and timing from approved settings except when directed by the Contract Manager or during emergency response to a malfunction. The CONTRACTOR is encouraged, however, to suggest phasing and timing changes, as needed, to correct problems or to increase efficiency.
- b) The CONTRACTOR shall make adjustments to loop detector sensitivity, video detection zones, and time clocks, as necessary for proper operation.
- c) Any changes made to settings shall be documented. **A copy of the documentation should be left in the controller cabinet and scanned and emailed to the Contract Manager.**

### 3.3 QUALIFICATIONS

- a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the maintenance of all traffic signal components including, but not limited to advanced traffic management systems, closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the Traffic Signal Level II level or higher, by the International Municipal Signal Association (I.M.S.A.).

The CONTRACTOR shall employ a minimum of three (3) persons certified Traffic Signal Level II, or higher. The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract. The CONTRACTOR shall employ a minimum of one (1) technician certified for video detection set-up and operation and shall provide a copy of the associated certificate to the Contract Manager prior to execution of the contract.

- c) Equipment testing such as conflict monitors and controllers shall be performed by a certified Traffic Signal Level III Bench Technician.

### **3.4 OPERATIONS**

- a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activities. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates and upon approval by the Contract Manager. Therefore, the CONTRACTOR shall take before and after photos (2.1(f)) of damaged area and submit with invoice.
- b) All public land corners and monuments that are encountered shall be protected by the CONTRACTOR. Corners and monuments, which conflict with the work and are in danger of disturbance, shall be properly referenced by a Florida Registered Surveyor prior to the beginning of any work at the site. The CONTRACTOR shall assume all costs associated with the restoration of corners and monuments.
- c) The CONTRACTOR shall perform utility locates for signal and communication cable as requested by the Contract Manager, FDOT, utility companies, and other contractors.
- d) In the event of an emergency (i.e., hurricane, flood, etc.), costs associated with performing services shall be charged in accordance with hourly rates and parts/materials schedule.
- e) Gulf Power outages: Temporary, Long Term or After hour calls:
  - Technician of record shall stay in contact with Gulf Power representative until power is restored.
  - Upon notification of power restored, respond within two (2) hours and verify that location is operating properly.
  - Should Gulf Power verify that the outage will exceed two (2) hours; Contract Manager shall be contacted to approve deployment of temporary emergency generator to power intersection.
  - In case of power failure at coordinated systems the technician shall verify the following:
    - Communications transmitting/receiving
    - Operation of time of day plan
    - Controller Settings; time of day, day of week, daylight savings
    - Re-install timings if lost and save to eeprom.

**f) Maintenance of overhead equipment, such as aerial mounted equipment, mast arms and span wires:**

- **Aerial Mounted Equipment:** clean signal lenses, signs, brackets, and reflectors, replace incandescent lamps, substandard hardware, defective lenses and reflectors; check gaskets for water infiltration and deterioration; check for head alignment, cracks or rust in hardware, visors, wing nuts, hinges, wear on signal wire, mechanical hardware and condition of back plates.
- **Span Wire:** check condition of span and tether wires, clevis pins, clamps and hardware, remove excessive slack.
- **Mast Arms:** check clamps, hardware connection bolts for rust, and tightness; prime and spot paint as required.
- **The basis for this maintenance will be conducted through a work order issued by the Contract Manager. Also, the Contract Manager shall approve the complete replacement of signal heads, mast arms and span wire. The cost of such replacement shall be charged to the COUNTY under the time and material rates or equivalent FDOT/Basis of Estimates (BOE) pay-items.**

**g) Conflict monitors shall be bench tested, not field tested, by using a certified conflict monitor test fixture following manufacturer's recommended testing procedures.**

### **3.5 REPORTS**

**a) The CONTRACTOR shall prepare an electronic maintenance record and an electronic invoice for each trouble call received. Format shall be specified and/or approved by the Contract Manager. Each maintenance record shall contain the following information:**

- **Location and signal identification number.**
- **Service requested or trouble reported; name of person that made the request or report; date and time received.**
- **Person that responded; date and time of arrival at the site; problem found; work completed; date and time work was completed.**
- **Maintenance record number.**
- **List of materials, parts, and equipment used.**
- **List of man-hours by employee and classification.**
- **Attach as documentation a copy of vendor invoices.**
- **County-furnished parts and equipment used shall be noted as such.**
- **Adjustments made to equipment in controller cabinet.**
- **Serial numbers and dates of manufacture from equipment removed and new/refurbished equipment installed.**

- Photos of “before” and “after” at each location.
- b) Each maintenance record shall be completed in full and transmitted to the Contract Manager within three (3) business days of completion of work. Such record may also serve as the CONTRACTOR’S invoice for the work performed.
  - c) Invoices submitted separately from a maintenance record shall be transmitted to the Contract Manager within (30) calendar days of completion of work, except for work completed in the last two weeks of each fiscal year (Sept. 16<sup>th</sup> thru Sept. 30). Invoices for work completed during this time frame shall be transmitted to the Contract Manager on or before October 7<sup>th</sup> of each year. Invoices submitted inconsistent with the time limitations stated herein may not be approved for payment.
  - d) Conflict monitor bench testing: a print-out of the original test results shall be given to the Contract Manager and a copy will remain with the unit tested.
  - e) The CONTRACTOR may request addendum for material pricing in the contract. Contract Manager will forward an approved addendum request to the Board of County Commissioners for approval of the contract modification.
  - f) All documentation shall be submitted electronically.

### **3.6 RESPONSE MAINTENANCE**

#### **3.6.1 TASK PRIORITIES**

The CONTRACTOR shall arrive at the work site according to the schedule outlined below:

The order of priorities during initial response is;

- (1) Assure work area is safe and proper M.O.T. established when necessary.
- (2) Assure work area is safe for both vehicular and pedestrian traffic.
- (3) Identify the operational issue and make repairs. Repairs which involve the replacement of general incidental maintenance items (e.g., LEDs, loop detectors, load switches, pedestrian detectors, controllers and conflict monitors) shall be completed during the time of initial response. There shall be no charge for any subsequent visits related to the original response unless approved by the Contract Manager.

#### **3.6.2 RESPONSE TIMES**

**The following shall be considered the standard criteria for response times:**

- Response maintenance calls during weekday hours between 0800 hours – 1630 hours, excluding legal holidays: One (1) hour.
- Response maintenance calls at all other times: Two (2) hours.
- Utility locates: Two (2) business days.

If the CONTRACTOR fails to respond within the specified times, the COUNTY may charge for non-performance as set forth in Part 3 of this contract. The COUNTY may exercise the option to enlist the services of another contractor in order to complete necessary repairs. The CONTRACTOR will be charged the cost incurred plus an administrative fee of 10%.

Response times for after-hours service calls (1631 hours – 0759 hours) and weekends/holidays shall be reviewed and initiated by the CONTRACTOR'S Level II Traffic Signal Technician who shall be responsible for determining the proper response time. The following are typical applications for response times:

Two-Hour Response Time:

- Intersection completely out/ In flash
- Cabinet/pole knockdown
- Dual signal indications out
- Left/right turn signal indications out

Next Day Response:

- Single signal indication out on thru phases only
- Activating without demand
- Not cycling properly
- Pedestrian indication out

Response Time Exceptions:

- Heavy rain
- High winds
- Fog
- Tornado warnings
- Tropical storms
- Hurricanes

Work shall commence as soon as conditions improve or warnings are lifted by National Weather Service.

### **3.7 REPAIR TIME**

- a) Any work which typically cannot be finalized during the initial response, shall be completed by The CONTRACTOR according to the following schedule:
- Pole knockdown or damage: restore safe operation within 6 hours; order replacement pole within one (1) business day; notify the

COUNTY of estimated delivery date; install new pole within five (5) business days upon receipt.

- Pedestrian pedestal knockdown: install new pedestal assembly within five (5) business days.
- Sign knockdown or damage: advise the Contract Manager within one (1) business day; the COUNTY will furnish a new sign; install new sign within five (5) business days upon receipt.
- Controller cabinet collision: replace cabinet with County-furnished stock or rental within eight (8) hours; order replacement equipment within one (1) business day; notify COUNTY of estimated delivery date; install new cabinet within five (5) business days upon receipt.
- Controller, master, or conflict monitor failure: replace unit with spare within four (4) hours; order replacement unit or ship unit to manufacturer for repair within one (1) business day; install replacement unit within five (5) business days upon receipt.
- Video Detection/Loop assembly failure: implement max/min recalls to re-establish lost functionality; for video detection, repair/replace necessary failed video components within two (2) business days; for loop detection, temporarily splice if possible and install new loop assembly within five (5) business days. Test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
- Signal assembly knockdown: install new signal assembly within 24 hours.
- Span wire knockdown or damage: notify law enforcement for traffic control; install new span wire within 24 hours.
- Communication cable failure: If communication cable is found to be damaged, document findings and provide Contract Manager with a written repair estimate within five (5) business days.
- Grounding failure or damage: install new grounding within five (5) business days. Test each new ground assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (RE: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
- Conflict monitors shall be bench tested and re-installed within five (5) business days of work order being issued.

- b) The Contract Manager may request minor design and operational modifications (e.g., signal display adjustments, detector modifications and timing changes). The CONTRACTOR shall complete such requests within ten (10) business days.\

If the CONTRACTOR fails to respond within the specified times, the COUNTY may charge penalties for non-performance as set forth in the Bid Sheet. The COUNTY may exercise the option to enlist the services of another contractor in order to complete necessary repairs. The CONTRACTOR will be charged the cost incurred plus an administrative fee of 10%.

**CHARGES FOR NON-PERFORMANCE**

**(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

Appendix "A"

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: \_\_\_\_\_

LOOP ASSEMBLY RESISTANCE

Loop Location/No.      Series Resistance      Insulation Resistance

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

GROUND ROD RESISTANCE

Rod Location Resistance

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR'S REPRESENTATIVE  
IMSA Level II - Certified Technician

\_\_\_\_\_  
DATE

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.088, TRAFFIC SIGNAL RESPONSE MAINTENANCE,  
Name of Submitting Firm, Time and Date due.**  
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must  
mark airbill and envelope or box with Specification Number and TRAFFIC  
SIGNAL RESPONSE MAINTENANCE.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **Scope of Work Summary:**

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the CONTRACTOR to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

- a) Receive notification
- b) Secure the site
- c) Diagnose the problem
- d) Perform interim and final repairs
- e) Log the activities
- f) Prepare maintenance reports

### **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$1,000.00.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: [prnobles@myescambia.com](mailto:prnobles@myescambia.com). Last day for questions 5:00 p.m. CDT, Wednesday, August 17, 2016.

Responses will be provided on or before Friday, August 19, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation and Offer Form and Bid Form which shall be submitted in a sealed envelope with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Liquidated Damages/Charges for Non-Performance**

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$1,000
Failure to Respond to Trouble Call Within Specified Time	\$1,000
Failure to Complete Repair Within Specified Time	\$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	\$1,000

7. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

10. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

11. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

12. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

16. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least

\$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)**

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 liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior 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.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**SOLICITATION OFFER AND BID FORM**

ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**

Paul Nobles, CPPO, CPPB, FCN, FCCM  
Senior 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)595-4980 Fax No: (850) 595-4805

Invitation to Bid

**TRAFFIC SIGNAL RESPONSE  
MAINTENANCE**

**SOLICITATION NUMBER: PD 15-16.088**

**SOLICITATION**

MAILING DATE: Monday, August 8, 2016

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Friday, August 26, 2016 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-0879719

TERMS OF PAYMENT:

30 days

DELIVERY DATE WILL BE 30 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Ingram Signalization, Inc.

ADDRESS: 4522 North Davis Hwy.

CITY, ST. & ZIP: Pensacola, FL 32503

PHONE NO.: ( 850 ) 433-8266

EMAIL: DWilson@gulf.net

REASON FOR NO OFFER:

BID BOND ATTACHED S \_\_\_\_\_

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.

William D. Wilson, Vice-President  
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(TYPED OR PRINTED)  
[Signature]  
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**BID FORM**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for TRAFFIC SIGNAL RESPONSE MAINTENANCE PD 15-16.088, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, Ingram Signalization, Inc. hereby propose to provide at the following price: Company

RESPONSE MAINTENANCE	Unit Price	Est. Qty.	Ext.
Technician - IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	65.00	1255	81,575.00
Technician - IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR	75.00	80	6,000.00
Technician - IMSA Level II (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	85.00	730	62,050.00
Technician - IMSA Level III (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	100.00	40	4,000.00
Technician Assistant (Mon-Fri, 8:00 AM-4:30 PM)/HR	43.00	1255	53,965.00



<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
Technician Assistant (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	58.00	40	2,320.00
Aerial Bucket Truck (Standard) /HR	25.00	1200	30,000.00
Aerial Bucket Truck (Large)/HR	30.00	55	1,650.00
Service Truck/HR	25.00	730	18,250.00
Maintenance of Traffic (Message Board Rental)/DAY	15.00	10	150.00
Utility Coordination (Sunshine Spots)/PI	200.00	10	200.00
Timing Implementation/PI	500.00	5	2,500.00
Timing Adjustment, Systems (Coordinated)/PI	500.00	5	2,500.00
Timing Adjustment, Intersections (Non-Coordinated)/PI	500.00	5	2,500.00
Bench Testing (Conflict Monitor)/EA	125.00	200	25,000.00
Temporary Controller/Monitor Rental/DAY	25.00	25	625.00
Temporary Traffic Signal Operallon, Generator Rental/HR	20.00	5	100.00
Temporary Traffic Signal Cabinet, During Knock-Down Rental/Day	10.00	5	50.00
<b>620 Grounding Electrode:</b>			
10 ft. 5/8" Ground Rod/EA	40.00	100	4,000.00
20 ft. 5/8" Ground Rod/AS	80.00	50	4,000.00
<b>630-2-AB Conduft - Schedule 40:</b>			
A = Operation 1 (Furnish & Install)			
B = Installation Method/location			
630-2-11 = (open trench) Underground/LF	5.60	500	2,800.00
630-2-12 = (Directional Bore) Underground or Under pavement*/LF	11.00	300	3,300.00
630-2-13 = (Jack & Bore) Typically under railroad/LF	20.00	300	6,000.00
630-2-14 = (Aboveground)/LF	7.00	100	700.00
630-2-15 = (Bridge Mount)/LF	10.00	400	4,000.00
<b>Miscellaneous Conduft:</b>			
½" 10 ft. Section/EA	4.00	100	400.00
1" 10 ft. Section/EA	5.00	100	500.00
Conduit, 2" 10 ft. (Above Ground)EA	16.00	200	3,200.00
Conduit, 2" 10 ft. (Underground)/EA	10.00	500	5,000.00
Conduit, 2" 10 ft. (Under Pavement/Jacked)/EA	30.00	500	15,000.00
Conduit, 1" Clamp/EA	0.55	100	55.00
Conduit, 2" Clamp/EA	1.00	100	100.00
Coupling, 1/2"/EA	0.14	50	7.00
Coupling, 1"/EA	0.27	50	13.50
Coupling, 2"/EA	0.65	200	130.00
90 degree elbow, ½"/EA	1.00	100	100.00
90 degree elbow, 1"/EA	1.00	100	100.00
90 degree elbow, 2"/EA	1.25	100	125.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>632-7-A - IMSA Signal Cable:</b>			
<b>632-7- A = Operation</b>			
632-7-1 = (New or Reconstructed Intersection- Furnish & Install) PI	3,000.00	5	15,000.00
632-7-2 = (Repair, Replace, and other operations- Furnish & Install) LF	4.35	1000	4,350.00
632-7-4 = (Adjust/Modify) PI	550.00	10	5,500.00
632-7-6 = (Remove- Intersection) PI	125.00	5	625.00
632-7-7 = (Remove- Outside of Intersection) LF	1.00	5	5.00
<b>Miscellaneous Signal Cable:</b>			
20- Conductor/LF	3.55	250	887.50
16-Conductor/LF	2.50	250	625.00
12-Conductor/LF	2.00	250	500.00
9-Conductor/LF	1.50	250	375.00
7-Conductor/LF	1.25	1000	1,250.00
2-Conductor/Belden "Home Run"/LF	0.50	1000	500.00
<b>633 - Communication:</b>			
<b>633-1-ABC Fiber Optic Cable</b>			
A = Operation:      B = Location:      C= Number of Fibers in Cable			
1 (F&I)	1 (Overhead)	1 (2 to 12)/LF	
4 (Relocate)	2 (Underground)	2 (13 to 48)/LF	
3 (49 to 96)/LF			
4 (97 to 144)/LF			
633-1-111 = (FO Cable O/H 2-12 ct)/LF	1.85	1000	1,850.00
633-1-112 = (FO Cable O/H 13-48 ct)/LF	2.20	1000	2,200.00
633-1-121 = (FO Cable U/G 2-12 ct)/LF	1.57	1000	1,570.00
633-1-122 = (FO Cable U/G 13-48 ct)/LF	1.90	1000	1,900.00
633-1-123 = (FO Cable U/G 49-96 ct)/LF	2.65	1000	2,650.00
633-1-124 = (FO Cable U/G 97-144 ct)/LF	3.25	1000	3,250.00
633-1-410 = (FO Cable O/H Relocate)LF	2.65	1000	2,650.00
633-1-420 = (FO Cable U/G Relocate)LF	9.00	1000	9,000.00
<b>633-2- AB Fiber Optic Connections</b>			
633-2-31 = ( Fiber Optic Connection, Install, Splice)	40.00	1000	40,000.00
633-2-32 = ( Fiber Optic Connection, Install, Termination)	45.00	500	22,500.00
<b>633-3-AB Fiber Optic Connection Hardware</b>			
633-3-11 = ( FO, F&I, Splice Enclosure)	650.00	5	3,250.00
633-3-12 = ( FO, F&I, Splice Tray)	288.00	5	1,440.00
633-1-14 = (FO, F&I, Buffer Tube Fan Out Kit)	220.00	5	1,100.00
633-3-16 = (FO, F&I, Patch Panel Field Termination)	550.00	5	2,750.00
633-3-41 = ( FO, Relocate, Splice Enclosure)	200.00	5	1,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>633-4-A (Copper Twisted-Pair Cable)</b>			
633-4-1 = (Twisted Pair, F&I)/LF	2.25	500	1,125.00
633-4-4 = (Twisted Pair, Relocate)/LF	1.35	500	675.00
633-4-6 = (Twisted Pair, Remove)/LF	1.00	500	500.00
<b>Miscellaneous Communication:</b>			
Interconnect Cable/FSK Wire (Overhead) - 6-22-AL-F8/LF	2.60	1000	2,600.00
Interconnect Cable/ FSK Wire (Underground) - 6-22-AL-F8/LF	3.05	1000	3,050.00
Buried Cable Warning Marker (Per Detail)/EA	175.00	100	17,500.00
ITS Express ITS 8020 Fiber Switch/EA	1,000.00	50	50,000.00
ITS Express ITS 80 Series Power Supply/EA	150.00	50	7,500.00
<b>634-4-ABC Span Wire Assembly:</b>			
634-4-142 = (Span Wire Assembly, F&I, Single Point Diagonal)/PI	800.00	2	1,600.00
634-4-152 = (Span Wire Assembly, F&I, Two Point, Diagonal)/PI	950.00	2	1,900.00
634-4-153 = (Span Wire Assembly, F&I, Two Point, Drop/Box)/PI	3,500.00	4	14,000.00
634-4-700 = (Span Wire Assembly, Re-Tension Span)/PI	500.00	10	5,000.00
<b>Miscellaneous Span Wire Assembly:</b>			
Adjustable Hanger/EA	55.00	25	1,375.00
Disconnect Hanger/EA	200.00	25	5,000.00
Extension Hanger/EA	40.00	25	1,000.00
Span Wire Hanger (2079-S) with SS Bushing (Single Cable Support)/EA	45.00	25	1,125.00
Span Wire Clamp/EA	45.00	25	1,125.00
Sign Bracket/Span Wire Type (1-Way)/EA	200.00	5	1,000.00
Sign Bracket/Span Wire Type (2-Way)/EA	250.00	5	1,250.00
Eye Bol/EA	10.00	25	250.00
All Thread/5/8"/LF	2.15	25	53.75
Guy Anchor, 6"/EA	150.00	5	750.00
Guy Wire/1/4"/LF	1.00	100	100.00
Guy Wire/3/8"/LF	1.10	500	550.00
Span Wire Splice/1/4"/EA	40.00	25	1,000.00
Span Wire Splice/3/8"/EA	60.00	25	1,500.00
Guy Wire Vise/1/4"/EA	13.00	25	325.00
Guy Wire Vise/3/8"/EA	40.00	25	1,000.00
634-5-1 Fiberglass Insulator 10 ft.(EA)	100.00	10	1,000.00
<b>635-2-AB Pull Box or Junction Box:</b>			
635-2-11 = (Pull & Splice Box, F&I, 13" x 24")/EA	550.00	10	5,500.00
635-2-12 = (Pull & Splice Box, F&I, 24" x 36")/EA	1,500.00	10	15,000.00
635-2-13 = (Pull & Splice Box, F&I, 30" x 60")/EA	2,600.00	5	13,000.00
635-2-40 = (Pull & Splice Box, Relocate)/EA	465.00	5	2,325.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>Miscellaneous Pull Box or Junction Box:</b>			
Aerial Junction Box/EA	80.00	5	400.00
Mounted Junction Box/EA	110.00	20	2,200.00
<b>639-1-ABC Electrical Power Service:</b>			
639-1-112 = (E.P.S., F&I, O/H Meter Purchased/Contractor)/AS	1,100.00	1	1,100.00
639-1-113 = (E.P.S., F&I, O/H Meter Not Required)/AS	1,100.00	1	1,100.00
639-1-122 = (E.P.S., F&I, U/G Meter Purchased/Contractor)/AS	1,200.00	1	1,200.00
639-1-123 = (E.P.S., F&I, U/G Meter Purchased/Contractor)/AS	1,200.00	1	1,200.00
<b>639-2-A Electrical Service Wire:</b>			
639-2-1 = (Electrical Service Wire, F&I)/LF	1.25	500	625.00
639-2-6 = (Electrical Service Wire, Remove)/LF	1.00	500	500.00
<b>639-3-AB Electrical Service Disconnect:</b>			
639-3-11 = (Electrical Service Disconnect, F&I, Pole Mount)/EA	155.00	5	775.00
639-3-60 = (Electrical Service Disconnect, Remove)/EA	30.00	5	150.00
<b>641-2-AB Pre-Stressed Concrete Pole:</b>			
641-2-12 = (Furnish & Install Service Pole)/EA	750.00	5	3,750.00
<b>Concrete Strain Pole N-IV:</b>			
20' - 26'/EA	1,011.00	1	1,011.00
28' - 34'/EA	1,131.00	1	1,131.00
36' - 42'/EA	2,500.00	1	2,500.00
42' - 50'/EA	4,789.00	1	4,789.00
<b>Concrete Strain Pole N-V:</b>			
20' - 26'/EA	1,526.00	1	1,526.00
28' - 34'/EA	1,835.00	1	1,835.00
36' - 42'/EA	4,000.00	1	4,000.00
42' - 50'/EA	5,195.00	1	5,195.00
<b>Concrete Strain Pole N-VI:</b>			
20' - 26'/EA	1,670.00	1	1,670.00
28' - 34'/EA	2,020.00	1	2,020.00
36' - 42'/EA	4,200.00	1	4,200.00
42' - 50'/EA	5,965.00	1	5,965.00
<b>Concrete Strain Pole N-VII:</b>			
20' - 26'/EA	1,970.00	1	1,970.00
28' - 34'/EA	2,500.00	1	2,500.00
36' - 42'/EA	5,000.00	1	5,000.00
42' - 50'/EA	6,640.00	1	6,640.00
<b>Concrete Strain Pole N-VIII:</b>			
20' - 26'/EA	2,150.00	1	2,150.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
28' - 34'/EA	2,665.00	1	2,665.00
36' - 42'/EA	5,200.00	1	5,200.00
42' - 50'/EA	6,925.00	1	6,925.00
<b>643 Wood Pole: F&amp;I</b>			
Class 5 Wood Strain Pole/35'/EA	875.00	1	875.00
Wood Strain Pole/6" Top x 16'/.60 CCA SYP Pole (Treated)/EA	533.00	1	533.00
<b>646-1-AB - Pedestal and Pedestrian Post:</b>			
646-1-11 = (Aluminum Pedestal)/EA	795.00	5	3,975.00
646-1-12 = (Aluminum Pedestrian Post)/EA	235.00	5	1,175.00
646-40 = (Pedestal/Post, Remove)/EA	85.00	5	425.00
<b>650-1-AB Traffic Signal Assembly:</b>			
650-1-11 = (Traffic Signal/12" (1 Section, 1 Way)/AS	660.00	10	6,600.00
650-1-24 = (Traffic Signal/12" (3 Section, 1 Way Poly w/ Alum)/AS	835.00	25	20,875.00
650-1-34 = (Traffic Signal/12" (3 Section, 1 Way Poly)/AS	865.00	25	21,625.00
650-1-26 = (Traffic Signal/12" (4 Section, 1 Way Poly w/ Alum)/AS	1,000.00	1	1,000.00
650-1-36 = (Traffic Signal/12" (4 Section, 1 Way Poly)/AS	1,075.00	1	1,075.00
650-1-29 = (Traffic Signal/12" (5 Section, 1 Way Poly w/ Alum)/AS	1,170.00	10	11,700.00
650-1-38 = (Traffic Signal/12" (5 Section, 1 Way Straight Poly)/AS	1,135.00	5	5,675.00
650-1-39 = (Traffic Signal/12" (5 Section, 1 Way Cluster Poly)/AS	1,135.00	5	5,565.00
650-1-12 = (Traffic Signal/12" (1 Section, 2-4 Way)/AS	995.00	1	995.00
650-1-25 = (Traffic Signal/12" (3 Section, 2 Way Poly w/ Alum)/AS	1,378.00	10	13,780.00
650-1-50 = (Traffic Signal Install only)/ EA	200.00	1	200.00
650-1-60 = (Traffic Signal Remove)/EA	45.00	1	45.00
<b>650-2-ABB Vehicular Signal Auxillaries:</b>			
650-2-102 = (Backplate – Black with Retro-reflective Border)/EA	135.00	100	13,500.00
650-2-105 = (Tunnel Visor)/EA	40.00	100	4,000.00
650-2-106 = (12" LED Module)/EA	75.00	300	22,500.00
<b>650-2 Miscellaneous Vehicular Signal Auxillaries:</b>			
12" Red LED Module/EA	65.00	25	1,625.00
12" Yellow LED Module/EA	65.00	25	1,625.00
12" Green LED Module/EA	65.00	100	6,500.00
12" Red Arrow LED Module/EA	65.00	15	975.00
12" Yellow Arrow LED Module/EA	65.00	15	975.00
12" Green Arrow LED Module/EA	65.00	15	975.00
12" Yellow LED (12 Volt)/EA	150.00	15	2,250.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
3M Optical Signal Lamp/EA	125.00	15	1,875.00
12° Geometrically Programmed Louver	265.00	10	2,650.00
Astro Bracket 110° SS Cable/EA	255.00	10	2,550.00
<b>653-1-AB Pedestrian Signal:</b>			
653-1-11 = (Pedestrian Signal LED Countdown, 1 Way)/AS	600.00	10	6,000.00
653-1-12 = (Pedestrian Signal LED Countdown, 2 Way)/AS	1,165.00	10	11,650.00
<b>Miscellaneous Pedestrian Signal:</b>			
Pedestrian Signal (LED Countdown Module)/EA	225.00	25	5,625.00
Pedestrian Signal Housing (Ped Can)/EA	155.00	10	1,550.00
4" Spun Aluminum Pedestal (Pedestrian Signal, Flashing Beacon)/EA	430.00	25	10,750.00
Slip-Filter 4½" /EA	75.00	25	1,875.00
2 Way Signal Bracket Ki/EA	132.00	10	1,320.00
<b>654-1-AB In Roadway Light Assembly:</b>			
654-1-20 = (In-Roadway Light Assembly Solar Powered)/AS	30,500.00	1	30,500.00
654-1-21 = (In-Roadway Light Fixture Solar Powered)/EA	1,850.00	1	1,850.00
654-1-22 = (In-Roadway Light Cabinet Solar Powered)/EA	3,500.00	1	3,500.00
<b>654-2-AB Rectangular Rapid Flashing Beacon Assembly(RRFB)</b>			
654-2-21 = (RRFB Complete Assembly Solar- Single Direction)/AS	5,200.00	1	5,200.00
654-2-22 = (RRFB Complete Assembly Solar- Back to Back)/AS	6,000.00	1	6,000.00
654-2-73 = (Maintenance use-Replace batteries 55 amp)/EA	200.00	1	200.00
654-2-74 = (Maintenance use-Replace RRFB unit)/EA	7,500.00	1	7,500.00
<b>660-1 Loop Detectors:</b>			
Loop Detector/1 Channel/Relay Output/Shelf Mount/EA	135.00	10	1,350.00
Loop Detector/1 Channel/Relay Output/Shelf Mount/Time Delay/EA	175.00	10	1,750.00
Loop Detector/1 Channel/Solid State/Shelf Mount/EA	155.00	10	1,550.00
Loop Detector/1 Channel/Solid State/Shelf Mount/Time Delay/EA	185.00	10	1,850.00
Loop Detector/2 Channel/Solid State/Shelf Mount/EA	300.00	10	3,000.00
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA	300.00	10	3,000.00
Loop Detector/4 Channel/Solid State/Shelf Mount/EA	600.00	1	600.00
Loop Detector/4 Channel/Solid State/Shelf Mount/Time Delay/EA	600.00	1	600.00
Loop Detector/2 Channel/Solid State/Rack Mount/EA	150.00	10	1,500.00
Loop Detector/2 Channel/Rack Mount/Time Delay/EA	200.00	10	2,000.00
Loop Detector/4 Channel/Solid State/Rack Mount/EA	425.00	1	425.00
Loop Detector/4 Channel/Solid State/Rack Mount/Time Delay/EA	425.00	1	425.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>660-2-ABB Loop Assembly:</b>			
660-2-101 = (Loop Assembly/Type A/6'x 50')/AS	600.00	10	6,000.00
660-2-102 = (Loop Assembly/Type B/6' x 6')/AS	500.00	10	5,000.00
660-2-106 = (Loop Assembly/Type F/6'x50')/AS	1,000.00	10	10,000.00
<b>Miscellaneous Inductive Loop:</b>			
Surge Arrestor (Inductance Loop Amplifier)/EA	14.00	10	140.00
Home Run Cable (Replacement)/LF	2.00	500	1,000.00
<b>660-4-AB Vehicle Detection System-Video:</b>			
660-4-11 = V.D.S. Video (F&I Cabinet Equipment)/EA	15,500.00	1	15,500.00
660-4-12 = V.D.S. Video (F&I Above Ground Equipment)/EA	5,500.00	1	5,500.00
660-4-41 = V.D.S. Video (Relocate Cabinet Equipment)/EA	1,125.00	1	1,125.00
660-4-42 = V.D.S. Video (Relocate Above Ground Equipment)/EA	840.00	1	840.00
660-4-60 = V.D.S. Video (Remove)/EA	150.00	1	150.00
660-4-80 = V.D.S. Video (Preventative Maintenance)/EA	300.00	1	300.00
<b>Miscellaneous Vehicle Detection System-Video:</b>			
Aldis, 360 degree 10" diameter x 9" Fisheye Camera / EA	5,500.00	1	5,500.00
Aldis, GRIDSMART Control Unit for TS1 and TS2 Traffic Control Cabinets/EA	14,900.00	1	14,900.00
12 ft. Camera Extension Assembly/EA	100.00	5	500.00
Iteris RZ-4 Advanced Wide Dynamic Range Camera	2,200.00	2	4,400.00
Iteris Vantage Edge 2 Video Processor Card (Single)/EA	5,345.00	2	10,690.00
Iteris Vantage Edge 2 Video Processor Card (Dual)/EA	8,277.00	2	16,554.00
Iteris Vantage EdgeConnect Video Interface Card/EA	3,311.00	2	6,622.00
16"-19"LCD Monitor for Video detection System/EA	800.00	5	4,000.00
Video Surge Arrestor CAT5/EA	40.00	5	200.00
Video Surge Arrestor BNC/EA	75.00	5	375.00
Video Cable CAT 5/LF	1.00	500	500.00
Video Cable Composite/LF	1.00	500	500.00
<b>665-1-AB Pedestrian Detector:</b>			
665-1-11 = Pedestrian Detector (Standard)/EA	155.00	50	775.00
665-1-12 = Pedestrian Detector (Accessible "Audible")/EA	1,645.00	8	13,160.00
<b>Miscellaneous Pedestrian Detection System:</b>			
Detector Sign (Pedestrian)/EA	35.00	50	1,750.00
Push Button (Pedestrian Detector Standard)/EA	75.00	50	3,750.00
Push Button (Pedestrian Detector Accessible "Audible")/EA	1,500.00	10	15,000.00
PB-5100 8' Aluminum Pole/EA	430.00	10	4,300.00
<b>670-5-ABC Traffic Signal Controller Assembly:</b>			
670-5-110 = (Traffic Controller Assembly NEMA)/AS	19,000.00	2	38,000.00
670-5-111 = (Traffic Controller Assembly NEMA w/ 1 Pre)/AS	19,000.00	2	38,000.00
670-5-112 = (Traffic Controller Assembly NEMA w/ 2 Pre)/AS	19,500.00	2	39,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
670-5-151 = (Traffic Controller Assembly ATC w/ 1 Pre)/AS	20,300.00	2	40,600.00
670-5-152 = (Traffic Controller Assembly ATC w/ 2 Pre)/AS	20,300.00	2	40,600.00
670-5-500 = (Traffic Controller Assembly, Modify)/AS	500.00	5	2,500.00
670-5-600 = (Traffic Controller Assembly, Remove)/AS	150.00	5	750.00
<b>671-2-AB Traffic Signal Controller:</b>			
671-2-11 = (Traffic Controller, NEMA)/EA	4,625.00	10	46,250.00
671-2-13 = (Traffic Controller, ATC)/EA	4,625.00	10	46,250.00
671-2-40 = (Traffic Controller, Modify)/EA	300.00	20	6,000.00
<b>671-2 Miscellaneous Traffic Signal Controller:</b>			
Conflict Monitor/Fuse/½ Amp (SloBlo)/EA	1.00	5	5.00
Conflict Monitor/Fuse/2 Amp/EA	1.00	5	5.00
Controller Fuse/3/4/ Amp/24 VDC/EA	1.00	1	1.00
Controller Fuse/1 ¼ Amp (SloBlo)/EA	1.00	1	1.00
Peek/3000E/NEMA/TS-1/8 Phase/EA	4,825.00	1	4,825.00
<b>Controller Type (Interconnect 860 NM Fiber Optic, Closed Loop):</b>			
Peek 3000E NEMA/TS-1/8 Phase/EA	5,200.00	1	5,200.00
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA	4,900.00	1	4,900.00
<b>Controller Type (Interconnect FSK Wire, Closed Loop):</b>			
Peek 3000E NEMA/TS-1/8 Phase/EA	5,080.00	1	5,080.00
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA	4,710.00	1	4,710.00
Peek 3000E Refurbished(*)Controller	2,000.00	20	40,000.00
Peek 3000E Refurbished(*)NEMA/8Phase/TS-1/Fiber Optic/EA	2,000.00	20	40,000.00
Peek 3000E Refurbished(*)NEMA/8Phase/TS-1/FSK/EA	2,000.00	10	20,000.00
Peek ATC-1000 Controller/EA	4,350.00	5	21,750.00
Peek ATC-1000 Refurbished(*) Controller/EA	2,000.00	5	10,000.00
McCain ATC eX Controller, TS2 Type 1	5,300.00	5	26,500.00
McCain ATC eX Refurbished(*) Controller, TS2 Type 1	2,537.00	5	12,685.00
McCain ATC eX NEMA Controller, TS2 Type 2	5,080.00	5	25,400.00
McCain ATC eX NEMA Refurbished(*) Controller, TS2 Type 2	2,900.00	5	14,500.00
<b>(*) = Factory Certified</b>			
<b>676 - Base Mounted Controller Cabinet:</b>			
NEMA/SOP 10/8 Phase/TS-1 (2) Preemption Plans (Per FDOT District 3 Specifications)/EA	22,000.00	1	22,000.00
NEMA/SOP 10/8 Phase/TS-1/Communications/Master (Per FDOT District 3 Specifications)/EA	22,500.00	1	22,500.00
NEMA/SOP 10/8 Phase/TS-1/Communications/Master/Video Detection (Per FDOT District 3 Specifications)/EA	22,500.00	1	22,500.00
NEMA/SOP 10/8 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	22,000.00	1	22,000.00
NEMA/4 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	12,000.00	1	12,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
<b>684-1-A Managed Field Ethernet Switch:</b>			
684-1-1 = (Managed Ethernet Switch, F&I)/EA	3,131.00	5	15,655.00
684-1-3= (Managed Ethernet Switch, Install Only)/EA	250.00	5	1,250.00
<b>Miscellaneous Managed Field Ethernet Switch:</b>			
ITS Express ITS 8040 12 Port/Layer2 Hardened Ethernet Switch/EA	1,600.00	5	8,000.00
ITS Express ITS VC-1000 Twisted-Pair Converter(FSK)/EA	725.00	5	3,625.00
Siemens Rugged VDSL, RS930L, 6 Port Ethernet Switch/EA	2,260.00	5	11,300.00
<b>684-6-AB Wireless Communication Device:</b>			
684-6-11 = W.C.D., F&I, Ethernet Access Point/EA	3,500.00	1	3,500.00
684-6-12 = W.C.D., F&I, Ethernet Subscriber Unit/EA	3,000.00	1	3,000.00
684-6-13 = W.C.D., F&I, Ethernet Serial Data Unit/EA	1,500.00	1	1,500.00
684-6-30 = W.C.D., F&I, Install/EA	1,200.00	1	1,200.00
<b>Miscellaneous Wireless Communication Device:</b>			
Encom Wireless, Commpak IP Serial/Ethernet Bridge/EA	1,500.00	1	1,500.00
Encom Wireless E-Lite 300Mbps Unit, (Complete)/EA	3,200.00	1	3,200.00
<b>685-1-AB Uninterruptible Power Supply:</b>			
685-1-13 = Uninterruptible Power Supply, F&I, w/Cabinet/EA	7,612.00	1	7,612.00
685-1-14 = Uninterruptible Power Supply, F&I, O/D w/Cabinet/EA	9,000.00	1	9,000.00
<b>Miscellaneous Uninterruptible Power Supply:</b>			
Myers Power Product UPS, MP2000, 1500w Inverter/EA	1,500.00	1	1,500.00
TCS UPS Piggy-Back Cabinet/EA	6,775.00	1	6,775.00
TCS Generator Transfer Switch/EA	800.00	1	800.00
<b>700-5-AB Internally Illuminated Sign</b>			
700-5-21 = IIS, Overhead Mount, Up to 12 Sq Ft/EA	2,565.00	5	12,825.00
700-5-22 = IIS, Overhead Mount, 12-18 Sq Ft/EA	3,800.00	5	19,000.00
<b>700-11-ABC Electronic Display Sign</b>			
700-11-161=(E.D.S. Grd/Mt. AC/Powered w/S.F.B. & Beacons/AS	9,500.00	4	38,000.00
700-11-261=(E.D.S. Grd/Mt. Solar/Powered w/S.F.B.& Beacons/AS	10,500.00	4	42,000.00
<b>700-12-AB Sign Beacon:</b>			
700-12-11 = (Sign Beacon AC Power 1 Beacon)/AS	2,250.00	2	4,500.00
700-12-12 = (Sign Beacon AC Power 2 Beacons)/AS	3,345.00	2	6,690.00
700-12-21 = (Sign Beacon Solar Power 1 Beacon)/AS	5,145.00	2	10,290.00
700-12-22 = (Sign Beacon Solar Power 2 Beacons)/AS	5,520.00	2	11,040.00
<b>Miscellaneous E.D.S. / Sign Beacon Items:</b>			
PB-5100 12' Aluminum Pole/EA	200.00	5	1,000.00
PB-5100 15' Aluminum Pole/EA	225.00	5	1,125.00
PB-5100 18' Aluminum Pole/EA	300.00	5	1,500.00
PB-5306 Anchor Bolts/EA	15.00	100	1,500.00
PB-5335 Square Aluminum Base with Aluminum Door/EA	255.00	25	6,375.00
PB-5325 Collar Assembly for Square Base/EA	200.00	25	5,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
SE-1100 4.5' OD Post Mounting Kit/EA	45.00	25	1,125.00
SE-1002 Flasher Cabinet Assembly with Police Type One Lock/EA	505.00	5	2,525.00
SE-0513 Tri-Stud Adapters/EA	45.00	25	1,125.00
SH-0206 U-Bolt Sign Assembly Kit/EA	30.00	25	750.00
Carmanah R247 Series 24-Hour Flashing Warning Beacon/AS	3,700.00	1	3,700.00
Carmanah R820 Series Crosswalk Beacon/AS	3,800.00	1	3,800.00
Carmanah R829 Series/Sch Zone Bcn/w/Calendar-Based Software/AS	5,264.00	1	5,264.00
Naztec Series 100/365 Day Programmable/EA	400.00	1	400.00
RTC AP21/365 Day Programmable/EA	660.00	10	6,600.00
ELTEC/NTC-17E/365 Day Programmable/EA	500.00	1	500.00
AP22/Time Switch/EA	800.00	1	800.00
CPR2102G/Pager Programmable Time Switch/EA	1,400.00	1	1,400.00
RTC, AP22/365 Day Programmable/EA	800.00	1	800.00
RU2 FAST Systems, RU2 Fast 18" Display Sign, Solar/EA	11,500.00	1	11,500.00
RU2 FAST Systems, RU2 Fast 18" Display Sign, 120v/EA	11,500.00	1	11,500.00
IDC 1520 Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	11,000.00	1	11,000.00
IDC 1820 Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	11,000.00	1	11,000.00
IDC LED Panel 15" Digits w/SLOW DOWN	785.00	1	785.00
IDC Polycarbonate Window 15" Digit w/SLOW DOWN	180.00	1	180.00
IDC 15" (30" x 42" ) Diamond Grade Florescent Yellow/Green	485.00	1	485.00
HR LLC Approach-Only Radar Unit	1,225.00	1	1,225.00
ASC Solar Charge Controller (8 amp)	170.00	1	170.00
IDC Devise/Manager, Controller Board, Programmable wireless	615.00	1	615.00
MorningStar/SunSaver Solar Charge Controller (10 amp )	615.00	1	615.00
55 Watt, Solar Power Panel Kit Complete for Speed Check Displays/EA	1,050.00	1	1,650.00
Solar Panel Racking/EA	250.00	1	250.00
Solar Pole-Mounted Battery Box/EA	525.00	1	525.00
<b>Emergency Generator Power Hook-Up:</b>			
(Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT D-3 Spec)/AS	500.00	1	500.00
<b>Miscellaneous Signalization Equipment:</b>			
Peek Double Diamond NEMA/TS-1/CMU/EA	1,300.00	1	1,300.00
Peek ELRA Conflict Monitor (Used)/EA	400.00	1	400.00
Load Switch/EA	37.00	200	7,400.00
Flash Transfer Relay/EA	62.00	25	1,550.00
Surge Arrestor (Closed Loop Communication Line)/EA	100.00	1	100.00
Controller/Peek VideoTrak Plus/EA	5,000.00	1	5,000.00

<b>RESPONSE MAINTENANCE</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Ext.</b>
Camera/Peek VPK351-B VideoTrak/EA	2,500.00	1	2,500.00
Video System/Peek Uni Trak Detector Card (TS-1)/EA	4,925.00	1	4,925.00
Solar System/12V Sealed Battery 55 amp/EA	311.00	10	3,110.00
Solar System/12V Sealed Battery 105 amp/EA	345.00	10	3,450.00
Power Supply/Peek NEMA PS 100/EA	665.00	1	665.00
Cabinet Fan/EA	30.00	10	300.00
Police Manual Control Button/EA	50.00	1	50.00
Pedestrian Isolator Board (TCS Cabinet)/EA	600.00	1	600.00
Pedestrian Isolator Board (Peek NEMA Cabinet)/EA	300.00	10	3,000.00
¼" Nail-In Anchor/EA	1.00	200	200.00
Blacktop Patch/EA	8.00	50	400.00
#12 Fork Terminals/EA	0.40	1000	400.00
Tie Wraps/EA	0.50	1000	500.00
#6 THHN Wire/LF	1.00	100	100.00
SEOW or "SO" 10-3, AWG Copper Cable/LF	1.00	500	500.00
Hand Hole Cover (Mast Arm)/EA	45.00	10	450.00
Foundation (Controller Cabinet)/EA	500.00	5	2,500.00
Concrete Pad/EA	300.00	5	1,500.00
24"x48" Concrete Base w/Ground Rod/EA	800.00	10	8,000.00
Anchor Bolts/EA	15.00	100	1,500.00
EDI, PS 200 Shelf/Power Supply/EA	665.00	5	3,325.00
EDI, TS-2 Type 1, Bus Interface Unit Card/EA	455.00	10	4,550.00
<b>TOTAL</b>			<b>2,155,020.75</b>
Performance & Payment Bond, if required per task (not to be included in evaluation for "Low Bid")	Per \$1,000.00		15.00

(TO BE FILLED IN)

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No.   1                        Date   8/23/16                        Addendum No.                                 Date           

Addendum No.   2                        Date   8/24/16                        Addendum No.                                 Date

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFON PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850)595-4980  
(SUNCOM) 695-4980  
TELEFAX (850)595-4605

<http://www.myscambiacounty.com/business/solicitations>



CLAUDIA SIMMONS  
*Purchasing Manager*

August 23, 2016

To: All Known Prospective Bidders

**ADDENDUM NUMBER 1:**

Re: Traffic Signal Response Maintenance  
Specification Number: PD 15-16.088

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for:

1. A correction to the title page. The solicitation as originally posted had the title PD 15-16.089, Street and Navigation Lighting Maintenance and Repair. The attached document replaces that document.
2. Special Terms and Conditions, Item 3, Performance and Payment Bonds – It is not anticipated that Performance and Payment Bonds will be required. It is anticipated that Item 6, Liquidated Damages/Charges for Non-Performance will be used in lieu of Performance and Payment Bonds.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

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

Paul Nobles, CPPO, CPPB, FCCM, FCN  
Senior Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: Ingram Signalization, Inc.

PRN



RECOMMENDATION TO AWARD DETERMINATION CHECKLIST  
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1

- GENERAL INFORMATION SECTION -

Description: TRAFFIC SIGNAL RESPONSE MAINTENANCE

Bid Number: PD 15-16.088

Opening Date/Time:

Purchasing Agent:

Client Department: PUBLIC WORKS / TTO

Dept. Director/Designee: COLBY BROWN

Protest Information:

**Note: Purchasing will advise of any Protest(s)**

Requisition #

Fund:

Cost Center:

Object Code:

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation X Yes \_\_\_ No

**Note: Attachments to Requisition shall Reference PD #**

Comments Applicable to General Information Section:

SECTION 2

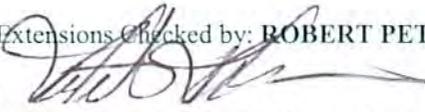
- RECOMMENDED AWARD SECTION -

(See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by: ROBERT PETERSON

(Signature)



(Date)

9/2/2016

**Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.**

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder

Purchasing \_\_\_ Yes \_\_\_ No Client Department X Yes \_\_\_ No

If Yes, Please Document in Space Provided:

SECTION 3

-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -  
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval:



(Signature)

**Note: Fax Immediately to Director or Designee if not at Public Opening.**

Purchasing Manager/Designee Approval:

(Signature)

**Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).**

**Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).**



[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Code 08EN0068

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form D: Road/Drainage

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

This project consists of paving Crary Road which is an existing dirt road. Paving Crary Road will consist of slight modifications to the existing alignment and the paving limits will extend from US Highway 29 to Byrneville Road. This project will also include drainage and stormwater improvements including concrete paved swales and installation of a new water main. Other work associated with the dirt road paving will include maintenance of traffic, stormwater pollution prevention, sodding, shoulder work, pavement striping, etc. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways shall have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, July 18, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Wednesday, July 27, 2016. Five firms were represented at that meeting. Bids were received from four contractors on Thursday, August 18, 2016. Roberson Excavating, Inc. is the low bidder.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and PO.

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**Attachments**

Recommendation to Award Determination Checklist

Agreement

Bid Tabulation

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**STANDARD CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**Roberson Excavating, Inc.**

**For**

**PD 15-16.078, Crary Road Dirt Road Paving**

**FORM D: Road/Drainage**

**(Revised June 2016)**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
FORM D

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<b>[Description/Sheet No./Date]</b>	
Exhibit I/Technical Specifications <b>[Description/Date]</b>	
Exhibit J/Supplemental Terms and Conditions	
Exhibit K/Federal Documents (if applicable)	
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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND ROBERSON EXCAVATING, INC. FOR STANDARD  
ROAD/DRAINAGE CONSTRUCTION CONTRACT  
DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with Roberson Excavating, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.078, Crary Road Dirt Road Paving ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
  
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
  
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT**

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**One Million Three Hundred Thirteen Thousand Three Hundred Ninety One Dollars and  
Fifty Five Cents  
1,313,391.55**

#### **SECTION 4. BONDS**

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. 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 as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

#### **SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Fifty (150) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SECTION 6. EXHIBITS INCORPORATED**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Payment Adjustment - Bituminous Material
- Exhibit H: Plans & Standard Details prepared by or for County and Identified as follows:

**TITLE SHEET NO. DATE**

- Exhibit I: Technical Specifications

- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

**SECTION 7. NOTICES**

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering  
3363 West Park Place  
Pensacola, Florida 32505  
Attention: Cooper Saunders, Engineering Project Coordinator

- B. All correspondence with the Contractor will be addressed to the following:

Roberson Excavating, Inc.  
6013 Southridge Road  
Milton, Florida 32570  
Attention: Billy R. Roberson

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

**SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Roberson Excavating, Inc. signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

**Roberson Excavating, Inc.**, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: Billy R. Roberson

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: September 22, 2016

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1. INTENT OF CONTRACT DOCUMENTS**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
  
- 1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
  
- 1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
  
- 1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 1. INVESTIGATION AND UTILITIES**

- 1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

## **Section 2. SCHEDULE**

- 2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

## **Section 3. PROGRESS PAYMENTS**

- 3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 3.4.** Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- 4.6** Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

- 4.6** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

- 4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

**Section 4. PAYMENTS WITHHELD**

- 4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

**Section 5. FINAL PAYMENT**

- 5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

**Section 6. SUBMITTALS AND SUBSTITUTIONS**

- 6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

- 6.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 6.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 6.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 6.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## **Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 7.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
- 7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6. Description of Work being performed at the Project site;
- 7.1.7. Any unusual or special occurrences at the Project site;
- 7.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 7.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

## **Section 8. CONTRACT TIME AND TIME EXTENSIONS**

- 8.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
  - 8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
  - 8.4.2.** The weather was unusual as documented by supporting data.
  - 8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
  - 8.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

## **Section 9. CHANGES IN THE WORK**

- 9.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

- 9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

## **Section 10. CLAIMS AND DISPUTES**

- 10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

## **Section 11. OTHER WORK**

- 11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 11.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

## **Section 12. INDEMNIFICATION AND INSURANCE**

- 13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.3** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.4** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.5** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.6** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.7** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.8** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

### **Section 13. COMPLIANCE WITH LAWS**

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### **Section 14. CLEANUP AND PROTECTIONS**

- 14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

#### **Section 15. ASSIGNMENT**

- 15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

#### **Section 16. PERMITS, LICENSES AND TAXES**

- 16.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 16.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 16.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

#### **Section 17. TERMINATION FOR DEFAULT**

- 17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 17.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 17.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 17.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 17.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

#### **Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 18.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 18.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 19. COMPLETION**

- 19.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 19.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

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(Project Name and Address)

---

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 20. WARRANTY**

- 20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

**Section 21. PROJECT LAYOUT AND CONTROL**

- 21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 21.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 21.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

**Section 22. TESTS AND INSPECTIONS**

- 22.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 22.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

## **Section 23. DEFECTIVE WORK**

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 23.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

#### **Section 24. SUPERVISION AND SUPERINTENDENTS**

**24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### **Section 25. PROTECTION OF WORK**

**25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

**25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **Section 26. EMERGENCIES**

**26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

**Section 27. USE OF PREMISES**

- 27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 27.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

**Section 28. SAFETY**

- 28.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
- 28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- 28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Telephone Number)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**BY THIS BOND**, We, \_\_\_\_\_

(Insert name, address and phone number of contractor)

\_\_\_\_\_ (hereinafter called the "Principal") and

\_\_\_\_\_ (hereinafter called the "Surety"),

(Insert name)

located at \_\_\_\_\_, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me

**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1)** Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2)** The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3)** The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4)** Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5)** The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6)** In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7)** The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8)** Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

**(a)** The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

**(b)** Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
  
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
  
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
  
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_

[Corporate Seal]

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number PD \_\_\_\_\_

Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

~ Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

*Contractor*

By: \_\_\_\_\_

*Engineer*

By: \_\_\_\_\_

Owner

**EXHIBIT G**  
**PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.**

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
  - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
  - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
  - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
  - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
  - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(I<sub>d</sub>-I<sub>b</sub>) where:  
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)  
Pb ' Bid unit price for Bituminous Material.  
I<sub>d</sub> ' Asphalt Price Index during the month in which the material is incorporated into the project.  
I<sub>b</sub> ' Asphalt Price Index during the month in which bids were received for this contract.
  - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
  - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10928**

**County Administrator's Report 10. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Contract Award for Jackson Lakes Maintenance Yard and Hurd Lane

**From:** Claudia Simmons, Purchasing Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Contract Award for Jackson Lake Maintenance Yard/Hurd Lane - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Gulf Atlantic Constructors, Inc., per the terms and conditions of PD 15-16.073, Jackson Lake Maintenance Yard/Hurd Road, for a lump sum of \$470,940.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330494, Object Code 54612/56301, Project Code ESDMP01]

**BACKGROUND:**

The referenced project is located in West Pensacola south of Jackson Street with access to the County Maintenance Yard (CMY) and Hurd Lane off of Citrus Street. The maintenance yard experienced a slope failure during the April 29-30, 2014 storm event. The failure allowed considerable amount of sediment to enter Jackson Lake. On Hurd Lane uncontrolled surface runoff caused severe scour and erosion. The scour resulted in a slope failure on the west bank of Jackson Lake, east of the Escambia County Maintenance yard.

The project primarily involves earthwork fill, slope stabilization, and grading of existing eroded slopes surrounding the northwest corner of Jackson Lake adjacent to the end of Hurd Lane and the CMY. The existing conditions of the west bank are nearly vertical slopes. The toe of slope will only be accessible from the CMY. Access for construction activities will have to be created by grading an access road. Slopes will be covered with Rolled Erosion Control Products (RECP's) in order to prevent erosion and aid vegetation establishment.

This project is funded by FEMA with an estimated cost of \$475,000 for construction, design, and survey. The FEMA completion date for this project is April 24, 2017.

Construction is projected to start in October with 140 days construction, placing the final completion date in March 2017.

The legal advertisement for this Invitation to Bid was advertised in the Pensacola News Journal on Monday, July 18, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Wednesday, July 27, 2016. Six firms were represented at that meeting. Bids were received from four contractors on Wednesday, August 17, 2016. Gulf Atlantic Constructors, Inc. is the low bidder.

**BUDGETARY IMPACT:**

[Funding: Fund 112 Disaster Recovery Fund, Cost Center 330494, Object Code 54612/56301, Project Code ESEPW01]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form D: Road/Drainage

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The referenced project is located in West Pensacola South of Jackson Street with access to the County Maintenance Yard (CMY) and Hurd Lane off of Citrus Street. The maintenance yard experienced a slope failure during the April 29-30, 2014 storm event. The failure allowed considerable amount of sediment to enter Jackson Lake. On Hurd Lane uncontrolled surface runoff caused severe scour and erosion. The scour resulted in a slope failure on the west bank of Jackson Lake, east of the Escambia County Maintenance Yard.

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**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

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**Attachments**

Agreement

Bid Tabulation

Award Determination Checklist

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**STANDARD CONSTRUCTION CONTRACT  
DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA**

**AND**

**Gulf Atlantic Constructors, Inc.**

**For**

**PD 15-16.073, Jackson Lake Maintenance Yard / Hurd Road**

**FORM D: Road/Drainage**

**(Revised June 2016)**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS  
FORM D

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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
AND GULF ATLANTIC CONSTRUCTORS, INC. FOR  
STANDARD ROAD/DRAINAGE CONSTRUCTION  
CONTRACT DOCUMENTS.**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,** ("County"), hereby contracts with Gulf Atlantic Constructors, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.073, Jackson Lake Maintenance Yard / Hurd Road ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS**

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
  
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
  
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT**

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**Four Hundred Seventy Thousand Nine Hundred Forty Dollars**

**470,940.00**

#### **SECTION 4. BONDS**

- A.** Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. 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 as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

#### **SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A.** Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Ten (110) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Forty (140) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SECTION 6. EXHIBITS INCORPORATED**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Payment Adjustment - Bituminous Material
- Exhibit H: Plans & Standard Details prepared by or for County and Identified as follows:
- Exhibit I: Technical Specifications
- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

**SECTION 7. NOTICES**

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering  
3363 West Park Place  
Pensacola, Florida 32505  
Attention: Terri Berry, Engineering Project Manager

- B. All correspondence with the Contractor will be addressed to the following:

Gulf Atlantic Constructors, Inc.  
650 West Oakfield Road  
Pensacola, Florida 32503  
Attention: Byron D. Bauer, President

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 8. MODIFICATION**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

**SECTION 11. NO WAIVER**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**SECTION 14. PUBLIC RECORDS.**

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Gulf Atlantic Constructors, Inc. signing by and through its President, duly authorized to execute same.

**COUNTY:**

**Escambia County, Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Jack R. Brown, County Administrator

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

**Gulf Atlantic Constructors, Inc.**, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Its: Byron D. Bauer, President

(Corporate Seal)

Date: \_\_\_\_\_

BCC Approved: September 22, 2016

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1. INTENT OF CONTRACT DOCUMENTS**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
  
- 1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
  
- 1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
  
- 1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 1. INVESTIGATION AND UTILITIES**

- 1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

## **Section 2. SCHEDULE**

- 2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

## **Section 3. PROGRESS PAYMENTS**

- 3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

**3.4.** Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

**4.5** County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

**4.6** Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

**4.6** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

- 4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

**Section 4. PAYMENTS WITHHELD**

- 4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

**Section 5. FINAL PAYMENT**

- 5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

**Section 6. SUBMITTALS AND SUBSTITUTIONS**

- 6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

- 6.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 6.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 6.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 6.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## **Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS**

- 7.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- 7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
- 7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6. Description of Work being performed at the Project site;
- 7.1.7. Any unusual or special occurrences at the Project site;
- 7.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 7.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**Section 8. CONTRACT TIME AND TIME EXTENSIONS**

- 8.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 8.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 8.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:

  - 8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
  - 8.4.2.** The weather was unusual as documented by supporting data.
  - 8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
  - 8.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

**Section 9. CHANGES IN THE WORK**

- 9.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

- 9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

## **Section 10. CLAIMS AND DISPUTES**

- 10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

## **Section 11. OTHER WORK**

- 11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 11.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

## **Section 12. INDEMNIFICATION AND INSURANCE**

- 13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 13.2** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.3** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.4** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.5** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.6** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.7** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.8** Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

### **Section 13. COMPLIANCE WITH LAWS**

- 14.1** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2** EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### **Section 14. CLEANUP AND PROTECTIONS**

- 14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

#### **Section 15. ASSIGNMENT**

- 15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

#### **Section 16. PERMITS, LICENSES AND TAXES**

- 16.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 16.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 16.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

#### **Section 17. TERMINATION FOR DEFAULT**

- 17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 17.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 17.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 17.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 17.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 17.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

#### **Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

- 18.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 18.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 19. COMPLETION**

- 19.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 19.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

---

(Project Name and Address)

---

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 20. WARRANTY**

- 20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

**Section 21. PROJECT LAYOUT AND CONTROL**

- 21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 21.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 21.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

**Section 22. TESTS AND INSPECTIONS**

- 22.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 22.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

## **Section 23. DEFECTIVE WORK**

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 23.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

#### **Section 24. SUPERVISION AND SUPERINTENDENTS**

**24.1.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### **Section 25. PROTECTION OF WORK**

- 25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **Section 26. EMERGENCIES**

**26.1.** In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

**Section 27. USE OF PREMISES**

- 27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 27.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

**Section 28. SAFETY**

- 28.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
  - 28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 28.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

**Section 30. PROJECT MEETINGS**

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_

(Insert name, address, and phone number of contractor), as Principal, and

\_\_\_\_\_

\_\_\_\_\_, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligees in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligees for Contract No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligees any and all losses, damages, costs and attorneys' fees that Obligees sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Witnesses as to Principal

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_

(Signature)  
Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Telephone Number)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me  
**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**BY THIS BOND**, We, \_\_\_\_\_

(Insert name, address and phone number of contractor)

\_\_\_\_\_ (hereinafter called the "Principal") and

\_\_\_\_\_ (hereinafter called the "Surety"),

(Insert name)

located at \_\_\_\_\_, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_

(Insert name of project, including legal description, street address of property and general description of improvement.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

(Business Address)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me

**OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1)** Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2)** The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3)** The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4)** Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5)** The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6)** In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

- (7)** The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

- (8)** Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

**(a)** The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

**(b)** Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15)** The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16)** The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17)** The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
  
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
  
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
  
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_

[Corporate Seal]

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number PD \_\_\_\_\_

Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

~ Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

*Contractor*

By: \_\_\_\_\_

*Engineer*

By: \_\_\_\_\_

Owner

**EXHIBIT G**  
**PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.**

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
  - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
  - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
  - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
  - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
  - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(I<sub>d</sub>-I<sub>b</sub>) where:  
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)  
Pb ' Bid unit price for Bituminous Material.  
I<sub>d</sub> ' Asphalt Price Index during the month in which the material is incorporated into the project.  
I<sub>b</sub> ' Asphalt Price Index during the month in which bids were received for this contract.
  - 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
  - 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.







**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10968**

**County Administrator's Report 10. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Cancellation of Commercial Façade, Landscape, and Infrastructure Grant Program Liens

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Cancellation of Commercial Façade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Façade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following Cancellations of Commercial Façade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

<b>Property Owner</b>	<b>Address</b>	<b>Amount</b>
Rocky's Collision Center, Inc.	416 West Herman Street	\$3,615
Rocky's Collision Center, Inc.	450 West Herman Street	\$5,130

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

**BACKGROUND:**

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

**BUDGETARY IMPACT:**

Funding for this project will be funded through the Palafox TIF, Cost Center 370115.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Cancellation of Lien documents.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Commercial Façade, Landscape, and Infrastructure Grant Program Liens cancellation.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner, will handle all implementation tasks.

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**Attachments**

Lien Cancellations Rocky'sCollisionCenter September2016

Cancellations Rocky'sCollisionCenter September2016

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,615** executed by **Rocky's Collision Center, Inc.**, and recorded in Official Record Book **7404** at pages **119-120**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

**Escambia County  
Clerk's Original**

6/25/2015 CRA II-8

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Rocky's Collision Center, Inc.</u></b>	<b><u>416 West Herman Street Pensacola, Florida 32505</u></b>	<b><u>09-2S-30-1100-000-196</u></b>

**Total Amount of Lien** **\$3,615**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015069114 09:10 2015 at 08:39 AM  
OFF REC BK: 7404 PG: 119 - 120 Doc Type: L  
RECORDING: \$18 50

Date: 2/1/2015 Verified By: *[Signature]*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

[Signature]  
Rock R. Bazinet, Jr., Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2015 by Rock R. Bazinet, Jr., Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

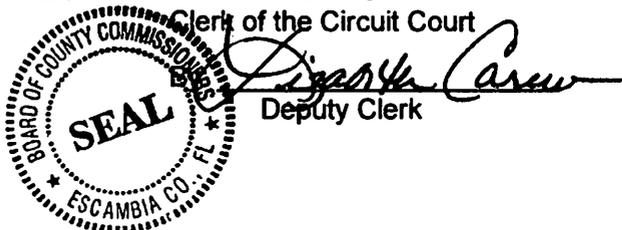
For: **Escambia County  
Board of County Commissioners**

By: [Signature]  
**Steven Barry, Chairman**

Date Executed: 6/30/2015

BCC Approved: 06-25-2015

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/27/15



Palafox District

416 W. Herman St.

**Parking Improvements**

Project Total \$7,230

Grant Total \$3,615



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,130** executed by **Rocky's Collision Center, Inc.**, and recorded in Official Record Book **7404** at pages **117-118**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 8/11/16

**Escambia County  
Clerk's Original**

6/25/2015 CAL IE-8

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Rocky's Collision Center, Inc.</u></b>	<b><u>450 West Herman Street Pensacola, Florida 32505</u></b>	<b><u>09-2S-30-1100-003-196</u></b>

**Total Amount of Lien** **\$5,130**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *[Signature]*

Date: 7/1/2015

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015069113 09:10:2015 at 08:39 AM  
OFF REC BK: 7404 PG. 117 - 118 Doc Type: L  
RECORDING. \$18.50

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: *Rock R. Bazinet, Jr.*  
Rock R. Bazinet, Jr., Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2015 by Rock R. Bazinet, Jr., Property Owner. He ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.



*Maxwell Rogers*  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: Escambia County  
Board of County Commissioners

By: *Steven Barry*  
Steven Barry, Chairman

Date Executed: 6/30/2015

BCC Approved: 06-25-2015

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court  
BY: *Pam Childers*  
Deputy Clerk



Approved as to form and legal sufficiency.  
By/Title: *John A. [Signature]*  
Date: 3/19/15

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place Suite 305, Pensacola, FL 32502



Before

Palafox District

450 W. Herman St.

**Parking Improvements**

Project Total \$10,260

Grant Total \$5,130



After



**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the aforementioned property owners.

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**Attachments**

Lien CX Canevari September2016

Lien CX Corbin September2016

Lien CX Kidder September2016

Lien CX Matthews September2016

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,550, executed by Raymond A. and Sheryl Canevari and recorded in Official Record Book 7407 at pages 105-106, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: K. H. [Signature]  
Date: 8/11/14

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

8/20/2015 CRA II-2(2)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name	Address of Property	Property Reference No.
<u>Raymond A. and Sheryl Canevari</u>	<u>324 E. Sunset Avenue</u> <u>Pensacola, FL 32507</u>	<u>51-2S-30-7062-007-043</u>

Total Amount of Lien \$4,550

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 8/24/2015 Verified By: *[Signature]*

For Recipient:

Raymond A. Canevari  
Raymond A. Canevari, Property Owner

Sheryl Canevari  
Sheryl Canevari, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2015 by Raymond A. Canevari, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2015 by Sheryl Canevari, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

(Notary Seal)

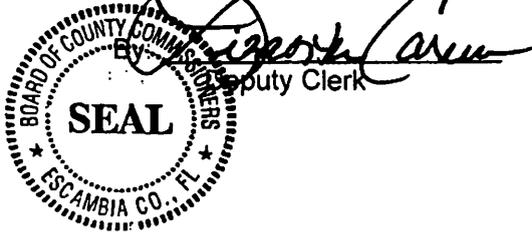


Maxwell Rogers  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Steven Barry  
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



Date Executed: 8/25/2015

BCC Approved: 8/20/2015

Approved as to form and legal sufficiency

By/Title: Kathalena  
Date: 8/22/15

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Before

Warrington District  
324 E. Sunset Ave.

**Replace roof**

Project Total \$9,100

Grant Total \$4,550



After

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,075**, executed by **Ted R. and Anita L. Corbin** and recorded in Official Record Book **7408** at pages **125-126**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: K. H. [Signature]  
Date: 12/11/15

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

8/20/2015 CRA II-2/3

Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

Lien Agreement

Applicant Name  
Ted R. and Anita L. Corbin

Address of Property  
421 Baublits Court  
Pensacola, FL 32507

Property Reference No.  
50-2S-30-6090-442-021

Total Amount of Lien

\$2,075

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015071418 09/18/2015 at 02:42 PM  
OFF REC BK: 7408 PG: 125 - 126 Doc Type: L  
RECORDING: \$18.50

Date: 8/26/2015 Verified By: *[Signature]*

For Recipient:

Ted R. Corbin  
Ted R. Corbin, Property Owner

Anita L. Corbin  
Anita L. Corbin, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2015 by Ted R. Corbin, Property Owner. He  is personally known to me or  has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2015 by Anita L. Corbin, Property Owner. She  is personally known to me or  has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: Steven Barry  
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court  
By: Pam Childers  
Deputy Clerk



Date Executed: 8/26/2015  
BCC Approved: 8/20/2015

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.  
By/Title: Kelvin A. A. A. A.  
Date: 8/24/15



Before

Warrington District

421 Baublits Ct.

**Replace roof**

Project Total \$4,150

Grant Total \$2,075



After

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CANCELLATION OF LIEN**

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,250, executed by Derryl D. Kidder and recorded in Official Record Book 7395 at pages 1063-1064, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: *[Signature]*

Date: 8/11/16

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

3/19/2015 CALTL-1

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**Derryl D. Kidder**

**Address of Property**  
**4 Audusson Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**59-2S-30-1000-003-020**

**Total Amount of Lien**

**\$2,250**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *J.P. Crew*

Date: *3/13/2015*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:



Derryl D. Kidder, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2015 by Derryl D. Kidder, Property Owner. He  is personally known to me or  has produced FL DL K360 388 as identification.



ZAKKIYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services



Signature of Notary Public

ZAKKIYAH OSUIGWE  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: K. Childers  
Date: 2/11/15

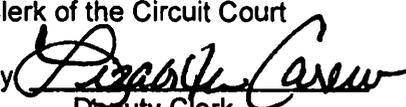
For: **Board of County Commissioners of Escambia County**

By:   
Steven Barry, Chairman

ATTEST:

**PAM CHILDERS**  
Clerk of the Circuit Court



By:   
Deputy Clerk

Date Executed: 3/31/2015

BCC Approved: 03-19-2015

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



Barrancas District

4 Audusson Ave.

**Electrical rewiring**

Project Total \$4,500

Grant Total \$2,250



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,569, executed by Mary L. Matthews and recorded in Official Record Book 7397 at pages 1950-1951, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: *[Signature]*  
Date: 8/11/10

**Escambia County  
Clerk's Original**

5/21/2015  
CAR II-1A(7)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
Mary L. Matthews

Address of Property  
3413 West Maxwell Street  
Pensacola, FL 32505

Property Reference No.  
16-2S-30-4900-003-003

**Total Amount of Lien**

**\$3,569**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2015065774 08 28 2015 at 11:49 AM  
OFF REC BK: 7397 PG: 1950 - 1951 Doc Type: L  
RECORDING: \$13.50

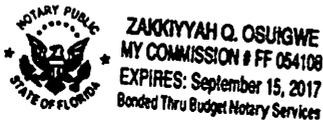
Date: 5/21/2015 Verified By: J. Carraw

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: *Mary L. Matthews*  
Mary L. Matthews, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2015 by Mary L. Matthews, Property Owner. He  is personally known to me or  has produced FDL M320 - 52A-D as identification.



(Notary Seal)

*Zakkiyah Osuigwe*  
Signature of Notary Public  
Zakkiyah Osuigwe  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: *Steven Barry*  
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



By: *Pam Childers*  
Deputy Clerk

Date Executed: 5/26/2015

BCC Approved: 05-21-2015

This instrument prepared by:  
Zakkiyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.  
By/Title: *[Signature]*  
Date: 5/27/2015



Before

Englewood District  
3413 W. Maxwell St.

**Replace roof**

Project Total \$7,138

Grant Total \$3,569





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10966** County Administrator's Report 10. 17.  
**BCC Regular Meeting** Budget & Finance Consent

**Meeting Date:** 09/22/2016

**Issue:** Commercial Facade, Landscape, and Infrastructure Grant Program  
Funding and Lien Agreements

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for Property Located at 8677 North Old Palafox - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 8677 North Old Palafox:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreement between Escambia County CRA and Basic Chemicals, Inc, owner of commercial property located at 8677 North Old Palafox, Ensley Redevelopment District, in the amount of \$3,455, representing an in-kind match through the Neighborhood Enterprise Division (NED), 2009 CDBG Cost Center 370212, and 2010 CDBG Cost Center 370214, Object Code 58301, for architectural restoration and exterior painting; and

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

**BACKGROUND:**

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

**BUDGETARY IMPACT:**

Funding for the Grant will be provided as follows;

1. Basic Chemicals, Inc, NED 2009 CDBG Cost Center 370212 and NED 2010 CDBG Cost Center 370214, in the amount of \$3,455

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner, will handle all implementation tasks.

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**Attachments**

Agreement-Basic Chemicals-September2016

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of September 2016 by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Basic Chemicals, Inc., (the "Recipient"), owner of commercial property located at 8677 North Old Palafox Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the total amount of **\$3,455**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,455**, which shall be comprised of a cash contribution of **\$3,455**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22<sup>nd</sup>** day of **September 2016**, and the Project shall be complete on or before the **22<sup>nd</sup>** day of **December 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless Escambia County and the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, Davis Bacon federal procurement documents, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The

Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of six (6) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, Florida 32502

Recipient:

Basic Chemicals, Inc.  
8677 North Old Palafox  
Pensacola, FL 32534

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. Federal Labor Standards/Prevailing Wage: Recipient acknowledges that improvements constructed with the proceeds of the grant constitute construction, alteration, demolition, installation, or repair work that may be funded, in whole or part, with federal funds. To the extent that such laws apply, the Recipient shall comply with all applicable federal, state and local laws and regulations pertaining to fair labor standards and payment of prevailing wages (collectively, "Labor Laws"), including but not limited to, the Federal Labor Standards as stated in Exhibit II.

When required to comply with Labor Laws, Recipient shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Recipient; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to County and its designees for inspection and copying during regular business hours.

Recipient shall defend, indemnify and hold harmless the County and its officers, employees, volunteers, agents and representatives from and against any and all present and future claims, arising out of or in any way connected with Recipient's obligation to comply with any Labor Laws, including all claims that may be made by contractors, subcontractors or other third party claimants.

22. Procurement of Goods and Services from Minority and Women-Owned Businesses. In performing this Agreement, Recipient agrees to use diligent efforts to purchase goods and services from qualified contractors, subcontractors and suppliers where at least fifty-one percent of the Partnership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women, whenever such goods and services are comparable in availability, quality and price. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, Recipient agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

23. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

24. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

26. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

27. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County  
Board of County Commissioners

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:  
Richard E. Spooner  
Richard E. Spooner, Property Owner

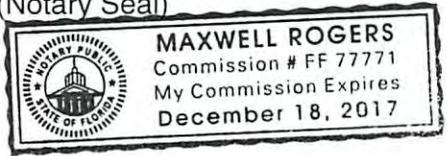
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August 2016 by, Richard E. Spooner, Property Owner. He ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/1/16

**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

Property Owner: **Basic Chemicals, Inc.**  
Property Address: **8677 North Old Palafox, Pensacola, FL 32534**

The "Project" includes the following improvements to the above referenced property:

**Architectural restoration and exterior painting.**

**Escambia County Community Redevelopment Agency**  
**Commercial Façade, Landscape, and Infrastructure Grant Program**  
Administered By: Escambia County Neighborhood & Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name	Address of Property	Property Reference No.
<b><u>Basic Chemicals, Inc.</u></b>	<b><u>8677 North Old Palafox Pensacola, Florida 32534</u></b>	<b><u>11-1S-30-1901-001-027</u></b>

**Total Amount of Lien** **\$3,455**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Richard E. Spooner  
Richard E. Spooner, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August, 2016 by, Richard E. Spooner, Property Owner. He ( ) is personally known to me or (  ) has produced AC Drivers Lic as identification.

(Notary Seal)



Maxwell Rogers

Signature of Notary Public

maxwell rogers

Printed Name of Notary Public

For: **Escambia County**  
**Board of County Commissioners**

By: \_\_\_\_\_  
**Grover C. Robinson, IV , Chairman**

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Richard A. Ch...  
Date: 8/1/16

## Exhibit II Federal Labor Standards

A. Attention is called to the contractor's guide to *Making Davis Bacon Work*, which is available at the following website: <https://www.hudexchange.info/resource/2541/making-davis-bacon-work-contractors-guide-prevailing-wage-requirements/>

B. The Davis Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of \$2,000 (total construction costs). The most current prevailing wage rates by worker classification will be provided to Recipient. Not less than these established rates must be paid on the project for each classification.

C.. The Contract Work Hours and Safety Standards Act (CWHSSA) establishes requirements for payment of overtime and penalties for violations. The CWHSSA requires time and one-half pay for overtime hours, which are defined as all hours worked in excess of forty (40) hours in any given work week. Penalties for violations may include liquidated damages equal to \$10 per day, per violation and payment of restitution for unpaid overtime.

D. The prime Contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. The Contract Administrator shall cause withholding from payments due to the prime contractor or Recipient to ensure that the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within thirty (30) days after notification to the prime contractor.

E. The Copeland (Anti-Kickback) Act establishes laws prohibiting the payment of "kickbacks" to work on federally assisted projects, requires every employer to submit weekly payroll reports, and regulates permissible employee payroll deductions. The Copeland Act also provides a basis for contract termination and criminal prosecution pursuant to 18 U.S.C. 874.

F. The Fair Labor Standards Act (FLSA) includes Federal minimum wage rates, overtime pay, and child labor regulations.

G. No portion of this Agreement shall be construed to prohibit payment to any laborer, workman, or mechanic of more than the stated prevailing or minimum wage rate. It shall be the responsibility of the Recipient/Contractor to maintain an adequate work force whether higher wages are required or not.

H. The Contractor or subcontractor violating these requirements may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation occurred.



**Architectural restoration and exterior painting  
8677 North Old Palafox – Basic Chemicals, Inc.**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10965** County Administrator's Report 10. 18.  
**BCC Regular Meeting** Budget & Finance Consent

**Meeting Date:** 09/22/2016

**Issue:** Commercial Sign Grant Program Funding Agreement for 314 South Navy Boulevard, Suite A

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 314 South Navy Boulevard, Suite "A" - Tonya Gant, Neighborhood and Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 314 South Navy Boulevard, Suite "A":

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and The Burger Factory , owner of commercial property located at 314 South Navy Boulevard, Suite "A", Pensacola, Florida, in the Warrington Redevelopment District, in the amount of \$2,000, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, Object Code 58301, to install new sign; and

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

**BACKGROUND:**

On September 22, 2016 a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and The Burger Factory. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the NED 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, and Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner(s), handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Agreement-TheBurgerFactory-September2016

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of **September 2016**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **The Burger Factory**, (the "Recipient"), lessee of commercial property located at 314 South Navy Boulevard, Suite A, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Sign Grant Program:** The CRA awards to the Recipient a Program Grant in the total amount of **\$2,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,000**, which shall be comprised of a cash contribution of **\$2,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 22<sup>nd</sup> day of **September 2016**, and the Project shall be complete on or before the 22<sup>nd</sup> day of **December 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Development Program Mgr  
Community & Environment Department  
221 Palafox Place, Suite 305  
Pensacola, Florida 32505

Recipient:

The Burger Factory  
314 South Navy Boulevard, Suite A  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Escambia County  
Board of County Commissioners**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

Approved as to form and legal  
sufficiency,

By/Title: [Signature]  
Date: 7/28/10

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

(SEAL)

For Recipient: [Signature]  
\_\_\_\_\_  
**Lyndon Green, Lessee**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July 2016 by Lyndon Green, Lessee. He ( ) is personally known to me or ( x ) has produced FL Drivers Lic as identification.

[Signature]  
\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
\_\_\_\_\_  
Printed Name of Notary Public



**EXHIBIT I**

**COMMERCIAL SIGN GRANT PROJECT**

Property Lessee: **The Burger Factory**  
Property Address: **314 South Navy Boulevard, Suite A Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

**Install new sign.**

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



## Install New Sign

314 South Navy Boulevard, Suite A – The Burger Factory



Rescind the Board's action of May 19, 2016 for the Residential Rehab Grant Program Funding and Lien Agreements due to the owner's request to terminate.

On September 22, 2016 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

**BUDGETARY IMPACT:**

There has been no funds disbursement during this process.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

There is no legal sign-off needed for this process.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle this process.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement and/or cancellation of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Resume Page Agreement Wilson-Sept2016

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RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board ratify the following May 19, 2016, action of the Board of County Commissioners of Escambia County, acting as the Escambia County Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 8042 North Palafox Street, Suite "C":
  - A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Joseph Catalano, owner of commercial property located at 8042 North Palafox Street, Suite "C," Pensacola, Florida, in the Ensley Redevelopment District, in the amount of \$2,000, representing an in-kind match through Neighborhood Enterprise Division (NED) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 370214, Object Code 58301, to install new signs; and
  - B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

**Approved 5-0**

7. Recommendation: That the Board ratify the following May 19, 2016, action of the Board of County Commissioners of Escambia County, acting as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:
  - A. Approving the following seven Residential Rehab Grant Program Funding and Lien Agreements:
    - (1) The Agreements between Escambia County CRA and Carol L. Wilson, owner of residential property located at 1703 Gary Avenue, Brownsville Redevelopment District, each in the amount of \$2,844, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;

(Continued on Page 14)

5/19/2016 CAR IF-7

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 19<sup>th</sup> day of May 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Carol L. Wilson, (the "Recipient(s)"), owner of residential property located at 1703 Gary Avenue, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.
2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,844, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. In-Kind Match: The Recipient shall provide matching funds in the total amount of \$2,844, which shall be comprised of a cash contribution of \$2,844.
4. Project: The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. Term: The work to be performed for the Project shall commence after the 19<sup>th</sup> day of May 2016, and the Project shall be complete on or before the 19<sup>th</sup> day of August 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

Date: 5/24/2016 Verified By: *Alarw*

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, MS, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Carol L. Wilson  
1703 Gary Avenue  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 3/22/16

For: **Board of County Commissioners of Escambia County**

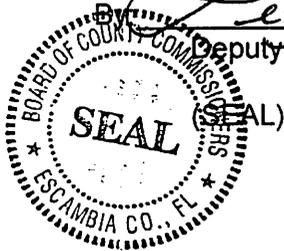
By: [Signature]  
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: 5/20/2016

[Signature]  
Deputy Clerk

BCC Approved: 05-19-2016



For Recipient(s):

[Signature]  
Carol L. Wilson, Property Owner

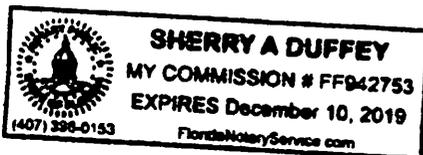
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2016 by Carol L. Wilson, Property Owner. She  is personally known to me or  has produced FL DL 708-0 as identification.

[Signature]  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Carol L. Wilson**

Property Address: **1703 Gary Avenue, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**New Roof Installation.**



**BUDGETARY IMPACT:**

There is no budgetary impact due to the rescinding of the Funding and Lien Agreements.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

There is no legal sign-off needed.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the Grant program.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds and/or cancellation of a previous award to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with property owners, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Agreement-Richardson-Sept2016

ResumePage-Richardson-Sept2016

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7/19/2016 CAB II-2

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 19<sup>th</sup> day of July 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, (the "Recipient(s)"), owners of residential property located at 2801 West Jackson Street, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.
2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,090, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. In-Kind Match: The Recipient shall provide matching funds in the total amount of \$4,090, which shall be comprised of a cash contribution of \$4,090.
4. Project: The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. Term: The work to be performed for the Project shall commence after the 19<sup>th</sup> day of July 2016, and the Project shall be complete on or before the 19<sup>th</sup> day of October 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

Verified By: *J. Kanaw*  
Date: 7/22/2016

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Lizzie B. Richardson,  
Sharon D. Richardson, and  
Juana L. Richardson  
2801 West Jackson Street  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: [Signature]  
Grover C. Robinson, IV, Chairman

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 7/19/16

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

Date Executed: 7/19/2016

By: [Signature]  
Deputy Clerk

BCC Approved: 07-19-2016



For Recipient(s):

[Signature]  
Lizzie B. Richardson, Property Owner  
[Signature]  
Sharon D. Richardson, Property Owner  
[Signature]  
Juana L. Richardson, Property Owner

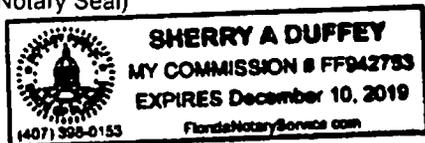
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of June, 2016 by Lizzie B. Richardson, Property Owner. She  is personally known to me or  has produced FL DL as identification.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of JUNE, 2016 by Sharon D. Richardson, Property Owner. She  is personally known to me or  has produced FL DL as identification.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of June, 2016 by Juana L. Richardson, Property Owner. She  is personally known to me or  has produced FL DL as identification.

(Notary Seal)



[Signature]  
Signature of Notary Public  
Sherry Duffey  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson**  
**Property Address: 2801 West Jackson Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**



**Replace roof**

**2801 West Jackson Street –**

**Lizzie B. Richardson, Sharon D. Richardson, and  
Juana L. Richardson**

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-21. Approval of Various Consent Agenda Items – Continued**

**2. Ratifying the following July 19, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:**

**A. Approving the following 11 Residential Rehab Grant Program Funding and Lien Agreements:**

**(1) The Agreements between Escambia County CRA and Ishmeal T. and Nancy M. Damaso, owners of residential property located at 2502 West Lloyd Street, Brownsville Redevelopment District, each in the amount of \$2,185, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation;**

**(2) The Agreements between Escambia County CRA and Linda L. Suermann, owner of residential property located at 3 Northwest Kalash Road, Warrington Redevelopment District, each in the amount of \$1,575, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;**

**(3) The Agreements between Escambia County CRA and Winston O. and Susan J. Hanks, owners of residential property located at 211 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,100, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;**

**(Continued on Page 18)**

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-21. Approval of Various Consent Agenda Items – Continued**

**2. Continued...**

**A. Continued...**

- \* (4) The Agreements between Escambia County CRA and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, owners of residential property located at 2801 West Jackson Street, Brownsville Redevelopment District, each in the amount of \$4,090, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation;**
- (5) The Agreements between Escambia County CRA and Floyd and Johnnie Peacock, owners of residential property located at 1952 Gary Circle, Englewood Redevelopment District, each in the amount of \$3,262, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, for a new roof installation;**
- (6) The Agreements between Escambia County CRA and James D. Andrews, owner of residential property located at 118 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of \$1,150, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;**
- (7) The Agreements between Escambia County CRA and John P., Jr., and Lori L. Remich, owners of residential property located at 39 Manor Drive, Warrington Redevelopment District, each in the amount of \$5,338, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for installation of new windows;**

**(Continued on Page 19)**

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-21. Approval of Various Consent Agenda Items – Continued**

**2. Continued...**

**A. Continued...**

- (8) The Agreements between Escambia County CRA and Evan and Michelle Williams, owners of residential property located at 522 Hardy Place, Palafox Redevelopment District, each in the amount of \$2,445, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for roof replacement;**
  - (9) The Agreements between Escambia County CRA and Winifred Wallace, owner of residential property located at 3119 West La Rua Street, Brownsville Redevelopment District, each in the amount of \$3,799, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for window replacement;**
  - (10) The Agreements between Escambia County CRA and Litedra Burgess, owner of residential property located at 917 West Michigan Avenue, Palafox Redevelopment District, each in the amount of \$5,915, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for installation of central heating and air conditioning system and roof replacement; and**
  - (11) The Agreements between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$2,162, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutter installation; and**
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10962**

**County Administrator's Report 10. 21.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following September 22, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following five Residential Rehab Grant Program Funding and Lien Agreements:

- 1 .The Agreements between Escambia County CRA and Anne G. McIntosh, owner of residential property located at 219 Bryant Road, Warrington Redevelopment District, each in the amount of \$2,431 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and install new windows;
2. The Agreements between Escambia County CRA and Michael Bosso, owner of residential property located at 116 South 2nd Street, Warrington Redevelopment District, each in the amount of \$507 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
3. The Agreements between Escambia County CRA and Vera R. Costello, owner of residential property located at 211 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,762 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
4. The Agreements between Escambia County CRA and Euletta Spatz, owner of

residential property located at 406 Labree Road, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;

5. The Agreements between Escambia County CRA and Michael and Melissa Pino, owners of residential property located at 415 Southeast Baublits Drive, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof; and

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

**BACKGROUND:**

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

**BUDGETARY IMPACT:**

Funding for the Grants will be provided as follows:

1. Anne G. McIntosh, Warrington TIF, Cost Center 370114, in the amount of \$2,431
2. Michael Bosso, Warrington TIF, Cost Center 370114, in the amount of \$507
3. Vera R. Costello, Warrington TIF, Cost Center 370114, in the amount of \$1,762
4. Euletta Spatz, Warrington TIF, Cost Center 370114, in the amount of \$6,000
5. Michael & Melissa Pino, Warrington TIF, Cost Center 370114, in the amount of \$6,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

[Agreement-McIntosh-September2016](#)

[Agreement-Bosso-September2016](#)

[Agreement-Costello-September2016](#)

[Agreement-Spatz-September2016](#)

[Agreement-Pino-September2016](#)

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of September 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Anne G. McIntosh, (the "Recipient"), owner of residential property located at 219 Bryant Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$2,431**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,431**, which shall be comprised of a cash contribution of **\$2,431**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22<sup>nd</sup> day of September 2016**, and the Project shall be complete on or before the **22<sup>nd</sup> day of December 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient:**

Anne G. McIntosh  
219 Bryant Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

Approved as to form and legal sufficiency.

By/Title: Kathal Aca  
Date: 7/20/16

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient: [Signature]  
**Anne G. McIntosh, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2016 by Anne G. McIntosh, Property Owner. She ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.



[Signature]  
Signature of Notary Public  
maxwell rogers  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Anne G. McIntosh**

Property Address: **219 Bryant Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection and install new windows.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Anne G. McIntosh**

Address of Property  
**219 Bryant Road**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-250-013**

**Total Amount of Lien**

**\$2,431**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

*Anne G. McIntosh*

Anne G. McIntosh, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2016 by Anne G. McIntosh, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



*Maxwell Rogers*

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: *[Signature]*  
Date: 7/20/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



**Sanitary sewer connection and install windows**

**219 Bryant Road – Anne G. McIntosh**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of September 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Michael Bosso, (the "Recipient"), owner of residential property located at 116 South 2nd Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$507**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$507**, which shall be comprised of a cash contribution of **\$507**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22<sup>nd</sup> day of September 2016**, and the Project shall be complete on or before the **22<sup>nd</sup> day of December 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Michael Bosso  
116 South 2<sup>nd</sup> Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

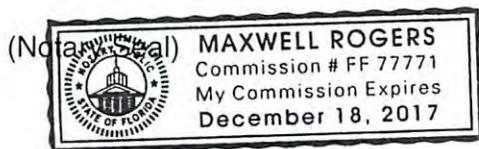
By: \_\_\_\_\_  
Deputy Clerk  
  
(SEAL)

BCC Approved: \_\_\_\_\_

**For Recipient:**  
  
\_\_\_\_\_  
**Michael Bosso, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2016 by Michael Bosso, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.



  
\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
\_\_\_\_\_  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/1/16

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Michael Bosso**

Property Address: **116 South 2<sup>nd</sup> Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Michael Bosso**

Address of Property  
**116 South 2<sup>nd</sup> Street  
Pensacola, FL 32507**

Property Reference No.  
**51-2S-30-7061-015-025**

**Total Amount of Lien**

**\$507**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Michael J Bosso  
Michael Bosso, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2016 by Michael Bosso, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court  
By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_  
BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: John ACA  
Date: 8/11/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



**Sanitary sewer connection**

**116 South 2<sup>nd</sup> Street – Michael Bosso**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of September 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Vera R. Costello, (the "Recipient"), owner of residential property located at 211 Bryant Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$1,762**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,762**, which shall be comprised of a cash contribution of **\$1,762**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22<sup>nd</sup> day of September 2016**, and the Project shall be complete on or before the **22<sup>nd</sup> day of December 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

<b><u>County:</u></b> Max Rogers, AICP Development Program Manager Neighborhood and Human Services Dept. Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502	<b><u>Recipient:</u></b> Vera R. Costello 211 Bryant Road Pensacola, FL 32507
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All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipient:**

*Vera R. Costello*  
\_\_\_\_\_  
**Vera R. Costello, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2016 by Vera R. Costello, Property Owner. She ( ) is personally known to me or (  ) has produced FL Drive LLC as identification.



*Maxwell Rogers*  
\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
\_\_\_\_\_  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: *[Signature]*  
Date: 8/16/16

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Vera R. Costello**

Property Address: **211 Bryant Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name <b><u>Vera R. Costello</u></b>	Address of Property <b><u>211 Bryant Road</u></b> <b><u>Pensacola, FL 32507</u></b>	Property Reference No. <b><u>50-2S-30-6090-254-013</u></b>
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**Total Amount of Lien** **\$1,762**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Vera R. Costello  
Vera R. Costello, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2016 by Vera R. Costello, Property Owner. She ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court  
By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_  
BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.  
By/Title: John P. Act  
Date: 8/10/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



**Sanitary sewer connection**  
**211 Bryant Road – Vera R. Costello**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of September 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Euletta Spatz, (the "Recipient"), owner of residential property located at 406 Labree Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22<sup>nd</sup> day of September 2016**, and the Project shall be complete on or before the **22<sup>nd</sup> day of December 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Euletta Spatz  
406 Labree Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

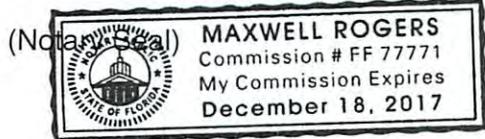
(SEAL)

**For Recipient:**

\_\_\_\_\_  
**Euletta Spatz, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2016 by Euletta Spatz, Property Owner. She ( ) is personally known to me or ( E ) has produced KS Drivers LIC as identification.



\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 8/10/16

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Euletta Spatz**

Property Address: **406 Labree Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Window replacement.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name**  
**Euletta Spatz**

**Address of Property**  
**406 Labree Road**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-6090-656-029**

**Total Amount of Lien**

**\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Euletta Spatz, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2016 by Euletta Spatz, Property Owner. She ( ) is personally known to me or ( ✓ ) has produced KS Drivers Lic as identification.



Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/10/16

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502



**Install new windows**

**406 Labree Road – Euletta Spatz**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 22<sup>nd</sup> day of September 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Michael and Melissa Pino, (the "Recipient(s)"), owner of residential property located at 415 Southeast Baublits Drive, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **22<sup>nd</sup>** day of **September 2016**, and the Project shall be complete on or before the **22<sup>nd</sup>** day of **December 2016**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Dev. Program Manager  
Neighborhood & Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Michael and Melissa Pino  
415 Southeast Baublits Drive  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

Approved as to form and legal sufficiency.

By/Title: K. Luvalaba  
Date: 8/22/16

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipient(s):**

[Signature]  
**Michael Pino, Property Owner**

[Signature]  
**Melissa Pino, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of August, 2016 by Michael Pino, Property Owner. He ( ) is personally known to me or (  ) has produced FLDL-294-0 as identification.

The foregoing instrument was acknowledged before me this 22nd day of August, 2016 by Melissa Pino, Property Owner. She ( ) is personally known to me or (  ) has produced FLDL-596-0 as identification.



**ZAKKIYAH Q. OSUIGWE**  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Signature of Notary Public  
ZAKKIYAH OSUIGWE  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Michael and Melissa Pino**

Property Address: **415 Southeast Baublits Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace roof.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

<b>Applicant Name(s)</b> <b><u>Michael and Melissa Pino</u></b>	<b>Address of Property</b> <b><u>415 Southeast Baublits Drive</u></b> <b><u>Pensacola, FL 32507</u></b>	<b>Property Reference No.</b> <b><u>50-2S-30-6090-439-021</u></b>
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**Total Amount of Lien** **\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

*[Handwritten Signature]*

Michael Pino, Property Owner

*[Handwritten Signature]*

Melissa Pino, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of August, 2016 by Michael Pino, Property Owner. He ( ) is personally known to me or ( X ) has produced FLDL ... 294-0 as identification.

The foregoing instrument was acknowledged before me this 22nd day of August, 2016 by Melissa Pino, Property Owner. She ( ) is personally known to me or ( X ) has produced FLDL ... 596-0 as identification.

(Notary Seal)  ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

*[Handwritten Signature]*

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*  
Date: 8/22/16



**Replace roof**

**415 Southeast Baublits Drive – Michael and Melissa  
Pino**



N/A

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**Attachments**

SBA#271

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2016-**

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**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.**

**WHEREAS, Escambia County received insurance reimbursements for damage to County property, and these funds must be recognized and appropriated.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:**

<u>Transportation Trust Fund</u> <b>Fund Name</b>	<u>175</u> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Insurance Proceeds - Road Dept	175	369008	\$8,820
<b>Total</b>			<u>\$8,820</u>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Repair and Maintenance - Fleet Maint	175/210405	54601	\$7,757
Repair and Maintenance - Road Maint	175/210402	54601	\$1,063
<b>Total</b>			<u>\$8,820</u>

**NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.**

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

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

\_\_\_\_\_  
**Deputy Clerk**

\_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

\_\_\_\_\_  
**Adopted**

\_\_\_\_\_  
**OMB Approved**

**Supplemental Budget Amendment  
#271**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11000**

**County Administrator's Report 10. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Supplemental Budget Amendment #275 - EDTPFA for Transportation Improvements on County Road 184 (Muscogee Road)

**From:** Stephan Hall, Budget Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #275 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #275, Local Option Sales Tax Fund III (352), in the amount of \$1,674,000, to recognize proceeds from a State of Florida Department of Transportation Economic Development Transportation Project Fund Agreement (EDTPFA), and to appropriate these funds for construction of transportation facility improvements on CR 184 (Muscogee Road), and improvements to the Muscogee Road Freight Corridor between Beulah Road and Carlisle Drive.

**BACKGROUND:**

On September 22, 2016, the Board is anticipated to approve a \$1,674,000 EDTPFA between the Florida Department of Transportation and Escambia County, Florida, for construction of transportation facility improvements on CR 184 (Muscogee Road), and improvements to the Muscogee Road Freight Corridor between Beulah Road and Carlisle Drive.

**BUDGETARY IMPACT:**

This amendment will increase Fund 352 by \$1,674,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases or decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#275

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**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2016-**

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**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.**

**WHEREAS, Escambia County will receive funds from a State of Florida Department of Transportation Economic Development Transportation Project Fund Agreement (EDTPFA) for transportation improvements on County Road (CR) 184 (Muscogee Road), and these funds must be recognized and appropriated.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:**

<u>Local Options Sales Tax III</u> <b>Fund Name</b>	<u>352</u> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
EDTPFA - Muscogee Road	352	new	\$1,674,000
<b>Total</b>			<u>\$1,674,000</u>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Improvements Other than Buildings	352/210123 (new)	56301/16EN3695 (new)	\$1,674,000
<b>Total</b>			<u>\$1,674,000</u>

**NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.**

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

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

\_\_\_\_\_  
**Deputy Clerk**

\_\_\_\_\_  
**Grover C. Robinson, IV, Chairman**

\_\_\_\_\_  
**Adopted**

\_\_\_\_\_  
**OMB Approved**

**Supplemental Budget Amendment  
#275**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10979**

**County Administrator's Report 10. 24.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Write-Off of Accounts Receivable

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board adopt the Resolution authorizing the write-off of \$1,972,690.67, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the third quarter of Fiscal Year 2015-2016 for 3,918 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

**BACKGROUND:**

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from EMS Ambulance Billings for the third quarter of Fiscal Year 2015-2016 for 3,918 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and /or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristen Hual has reviewed and approved the Resolution as to form and legal sufficiency on September 7, 2016.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution

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RESOLUTION R2016-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND SHALL BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, certain accounts totaling \$1,972,690.67 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – BDWO 2015\_16Q3" and made part hereof by reference; and

**WHEREAS**, diligent efforts have been made to collect the amounts as shown on the attached list.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.** That the accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including, but not limited to, use of a collection agency under contract to Escambia County.

**Section 3.** That all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

**Section 4.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: 9/7/16



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10969** County Administrator's Report 10. 25.  
**BCC Regular Meeting** Budget & Finance Consent  
**Meeting Date:** 09/22/2016  
**Issue:** Purchase Orders in Excess of \$50,000  
**From:** Mike Weaver, Department Director  
**Organization:** Public Safety  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2016/2017.

**BACKGROUND:**

Issuance of these purchase orders during the first week of October 2016 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2016/2017 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2016/2017 budget at the second public hearing scheduled for September 22, 2016.

**BUDGETARY IMPACT:**

Funding is budgeted in the various accounts and cost centers listed.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Department will issue purchase requisitions as soon as possible on or after October 1, 2016, in accordance with the adopted FY 2016/2017 budget.

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**Attachments**

POs over \$50,000

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**PUBLIC SAFETY DEPARTMENT  
PURCHASE ORDERS IN EXCESS OF \$50,000 – FISCAL YEAR 2016-2017**

	<b>Vendor</b>	<b>Amount</b>	<b>Contract Number</b>
1	AT&T (Bellsouth Telecommunications) Vendor Number : 010542 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	\$434,564	Annual Support Service for Original Equipment
2	Atmore Ambulance Vendor Number: 014605 Ambulance Provider Services Fund: 408 (EMS) Cost Center: 330302	\$170,000	PD 13-14.090
3	Bossos Uniform Vendor Number: 02101 Uniforms Fund: 408 (EMS) Cost Center: 330302	\$60,000	PD 13-14.091
4	Bossos Uniform Vendor Number: 02101 Uniforms Fund: 143 (Fire Protection) Cost Center: 330206	\$90,000	PD 13-14.091
5	Bound Tree Medical Vendor Number: 02153 Medical Supplies/ Equipment Fund: 408 (EMS) Cost Center: 330302	\$182,000	PD 14-15.083
6	Bound Tree Medical Vendor Number: 02153 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	\$22,000	PD 14-15.084
7	City of Pensacola Vendor Number:406544 Support of 9-1-1 Telecommunications Fund: 145 (E 9-1-1 Operations) Cost Center: 330404	\$246,000	Agreement with Automatic Renewal, as amended. Approved by BCC 1/23/1996
8	Fisher Scientific Co LLC Vendor Number: 061420 Personal Protective Equipment Fund: 143 (Fire Protection) Cost Center: 330206	\$150,000	PD 14-15.100

9	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$80,000	PD 14-15.083
10	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	\$50,000	PD 14-15.084
11	Henry Schein, Inc (Matrix Medical) Vendor Number: 131760 LifePak Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$52,500	PD 14-15.085
12	Henry Schein, Inc. Vendor Number: 131760 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	\$50,000	PD 14-15.084
13	Motorola Solutions Vendor Number: 135001 Software Maintenance Fund: 001 (General) Cost Center: 330403	\$307,123	PD 14-15.056
14	Municipal Equipment Vendor Number: 135230 Fire Equipment and Supplies Fund: 143 (Fire Protection) Cost Center: 330206	\$75,000	PD 13-14.017
15	North American Fire Equipment Vendor: 14740 Fire Equipment And Supplies Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	PD 13-14.017
16	Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801,330302	\$60,000	PD 14-15.093
17	Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection Fund) Cost Centers: 330206	\$60,000	PD 14-15.093



The add on to the Microsoft Enterprise Agreement will allow for the Escambia County Board of County Commissioners information technology environment to have disaster recovery capabilities. It will provide the infrastructure to move workloads into a secure, remote data center. One of the first initiatives will be to provide redundancy for the computer aided dispatch system that is used by the 911 communications department.

This is a zero cost startup. It will be billed to different cost centers.

**BUDGETARY IMPACT:**

The funds are available in the current budget under General Fund 001, Cost Center 270109 & 270111 Object Code 54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has approved the Volume Licensing Agreements, and Escambia County Jail Extension Agreement for form and legal sufficiency

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this Enterprise Agreement

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F. S. 255-20.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will coordinate efforts on behalf of the County.

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**Attachments**

Select Plus Form - Agr. 8064502

Escambia County Jail Extension - Agr. Number 01E73214

Azure Government Services Form - Agr. 01E73214

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## Program Signature Form

MBA/MBSA number	U0275474	Proposal ID
Agreement number	8064502	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-11591
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> Escambia County Board of County Commissioners
<b>Signature*</b> _____
<b>Printed First and Last Name*</b> Grover C. Robinson, IV
<b>Printed Title</b> Chairman, Board of County Commissioners, Escambia County, Florida
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

**ATTEST: PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
 BY: \_\_\_\_\_  
**DEPUTY CLERK**

Approved as to form and legal  
 sufficiency.

By/Title: J. K. [Signature]  
 Date: 8/11/10

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date _____ (may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

## Select Plus Affiliate Registration Form State and Local

Registration Type <i>Reseller to complete</i>	Lead Affiliate <input type="checkbox"/> Additional Affiliate <input checked="" type="checkbox"/>	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	02559673
Agreement Number Microsoft or Reseller to complete		Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>	8064502	Change Affiliate Anniversary Month <i>Reseller to complete</i>	June

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "Agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the Agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

### 1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity\*** Escambia County Board of County Commissioners

**Contact name\*:** First Shawn Last Fletcher

**Contact email address\*** spfletch@myescambia.com

**Street address\*** 221 Palafox.Place

**City\*** Pensacola

**State\*** FL

**Postal code\*** 32502

**Country\*** US

**Phone\*** 850-595-4993

**Tax ID**

*\* indicates required fields*

### 2. Notices contact and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact

**Name of entity\***

**Contact name\*:** First Last

Contact email address\*  
Street address\*  
City\*  
State\*  
Postal code\*  
Country\*  
Phone\*

This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

\* indicates required fields

### 3. Language preference.

Select the language for notices. English

### 4. Reseller information.

Reseller company name\* SHI International Corp  
Street address (PO boxes will not be accepted)\* 290 Davidson Ave  
City\* Somerset  
State\* NJ  
Postal code\* 08873  
Country\* USA  
Contact name\*  
Phone\* 888-764-8888  
Contact email address\* msteam@shi.com  
\* indicates required fields

The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp
Signature* _____
Printed name*
Printed title* Contract Specialist
Date*

\* indicates required fields

**Changing a Reseller.** If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

### 5. Supplemental Contacts.

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

### 6. Software Assurance Membership Election.

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
---------------	-----	----

<b>Applications</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Note:</b> If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.
<b>Systems</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Servers</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**Only valid if attached to a signature form.**



# Program Signature Form

MBA/MBSA number		001-kayleed-S-14
Agreement number	01E73214	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

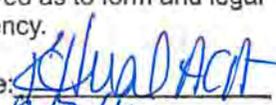
Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (7776527)
Product Selection Form	0514414.003_PSF
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

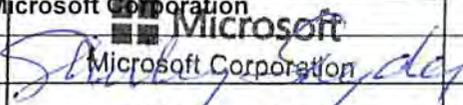
By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> Escambia County Jail (BOCC)
<b>Signature*</b> _____
<b>Printed First and Last Name*</b> Grover C. Robinson, IV
<b>Printed Title</b> Chairman, Board of County Commissioners, Escambia County, Florida
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

**ATTEST: PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
 BY: \_\_\_\_\_  
 DEPUTY CLERK

Approved as to form and legal sufficiency.  
  
 By/Title: \_\_\_\_\_  
 Date: 9/17/14

Microsoft Affiliate	
<b>Signature</b> _____	 
<b>Printed First and Last Name</b>	Shirley Snyder
<b>Printed Title</b>	Duly Authorized on behalf of Microsoft Corporation
<b>Signature Date</b> (date Microsoft Affiliate countersigns)	AUG 31 2016
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

\* indicates required field

Outsourcer
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

## Amendment to Contract Documents

### Enterprise Enrollment

#### Amendment ID CTM

001-kayleed-S-14

This Amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the enrollment or agreement identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

Notwithstanding anything to the contrary in the Enrollment, the following terms and conditions are hereby added to the Enrollment:

**Term Extension.** The parties agree to extend the initial term of this Enrollment by an additional one month such that it will expire on October 31, 2016. The purpose of the extension is to give Enrolled Affiliate reasonable time to complete a Software Asset Management ("SAM") engagement. The SAM engagement will assist Enrolled Affiliate in determining what its final true-up order should be under this Enrollment as well as the Products and quantities it wishes to include in its Enrollment renewal.

Enrolled Affiliate will be invoiced for the one-month extension upon processing this Amendment.

The due date for Enrolled Affiliate's final true-up for year 3 under this Enrollment is also extended until October 14<sup>th</sup>.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

Escambia County Jail one month extension 8.25	CTM	CTM-CTC-CTL	BD
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Proposal ID

0514414.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	220	384	0.6	No	User Licenses

Products	Enterprise Quantity
<b>Office 365 Plans</b>	
Office 365 (Plan G1) Add On	14
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL	384
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	220
<b>Enterprise Mobility Suite (EMS)</b>	
Enterprise Mobility Suite GOV	384

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win E3 + Win E5 + Win VDA + Enterprise Cloud Suite USL
Quantity	0	384	768	220

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
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<b>NOTES</b>
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Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

**Note 1:** Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

**Note 2:** Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

**Note 3:** Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.

**Note 4:** Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

**Note 5:** If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



Pricing Proposal  
 Quotation #: 12122954  
 Created On: 8/30/2016  
 Valid Until: 9/29/2016

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## Escambia County FL

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### Shawn Fletcher

221 Palafox Place STE 210  
 Pensacola, FL 32502-5835  
 UNITED STATES  
 Phone: (850) 595-1678  
 Fax:  
 Email: spfletch@myescambia.com

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## Inside Account Manager

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### Bret Santucci

290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 800-543-0432  
 Fax: 732-868-6055  
 Email: Bret\_Santucci@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WINE3perDVC ALNG SA MVL Microsoft - Part#: KV3-00368	220	\$3.39	\$745.80
2 CoreCAL ALNG SA MVL UsrCAL Microsoft - Part#: W06-00446	384	\$3.78	\$1,451.52
3 SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961	384	\$2.80	\$1,075.20
4 SQLSvrEnt ALNG SA MVL Microsoft - Part#: 810-04760	2	\$114.93	\$229.86
5 EntMobSteG Shared Alng MonthlySub Addon ToUsrCrCAL Microsoft - Part#: AAA-12536	384	\$4.91	\$1,885.44
6 O365GovE1 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL Microsoft - Part#: 6U6-00004	14	\$3.84	\$53.76
7 ExchgOnlnArchGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4DS-00001	384	\$2.05	\$787.20
8 O365GovK1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TPA-00001	370	\$2.54	\$939.80
		Subtotal	\$7,168.58
		Shipping	\$0.00
		Total	\$7,168.58

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The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.



# Program Signature Form

MBA/MBSA number	U0275474	000-shaylari-0001
Agreement number	01E73214	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M271 (9025626)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> Board of County Commissioners, Escambia County, Florida
<b>Signature*</b> _____
<b>Printed First and Last Name*</b> Grover C. Robinson, IV
<b>Printed Title</b> Chairman, Board of County Commissioners, Escambia County, Florida
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

**ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY: \_\_\_\_\_  
DEPUTY CLERK**

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/27/10

Microsoft Affiliate	
	Microsoft Corporation
Signature _____	
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ <small>(date Microsoft Affiliate countersigns)</small>	
Agreement Effective Date _____ <small>(may be different than Microsoft's signature date)</small>	

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

## Amendment to Contract Documents

### Enterprise Enrollment Azure Government Services Amendment ID M271 (Indirect)

Enrollment Number  
*Microsoft to complete for initial term*  
*Partner to complete for renewal*

9025626

000-shaylari-0001

This amendment ("Amendment") is entered into between the parties on the attached program signature form. It amends the Enrollment identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The parties agree that the Enrollment is amended as follows:

1. The "Definitions" section of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are provisioned in dedicated multi-tenant data centers for exclusive use by or for the Community.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using Azure Government Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Azure Government Services, and not Microsoft Azure Services, is the appropriate Microsoft service to meet Customer's regulatory requirements.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of "Termination for Cause" section of the Enrollment:

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to maintain its status as a member of the Community.

3. The following new Section is hereby added to the Enrollment:

***Azure Government Services***

a. **Terms and conditions applicability.** All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Product Terms and this Amendment.

b. **Community Use Rights.** Enrolled Affiliate certifies that it is a member of the Community and agrees to use Azure Government Services solely in its capacity as a member of the Community and for the benefit of end users that are members of the Community. Use of Azure Government Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Azure Government Services without notice. Enrolled Affiliate acknowledges that only Community members may use Azure Government Services.

c. **Use Rights for Azure Government Services.** For Azure Government Services, notwithstanding anything to the contrary in the Use Rights:

i. Customer Data will be stored and processed solely within the continental United States.

ii. Azure Government Services will be offered only within the United States.

iii. Additional European Terms, as set forth in the Use Rights, will not apply.

iv. In the event that a Government regulator or other Government body with equivalent supervisory authority over Customer ("Regulator") formally requests to access the Azure Government Services operations and controls, Customer will diligently attempt to resolve that request directly with the Regulator through use of information and resources Microsoft makes generally available to customers. Customer will at all times have access to its Customer Data (but not Customer Data of other Community members) using the standard features of the service and may delegate such access to representatives of the Regulator.

v. In the event the Regulator determines that information available through these mechanisms is insufficient to address the Regulator's stated objectives, and provided that Customer and Microsoft have not otherwise agreed upon an inspection or audit process, upon Customer's written confirmation that the Regulator has supervisory authority over Customer to make such a request, Microsoft will provide the Regulator with the opportunity to communicate with Microsoft's auditor at Customer's expense and, if required by the Regulator, a direct right to examine the Azure Government Services, including examination on premises. Regulator only will be allowed to access information about Customer. Customer will be liable for Microsoft's reasonable additional costs associated with such examination. For clarity, Microsoft and Customer are committed to working together in good faith to resolve a Regulator request through discussion and interaction between Customer, Microsoft, and the Regulator. In the event that Customer and Microsoft have agreed upon a separate

inspection or audit process, such process shall apply in lieu of this right.

- vi. In addition, the "Certifications and Audits" section of the Use Rights is replaced with the following:

Microsoft will seek to secure and use commercially reasonable efforts to maintain a provisional Authority to Operate (ATO) from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for the Azure Government Services that are listed at <http://azure.microsoft.com/en-us/support/trust-center/compliance/>, but are not provided as "Preview," "Beta," or other pre-release. On a confidential need-to-know basis, and subject to Enrolled Affiliate's non-disclosure obligations to Microsoft and additional obligations required by the Government, Microsoft will make the system security plan available to Enrolled Affiliate and/or Government end customers, along with other information reasonably requested by Government end customers regarding Microsoft security practices and policies (collectively, the "Security Policy"); provided, however, that Microsoft may redact information from the Security Policy if such information would compromise the security of Microsoft's information technology environment or the confidentiality of any third-party's confidential information. Customer is solely responsible for reviewing the Security Policy, making an independent determination as to whether the Security Policy meets Customer's requirements, and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding data security.

Except for changes made by this Amendment, the Enrollment identified above remains unchanged and in full force and effect. If there is a conflict between any provision in this Amendment and any provision in the Enrollment identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

EnrAmend(Ind)(AzureGovernmentServices)(WWW)(ENG)(Mar2016)		M271	B
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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11044** **County Administrator's Report** **10. 27.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Approval of State Aid to Libraries Grant Agreement

**From:** Todd Humble, Library Services Director

**Organization:** Library Services

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Approval of the State Aid to Libraries Grant Agreement - Todd Humble, Library Services Department Director

That the Board approve the Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and Escambia County Board of Commissioners (BCC), for and on behalf of West Florida Public Libraries:

A. Approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and Escambia County Board of Commissioners (BCC), for and on behalf of West Florida Public Libraries;

B. Authorize the Chairman of the BCC to sign the Agreement

Section (37) Mandated Conditions, that "This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.";

C. Authorize the Chair of the West Florida Public Libraries Board of Governance to sign the Agreement; and

D. Authorize the Clerk of the Court to sign the Agreement.

[Funding: The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The funds will be included in the Fiscal Year 2016/2017 Annual Budget for the West Florida Public Libraries when received. Fiscal Year 2016/2017 Estimated Grants Appropriation to benefit Escambia County is \$124,818, up to \$159,102, depending upon State legislative funding decisions]

**BACKGROUND:**

Pursuant to 257.17, Florida Statutes, the State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The Florida Department of State, Division of Library and Information Services is the administrator that implements the program.

In accordance with the program requirements, the Division requires that the governing body of the library system make application and certify eligibility for receipt of said funding. The Division has designated the West Florida Public Libraries Board of Governance as the governing body of the West Florida Public Libraries with authority to certify eligibility for grant funds. As the designated fiscal agent for the West Florida Public Libraries, the County will have the authority to receive and disburse said funds in accordance with the program requirements.

**BUDGETARY IMPACT:**

The funds will be included in the FY 2016-2017 annual budget for the West Florida Public Libraries when received. FY 2016-2017 Estimated Grants Appropriation to benefit Escambia County is \$139,593 depending upon State legislative funding decisions.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was reviewed and approved by Kristin D. Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Board of Governance will coordinate with the Library Director to complete all implementation requirements.

---

**Attachments**

State to Libraries Grant Agreement

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**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Escambia County Board of County Commissioners  
for and on behalf of  
West Florida Public Libraries**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Escambia County Board of County Commissioners for and on behalf of West Florida Public Libraries, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2016-2017 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.
  - a) The Grantee shall perform the following **Scope of Work** as identified in Section 257.17, *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

**Payment 1, Deliverable/Task 1:**

- Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.
3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, Florida 32399  
Phone: 850.245.6620  
Facsimile: 850.245.6643  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Todd Humble, Library Director  
Pensacola Library  
West Florida Public Libraries  
239 North Spring Street  
Pensacola, Florida 32502-4822  
Phone: (850) 436-5042  
Facsimile: (850) 436-5039  
Email: tjhumble@mywfpl.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2016-2017 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

Payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

**10. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are available online at [myfloridacfo.com/aadir/reference\\_guide/](http://myfloridacfo.com/aadir/reference_guide/).

Grant funds may not be used for the purchase or construction of a library building or library quarters.

**11. Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

**12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

**13. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

**14. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.

**15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.
- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

**20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**21. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

**22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

**24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 19 18, Noncompliance.

**26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

**27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

**28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

**29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

**30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

**31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

**32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

**33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

**34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality

Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

**35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.

**37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**38. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2016-2017 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

Date of Agreement: Date will be added at Department of State

Grantee:

By: \_\_\_\_\_  
 Chair of Governing Body  
 Rebecca Temple, Chair of West Florida Public  
 Libraries Board of Governance

\_\_\_\_\_  
 Clerk or Chief Financial Officer  
 Pam Childers, Clerk of the Court

\_\_\_\_\_  
 Date  
 Board of County Commissioners  
 Escambia County, Florida

\_\_\_\_\_  
 By: Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Date BCC Approved

Department of State:

By: \_\_\_\_\_

\_\_\_\_\_  
 Typed name and title

\_\_\_\_\_  
 Witness

Approved as to form and legal sufficiency.

By/Title: Single Audit Act  
 Date: 9/14/16

**ATTACHMENT A**  
**FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

**AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Agreement.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State 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 with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State 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 of State. 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 \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

## PART II: STATE FUNDED

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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 (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and 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 of State 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 of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

[www.fldfs.com/](http://www.fldfs.com/)

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

[www.leg.state.fl.us/](http://www.leg.state.fl.us/)

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
  - A. The Department of State at each of the following addresses:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250
  - 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, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> 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 reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the 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:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250
3. Copies of financial reporting packages 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 of State at each of the following addresses:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

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. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

**PART IV: RECORD RETENTION**

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

**EXHIBIT 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

Not Applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable.

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not Applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

Florida Department of State, State Aid to Library Grants, CSFA Number 45.030

Award Amount: Listed on Attachment B, Fiscal Year 2016-2017 State Aid to Libraries Final Grants

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

As contained in the Compliance Supplement to CSFA Number 45.030.

**ATTACHMENT B**

[Fiscal Year 2016-2017 State Aid to Libraries Final Grants]



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10865** **County Administrator's Report** **10. 28.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Southern Light, LLC, Telecommunications License Agreement and Scope of Work for Escambia County Beach Public Works

**From:** Shawn Fletcher, IT Director

**Organization:** Information Technology

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Escambia County Beach Public Works - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning the Southern Light, LLC, Telecommunications License Agreement and Scope of Work for the Escambia County Beach Public Works:

A. Approve the Telecommunications License Agreement and Scope of Work with Southern Light, LLC, for the Escambia County Beach Public Works. This fiber connection will provide faster and more redundant data connections for the island Public Works with a monthly fee of \$407; and

B. Authorize the County Administrator to sign the Southern Light, LLC, Telecommunications License Agreement and Scope of Work.

[Funding Source: Funds are available in the current Budget, Information Technology Department , General Fund (001), Cost Center 270103, \$287, Santa Rosa Pensacola Beach/Public Works General Fund (001), Cost Center 211401, \$120.00]

**BACKGROUND:**

This is a fiber optic network connection from the Escambia County Public Safety building to the Escambia County Public Works department at Pensacola Beach, replacing the existing network connection from Mediacom that is at the end of its contract. This new connection from Southern Light will provide a more stable connection to the County network for the Public Works employees and allow the Information Technology Department to more reliably back up employee data located on a server at this location."

**BUDGETARY IMPACT:**

The funds are currently available in the budget and be shared by Information Technology Department General Fund (001), Cost Center 270103 for \$287.00, and Roads (General Fund) 001, Cost Center 211401 for \$120.00 for the monthly maintenance fee of \$407.00 for the connection.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Southern Light LLC, Telecommunications License Agreement & Scope of Work has been approved as to form and legal sufficiency.

**PERSONNEL:**

The implementation of this agreement and scope of work will be accomplished with existing staff.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval required by Ordinance 2001-60.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department and Southern Light will be responsible for the implementation.

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**Attachments**

Southern Light Beach Public Work

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**SOUTHERN LIGHT LLC  
TELECOMMUNICATIONS LICENSE AGREEMENT & SCOPE OF WORK**

ESCAMBIA COUNTY BEACH PUBLIC WORKS  
#25 VIA DE LUNA DRIVE  
PENSACOLA BEACH, FL

THIS TELECOMMUNICATIONS LICENSE AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, between Southern Light, LLC (the "Operator") and \_\_\_\_\_ (the "Owner").

RECITALS

WHEREAS, Owner is the owner of a certain parcel of land together with the commercial building situated thereon, all of which is located at \_\_\_\_\_ ("the Property"); and WHEREAS, Operator has requested and Owner has agreed to allow Operator to install, operate and maintain certain fixtures and other equipment at the Property in order to furnish telecommunications services to certain tenants at the Property NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The System. Owner grants to Operator the right to install, operate and maintain certain equipment at the Property in order to furnish telecommunications services (the "System") to Owner or Owner's tenants. Operator shall place the System, fixtures and components thereof in a space approved by Owner. The System, fixtures and all components thereof shall be and remain the personal property of Operator. Upon the termination of this Agreement, Operator shall have the right to remove the System at no cost to Owner.
2. Installation of the System. Operator shall endeavor to install the System in a good and workmanlike manner in accordance with plans therefor, to be approved by Owner, which approval shall not be unreasonably withheld, conditioned or delayed. The planned Scope of Work ("SOW") for installation and any applicable engineering drawings or specifications necessary to effectuate the license are attached hereto, and incorporated herein by reference. Owner agrees that the SOW, plans, drawings and specifications, if any, are satisfactory to Owner.
3. Term. The term of this Agreement shall run in conjunction with the service interval(s) as agreed to by the owner's tenant(s).
4. Operator's Access to the Property. Owner shall provide Operator with all necessary access to the Property to enable Operator to install, operate and maintain the System, including 24-hour emergency access.
5. Independent Contractor. Owner and Operator acknowledge and agree that the relationship between them is solely that of independent contractors, and neither is the agent or employee of the other.
6. Indemnification. Operator agrees to defend, indemnify, and hold harmless Owner with regard to any claims, losses, damages, liabilities and lawsuits which arise solely out of Operator's own negligent, reckless, or willful acts or omissions. To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, each party ("indemnitor") must indemnify, and hold harmless the other party ("indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of the indemnitor. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this agreement.
7. Default. In the event either party breaches any of its material obligations hereunder, the other party shall provide written notice to the breaching party detailing such default. The breaching party shall then have 30 days to cure the default or such longer period of time as may be reasonably necessary if the default is not reasonably susceptible of cure within 30 days. In the event the breaching party fails to cure such default within the cure period, the other party shall have the right to terminate this Agreement by sending written notification of termination. Such cancellation shall be effective on the thirtieth (30th) day following receipt by the breaching party of the notice of cancellation.
8. Removal of System by Owner. Owner shall not remove any portion of the System unless Operator fails to remove the System within 30 days following the date of termination of this Agreement. Except as otherwise provided herein, Owner's sole remedy for breach of this Agreement by Operator shall be to terminate this Agreement.
9. Compliance With Laws. The parties shall comply with all applicable laws, codes, rulings and regulations with respect to the System and this Agreement.
10. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable for its failure to perform its obligations by reason of an Act of God, labor dispute, signal interference, fire, flood, storm, legal enactment or regulation, or any other cause beyond the reasonable control of such party.
11. Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. This Agreement shall also be deemed to run with the land. Operator shall have the right to assign or transfer this Agreement at any time to a company which at the time of the assignment is in the business of providing competitive local telecommunication services to properties similar to the Property with 30 days written approval by Owner, which shall not be unreasonably withheld.
12. Representations. Each party represents and warrants to the other that (a) such entity is qualified to do business in the jurisdiction in which the Property is located, (b) all necessary partnership or corporate approvals, if any, have been obtained to authorize the execution, delivery and performance of this Agreement, (c) the execution, delivery and performance of this Agreement will not result in a breach or default under any other agreement to which such party is a party or contravene any organizational documents, laws, orders, statutes or regulations applicable to such party; and (d) this Agreement, upon execution thereof, is the valid and legally binding obligation of such party.

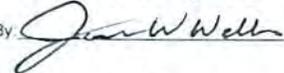
13. Entire Understanding. This Agreement contains the entire understanding of the parties and may not be modified except by a writing signed by both parties. Any exhibits or schedules to this Agreement are incorporated fully herein and any reference to "this Agreement" shall be considered to include all such schedules and exhibits.
14. Severability. If any provision of this Agreement is found to be illegal or unenforceable, it will be severed from the Agreement and the enforceability of the remaining provisions of this Agreement shall be unaffected. This Agreement may be executed in counterparts, which when taken together shall constitute one document.
15. Further Assurances. Each of the parties hereto agrees to execute such further documentation as shall be reasonably required by the other party in order to effectuate the intention of this Agreement.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.
17. Public Records. The parties hereto acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any other right or remedy and after giving the other seven days written notice, during which period the other still fails to allow access to such documents, terminate the contract.

**SCOPE OF WORK**

Set small hh over existing slf at the ECUA gate and bore 205' to the building. Core drill in the soffit at 18' and access the attic. Pull 75' and drop down in telco closet. Use 24ct. SL will notify property at least 24 hours prior to construction. Ground conditions will be restored to existing or better conditions. SL estimates 2 days to complete construction.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date listed below.

OPERATOR: Southern Light, LLC

By: 

Name: Jason W. Wells

Title: Director of Inside Plant

Date: September 7, 2016

Owner: Escambia County

By: \_\_\_\_\_

Name: Jack Brown

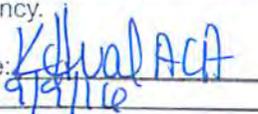
Title: County Administrator

Date: \_\_\_\_\_

Kelly McGriff

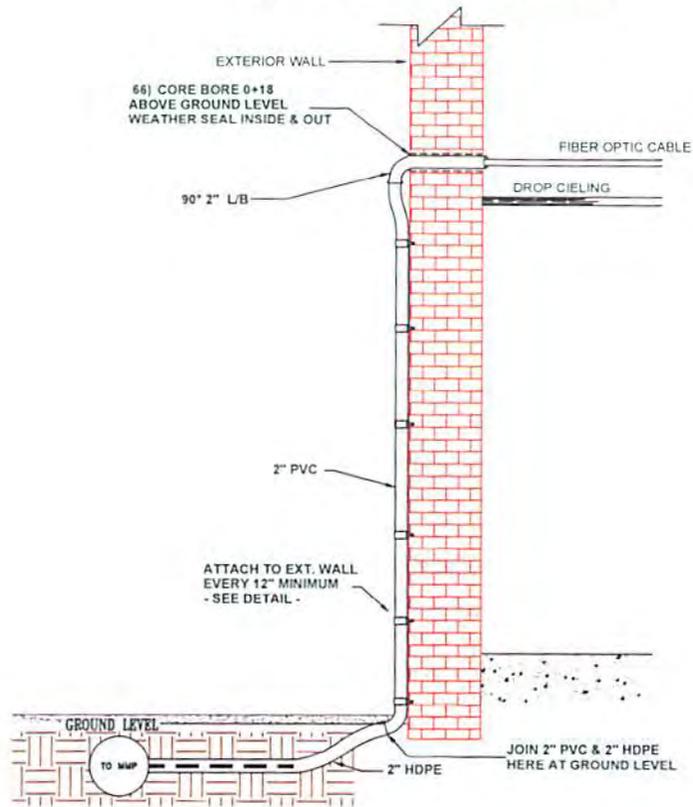
General Counsel 251-445-3321 (desk)  
Southern Light kmcgriff@slfiber.com  
107 St. Francis St.  
Ste. 1800  
Mobile, AL 36603

Approved as to form and legal sufficiency.

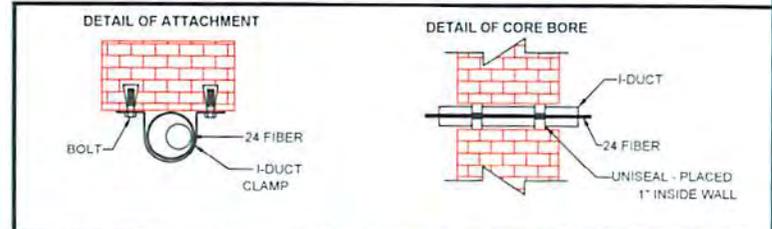
By/Title:   
Date: 9/7/16

**ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
BY: \_\_\_\_\_  
DEPUTY CLERK**

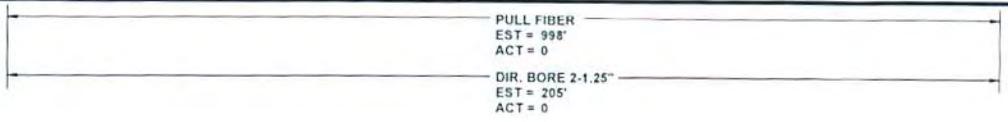
DETAIL OF UNDERGROUND INSTALLATION



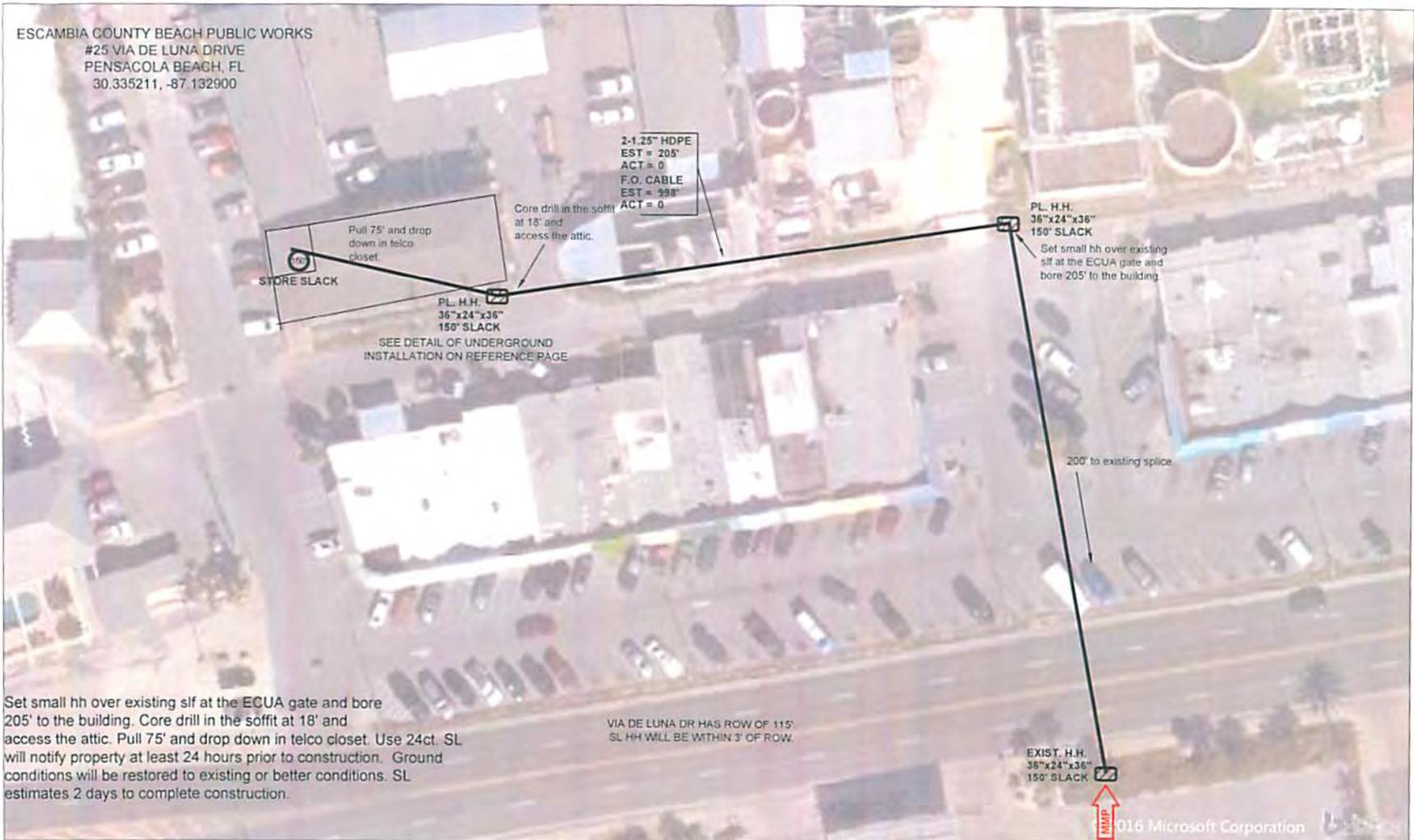
PROFILE OF EXTERIOR WALL



ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING PRIOR TO ANY WORK PERFORMED. CONTACT SOUTHERN LIGHT 251-682-1170		INFORMATION IN THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE REPRODUCED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF Southern Light.				ESCROW COUNTY BLACK PINE RIDGE #25 VIA DE LUNA DRIVE PENSACOLA BEACH, FL	
DATE	REVISIONS	SCALE	N/A	PROJ. NO.	N/A	DATE	N/A
		PRICE YR	N/A	ENC.	N/A	DESIGN BY	N/A
		ROUTE SCHEM.	N/A	SPLICE DWG.	N/A	DWG. NO.	REFERENCE



ESCAMBIA COUNTY BEACH PUBLIC WORKS  
#25 VIA DE LUNA DRIVE  
PENSACOLA BEACH, FL  
30.335211, -87.132900



STORE SLACK

Pull 75' and drop down in telco closet.

Core drill in the soffit at 18' and access the attic.

2-1.25" HDPE  
EST = 205'  
ACT = 0  
F.O. CABLE  
EST = 998'  
ACT = 0

PL. H.H.  
36"x24"x36"  
150' SLACK

SEE DETAIL OF UNDERGROUND INSTALLATION ON REFERENCE PAGE

PL. H.H.  
36"x24"x36"  
150' SLACK

Set small hh over existing sif at the ECUA gate and bore 205' to the building

200' to existing splice

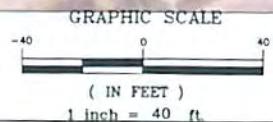
VIA DE LUNA DR HAS ROW OF 115'  
SL HH WILL BE WITHIN 3' OF ROW.

EXIST. H.H.  
36"x24"x36"  
150' SLACK



016 Microsoft Corporation

Set small hh over existing sif at the ECUA gate and bore 205' to the building. Core drill in the soffit at 18' and access the attic. Pull 75' and drop down in telco closet. Use 24ct. SL will notify property at least 24 hours prior to construction. Ground conditions will be restored to existing or better conditions. SL estimates 2 days to complete construction.



ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING PRIOR TO ANY WORK PERFORMED.  
CONTACT SOUTHERN LIGHT: 251-462-1170

INFORMATION IN THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE REPRODUCED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF Southern Light.



ESCAMBIA COUNTY BEACH PUBLIC WORKS  
#25 VIA DE LUNA DRIVE  
PENSACOLA BEACH, FL

DATE	REVISIONS	SCALE	1:40	PROJ. NO.	N/A	DATE	08/11/2016
		INDEX REF.	ESCOBE-CV	ENG.	J. PETERS	DRAWN BY	P. HADLEY
		ROUTE SCHEM.	N/A	SLAKE DWG.	N/A	DWG. NO.	ESCOBE-01

THERE IS TO BE NO INSTALLATION WITHIN DOT RIGHT-OF-WAY WITHOUT APPROVED PERMIT IN HAND.



**LEGAL CONSIDERATIONS/SIGN-OFF:**

No Legal consideration required at this time.

**PERSONNEL:**

No personnel impact associated with this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy II.A.

**IMPLEMENTATION/COORDINATION:**

After Board approval, Marine Resources Division will develop Grant Application for submittal.

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**Attachments**

FWC DerelictVesselRemovalGrantApp

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Florida Fish and Wildlife  
Conservation Commission

MyFWC.com

# FWC Derelict Vessel Removal Grant Application

FOR OFFICE USE ONLY	
Derelict Vessel Removal Grant Application Number :	Date Received:
Applicants Initial Validated Grant Request	\$
Revised Allowable Total Grant Maximum Percentage	%
Revised Allowable Total Grant Maximum	\$

Fill in all sections that apply – Input N/A for those areas Not Applicable.

I – APPLICANT INFORMATION		
a. Applicant: _____		
b. Federal Employer ID: _____		
c. Project Manager Name:	Project Manager Title:	
d. Mailing Address:	City:	Zip Code:
e. Shipping Address:	City:	Zip Code:
f. Telephone:	Fax:	Email:
g. District Numbers:	State House:	State Senate:

II – PROJECT SUMMARY	
a. Project Title:	
b. Project Goal(s):	
c. Project Cost:	Total Cost: \$ _____ Grant Amount Requested: \$ _____
d. Project Type(s):	<input type="checkbox"/> Bulk Derelict Vessel Grant (See Section 5.1 of guidelines for eligibility and restrictions) <input type="checkbox"/> Rapid Removal Derelict Vessel Grant (See Section 6.1 of guidelines for eligibility and restrictions.)

e. Brief Project Summary (Detailed project summary/scope of work is required as an attachment to this application.):

### **III – Justification for Rapid Removal Grant Request vs. Bulk Derelict Vessel Grant Request**

Describe how the vessel to be removed meets the rapid removal criteria listed in section VI of the Derelict Vessel Removal Grant guidelines using specific conditions which demonstrate it is in danger of imminent sinking, breaking apart, or is a critical danger to the public safety or the environment.

### **IV – PROJECTED OUTCOMES**

a. What percentage of the total derelict vessels located within this project's jurisdiction will be removed by this project? (Limited to those listed in the Statewide At-Risk and Derelict Vessel Database.)

b. Describe the system to be used in demonstrating complete removal and destruction of the removed vessel(s). Include the procedure to verify contractor's completeness in removal of the vessel(s).

**V – BUDGET**

a. In your Derelict Vessel Removal Grant application, each vessel must have an individual cost quote for removal. These quotes from the project contractor must be attached to the application package when submitted. Please refer to the FWC opportunity announcement for grant limits.

b. PROJECT COST: NON-CASH FUNDS (May not exceed 10% of total derelict vessel grant request)

Administration	\$	\$		\$
In-Kind Project Management	\$	\$		\$
In-Kind Labor	\$	\$		\$
In-Kind Materials	\$	\$		\$
In-Kind Equipment	\$	\$		\$
<b>Total Non-Cash Funds</b>	\$	\$		\$

c. PROJECT COST: CASH FUNDS (Must be at least 15% of total derelict vessel grant request.)

Cost Item	Applicant	Other Source (List in Section VI below)	Grant Request	TOTAL
	\$	\$	\$	\$
<b>Total Cash Funds</b>	\$	\$	\$	\$

<b>d. TOTAL FUNDS (Non-cash + Cash)</b>	\$	\$	\$	\$
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**VI – OTHER SOURCE OF FUNDS (STATUS)**

a.  Federal       State/Local       Loan      Agency: \_\_\_\_\_

b. Grant Name: \_\_\_\_\_ Amount \$ \_\_\_\_\_

c. Approval Status:       Approved       Pending       Intend to Apply Date: \_\_\_\_\_

**VII – LAW ENFORCEMENT CASE DATA**

	<b>AGENCY</b>	<b>Agency Case Number</b>	<b>Vessel Registration</b>	<b>Vessel Make</b>	<b>Vessel Length</b>	<b>Vessel Removal Quote</b>
1						\$
2						\$
3						\$
4						\$
5						\$
6						\$
7						\$
8						\$
9						\$
10						\$
11						\$
12						\$
13						\$
14						\$
15						\$
16						\$
17						\$
18						\$
19						\$
20						\$
21						\$
22						\$
23						\$
24						\$

**TOTAL**      \$

<b>VIII – APPLICATION ATTACHMENTS CHECKLIST</b>	
For mailed applications, include a copy on electronic media with paper copy or you may email entire application to: <i><a href="mailto:DVGrant@MyFWC.com">DVGrant@MyFWC.com</a></i>	
Incl.	<b>--- Required Attachments ---</b>
<input type="checkbox"/>	a. <b>Cover Letter:</b> A brief letter explaining overview of project and responsible parties involved.
<input type="checkbox"/>	b. <b>Application:</b> One (1) application with original signature from authorized individual.
<input type="checkbox"/>	c. <b>Project Proposal:</b> a detailed description of the project as described in the application instructions.
<input type="checkbox"/>	d. <b>Delegation of Authority:</b> Formal documentation to show that the person signing the application has the authority to apply for, administer and commit the governing body or not-for-profit organization to the grant project on behalf of the applicant.
<input type="checkbox"/>	e. <b>Detailed Cost Estimate:</b> Cost estimate in the form of a formal bid, written quote from proposed vendor or a detailed cost estimate for the project elements. One tabbed section for each vessel removal requested to include the Derelict Vessel Data Sheet (Attachment “A”).

**APPLICANT SIGNATURE**

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority (see grant guidelines section IV, 4.4), including the necessary requisite property interests, to undertake the proposed activities.

I also certify that the applicant’s governing body is aware of and has authorized the project manager as the official representative of the applicant to act in connection with this application and subsequent project, as well as to provide additional information as may be required. By signature below, the applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

\_\_\_\_\_  
Print/Type Name Title

\_\_\_\_\_  
Applicant Signature Date

NOTE: Instruction and further information regarding this application and the FWC Derelict Vessel Removal Grant Program can be found in the Program’s Guidelines document or you may contact the Program Administrator at Florida Fish and Wildlife Conservation Commission, Boating and Waterways Section, Derelict Vessel Program, 620 South Meridian Street, Tallahassee, FL 32399-1600; or call (850) 488-5600.

**Attachment A**

(Submit one sheet for each vessel requested in grant application)

**Derelict Vessel Data Sheet**

Law Enforcement Case Number: \_\_\_\_\_

County of Vessel's Location: \_\_\_\_\_

Describe Vessel's Location: (example: *Vessel is in shallow water within mangroves at boat ramp.*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vessel Coordinates: (**Degrees-Decimal Minutes**) Example: 30° 26.222 (N) / 84° 16.649 (W)

\_\_\_\_\_ (N) \_\_\_\_\_ (W)

Vessel Color: \_\_\_\_\_

Vessel Length: \_\_\_\_\_

Vessel Registration: \_\_\_\_\_

Investigating Agency: \_\_\_\_\_

Photo of Vessel: Yes ( ) No ( ) (*Include photos as attachment in this tab.*)

Rapid Removal ( ) Bulk Removal ( ) (*Check One*)

Are there pollutants on the vessel requiring removal? Yes ( ) No ( ) (*Check One*)

Is the vessel resting on the bottom? Yes ( ) No ( ) (*Check One*)

Is the vessel located in or above seagrass or coral? Yes ( ) No ( ) (*Check One*)

Vessel Removal Cost: \$ \_\_\_\_\_ (*Include contractors written quote for the vessel*)

Contractor's Name \_\_\_\_\_

Contractors Address \_\_\_\_\_

Contractors Phone # ( ) \_\_\_\_\_

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
Derelict Vessel Removal Grant Program**

**SECTION II: Instructions for completing the Derelict Vessel Removal Grant application.**

**GENERAL INSTRUCTIONS**

**PLEASE READ THE DERELICT VESSEL REMOVAL GRANT GUIDELINES BEFORE PROCEEDING TO THE APPLICATION.**

- Submit one (1) original and four (4) photocopies of the application with attachments.
- Submit one (1) electronic copy of application on compact disk (CD) or other electronic media.
- Staple application in upper left-hand corner, or clip with one binder clip. **Do not place in a spiral binder, three-ring binder, or report cover.**
- Please place a tabbed divider between each attachment. Each vessel within the overall project will be a separate section of the application. A separate removal quote must be given for each vessel in the project. A single quote for all vessels will not be acceptable. The total project cost must also be given in the application.
- Please make all photocopies of attachments on 8 ½” x 11” paper.

<b><i>I – APPLICANT INFORMATION</i></b>	
a. Applicant:	Enter the name of the governmental entity applying for the grant.
b. Federal Employer ID:	Enter the applicant’s Federal Employer Identification (FEID) Number. Payment will be sent to the address associated with this FEID number.
c. Project Manager Name: Title:	Enter the name and title of the person in charge of the project. All correspondence will be sent to this person.
d. Mailing Address:	Enter the mailing address for the Project Manager. All correspondence will be sent to this address.
e. Shipping Address:	Enter the physical address for the Project Manager (no post office boxes) for delivery of overnight packages.
f. Telephone No.: Fax No.: E-mail:	Enter the telephone number, fax number, and email address where the Project Manager may be contacted during regular business hours.
g. District Numbers:	Enter the District numbers for the State House and State Senate.

<b><i>II – PROJECT SUMMARY</i></b>	
a. Project Title:	Provide a brief title for the project.

b. Project Goal(s):	Provide a description of the intended goal(s) of the project in relation to removing derelict vessels to enhance the environment and boater safety.
c. Project Cost:	Enter total project monetary cost, including only the eligible project elements for grant funding. Enter the total funds requested from this program.
d. Project Type(s):	Indicate by checking the appropriate box whether this is a Bulk Derelict Vessel Removal Grant application or a Rapid Removal Derelict Vessel Grant Application.
e. Scope of Work/Detailed Project Summary:	Provide a brief summary of the scope of work and a thorough description of the work to be done, the full Scope of Work will be an attachment to the application using attachment A and any supporting documents.

***III – RAPID REMOVAL PROJECT JUSTIFICATION***

Briefly describe why this project has a need of urgency that would not allow for the use of the competitive grant process. Usually those cases, where the vessel is in danger of imminent sinking, breaking apart or is a critical danger to the public safety or the environment, are considered for rapid removal.

***IV - PROJECT OUTCOMES***

- a. List percentage of total active derelict vessels that will be removed by completion of this project. (Use Statewide At-Risk and Derelict Vessel Database as source of total numbers.)
- b. Explain procedures to be used to gauge the effectiveness of the project in order to evaluate contractor’s completeness of removal and post environmental damage assessment.

***V – BUDGET***

a. Individual Vessel Removal Quotes Required.	Each vessel within the applicant’s removal application must have an individual quote for removal cost. This cost may not exceed the Single Vessel Maximum as described in section 4.10 of the Derelict Vessel Grant guidelines.
b. PROJECT COST - NON-CASH FUNDS*	Enter amount of in-kind matching funds for each cost item. Amounts in “Other” column should include in-kind funds from any third-party agreements (provided by someone other than the applicant).
c. PROJECT COST - CASH FUNDS	Enter amount of funding to be provided by the applicant and other sources. Enter the amount of funding requested in the column labeled “Grant Request.”
d. TOTAL FUNDS	Sum of non-cash funds and cash funds for each column.

***VI – OTHER SOURCE OF FUNDS (Partnerships)***

Include information on funding from sources other than this grant program or the applicant. Enter information for each funding source.

a. Funding Source:	Check source of funds: Federal grant, State/Local grant, or loan.
b. Grant Name:	Enter name of grant program.
c. Approval Status:	Enter status of grant/loan application. If “Intending to Apply” enter date of application deadline.
<b><i>VII – LAW ENFORCEMENT CASE DATA</i></b>	
a. Agency:	Enter the name of the governmental agency that conducted the derelict vessel investigation.
b. Agency Case Number:	Enter the investigating agency’s case number pertaining to this vessel’s law enforcement investigation.
c. Vessel Registration:	Enter the vessel registration number if one exists.
d. Vessel Make:	Enter the make of the derelict vessel if known.
e. Vessel Length:	Enter the length of the derelict vessel if known.
f. Vessel Removal Quote:	Enter the removal cost estimate for this specific vessel. <b><i>Each vessel must have its own removal cost estimate.</i></b>

<b><i>VIII – APPLICATION ATTACHMENTS</i></b>
<p>Please place a tabbed divider between each attachment. Mail one original (with original signature), and a copy of everything on electronic media or email entire application and supporting documentation to <i>DVGrant@MyFWC.com</i></p> <p>Completed applications should include: cover letter, application form, delegation of authority, project proposal, contractor quotes, and required attachments as referenced in the DV Grant guidelines.</p>



There is no legal action with this recommendation.

**PERSONNEL:**

Approval of this certified budget recommendation requires no additional personnel.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The following citations of Florida law and rules apply: per Chapter 388.341, Florida Statutes (F.S.), Reports of expenditures and accomplishment; per Chapter 388.61, F.S., Department authority and rules; administration; and per Chapter 5E-13.027, Florida Administrative Code, Certified Budget, Filing.

**IMPLEMENTATION/COORDINATION:**

Mosquito Control Division management will ensure that Escambia County complies with the Annual Certified Budget and performs all functions required.

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**Attachments**

MCD Annual Certified Budget FY 2016-2017

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Florida Department of Agriculture and Consumer Services  
 Division of Agricultural Environmental Services  
**ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL**

Submit to:  
 Mosquito Control  
 3125 Conner Blvd, Bldg 6  
 Tallahassee, FL 32399-1650

ADAM H. PUTNAM  
 COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.  
 Telephone: (850) 617-7995; Fax (850) 617-7969

County or District Escambia County

FISCAL YEAR: OCTOBER 1, 2016 - SEPTEMBER 30, 2017

**RECEIPTS**

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$591,806.00	\$591,806.00	
334.1	State Grant	\$33,540.00	\$0.00	\$33,540.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
<b>TOTAL RECEIPTS</b>		<b>\$625,346.00</b>	<b>\$591,806.00</b>	<b>\$33,540.00</b>
Beginning Fund Balance		\$0.00	\$0.00	\$0.00
<b>Total Budgetary Receipts &amp; Balances</b>		<b>\$625,346.00</b>	<b>\$591,806.00</b>	<b>\$33,540.00</b>

**EXPENDITURES**

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$356,820.00	\$346,820.00	\$10,000.00
20	Personal Services Benefits	\$167,047.00	\$167,047.00	\$0.00
30	Operating Expense	\$1,200.00	\$1,200.00	\$0.00
40	Travel & Per Diem	\$10,500.00	\$500.00	\$10,000.00
41	Communication Serv	\$3,200.00	\$3,200.00	\$0.00
42	Freight Services	\$800.00	\$500.00	\$300.00
43	Utility Service	\$0.00	\$0.00	\$0.00
44	Rentals & Leases	\$600.00	\$600.00	\$0.00
45	Insurance	\$0.00	\$0.00	\$0.00
46	Repairs & Maintenance	\$10,440.00	\$9,820.00	\$620.00
47	Printing and Binding	\$950.00	\$650.00	\$300.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$500.00	\$500.00	\$0.00
51	Office Supplies	\$1,165.00	\$1,165.00	\$0.00
52.1	Gasoline/Oil/Lube	\$17,384.00	\$17,384.00	\$0.00
52.2	Chemicals	\$42,808.00	\$35,143.00	\$7,665.00
52.3	Protective Clothing	\$912.00	\$912.00	\$0.00
52.4	Misc. Supplies	\$4,435.00	\$3,600.00	\$835.00
52.5	Tools & Implements	\$530.00	\$530.00	\$0.00
54	Publications & Dues	\$2,055.00	\$735.00	\$1,320.00
55	Training	\$4,000.00	\$1,500.00	\$2,500.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
<b>TOTAL BUDGET AND CHANGES</b>		<b>\$625,346.00</b>	<b>\$591,806.00</b>	<b>\$33,540.00</b>
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
<b>TOTAL RESERVES ENDING BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES</b>		<b>\$625,346.00</b>	<b>\$591,806.00</b>	<b>\$33,540.00</b>
<b>ENDING FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

I certify that the budget shown was adopted on this 22nd Day of September 2016

SIGNED: \_\_\_\_\_

Grover C. Robinson, IV, Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: \_\_\_\_\_

Mosquito Control Program

FDACS-13617 Rev. 07/13

**PAM CHILDERS**  
 ATTEST: Clerk of the Circuit Court  
 \_\_\_\_\_  
 Deputy Clerk



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10984**

**County Administrator's Report 10. 31.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Multi-Year Encroachment Protection Agreement for NAS Pensacola (Agreement N69450-16-RP-00181)

**From:** Chips Kirschenfeld, Director

**Organization:** Natural Resources

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Multi-Year Encroachment Protection Agreement with the United States of America, Acting by and through The Department of the Navy Concerning Naval Air Station Pensacola, Florida - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a Multi-Year Encroachment Protection Agreement with the United States of America, acting by and through The Department of the Navy, concerning Naval Air Station Pensacola, Florida, and Escambia County:

A. Accept and approve the Multi-Year Encroachment Protection Agreement (N69450-16-RP-00181), in the amount of \$345,000, with the United States of America, acting by and through The Department of the Navy; and

B. Authorize the Chairman to sign the Agreement and any other subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action by the Board.

[The County's 50% match will be funded in Fund 110, Other Grants and Projects; Cost Center 331006, Density Reduction PNS-NAS; Cost Center 221015, Density Reduction Area "A" APZ; Cost Center 221019, Defense Infrastructure 2013; and Cost Center 221020, Defense Infrastructure 2014]

**BACKGROUND:**

This is a multi-year agreement between the Department of the Navy and Escambia County for the purpose of identification and acquisition of long-term, real property interests to prevent encroachment and limit incompatible development in the vicinity of Naval Air Station Pensacola. The Agreement provides for a 50% match towards either property or restrictive easement acquisition. The County is able to utilize existing

Defensive Infrastructure Grants (DIG) to provide the required local match.

**BUDGETARY IMPACT:**

The County's 50% match will be funded in Fund 110, Other Grants and Projects; Cost Center 331006, Density Reduction PNS-NAS; Cost Center 221015, Density Reduction Area "A" APZ; Cost Center 221019, Defense Infrastructure 2013; and Cost Center 221020, Defense Infrastructure 2014.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed by Stephen G. West, Senior Assistant County Attorney, and approved as to form and legal sufficiency.

**PERSONNEL:**

Department of Natural Resources Management staff will implement the terms of the Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy Section II.A. requires approval of agreements.

**IMPLEMENTATION/COORDINATION:**

Natural Resources Management staff will implement the Agreement. This project has been coordinated and will proceed with full cooperation with applicable parties.

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**Attachments**

MultiYearEncroachmentAgrmtNASP

Attachment A

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**MULTI-YEAR ENCROACHMENT PROTECTION AGREEMENT  
BY AND BETWEEN THE UNITED STATES OF AMERICA AND  
ESCAMBIA COUNTY FLORIDA CONCERNING NAVAL AIR STATION  
PENSACOLA, FL**

**ARTICLE 1 - SCOPE, PURPOSE, AND AUTHORITY**

**Section 101. General.**

a. This is a multi-year Encroachment Protection Agreement (“Agreement”) between The United States of America, acting by and through The Department of the Navy (“Navy”), and Escambia County, Florida, a political subdivision of the State of Florida, hereinafter called the “County,” and collectively with the Navy is hereinafter referred to as the “Parties,” or individually as a “Party.” The purpose of this Agreement is the identification and acquisition of long-term, real property interests to achieve conservation objectives, prevent encroachment and limit incompatible development in the vicinity of Naval Air Station Pensacola (“NAS Pensacola”), including all Navy owned facilities located within the legal jurisdiction of Escambia County, FL. This Agreement establishes the terms and conditions applicable to the contribution of Federal and non-Federal funds for acquisition of long-term, real property interests in the vicinity of the Installation, in accordance with the provisions of 10 U.S.C. §2684a.

b. This Agreement with Attachment A includes all terms and conditions related to Navy’s contribution of funds for the above stated purpose. Attachment A establishes the Areas of Interest around NAS Pensacola and its Special Areas in Escambia County, Florida in which real property interests may be acquired under this Agreement. Attachment A is an integral part hereof and is incorporated herein by this reference.

**Section 102. Scope.**

The scope of this Agreement includes all of the activities enumerated herein.

**Section 103. Authority.**

a. Section 2684a of Title 10, United States Code, authorizes the Secretary of the Navy to enter into agreements with a State or political subdivision of a State, or a private conservation organization to address the use or development of real property in the vicinity of a military installation. Such agreements are for the purposes of (a) limiting any development or use of the property that would be incompatible with the mission of the installation; or (b) preserving habitat on the property that is compatible with environmental requirements and that may eliminate or relieve environmental restrictions that would restrict, impede, or interfere with military training, testing, or operations on the installation. Agreements under this authority shall provide for the acquisition by a State, or political subdivision of a State, or private conservation organization of (a) all right, title, and interest in and to any real property, or any lesser interest in the property,

as may be appropriate, and (b) the sharing by the United States of America of all acquisition costs of any real property, or lesser interest, as may be appropriate.

b. Section 2684a of Title 10, United States Code states that an agreement with a State or political subdivision of a State, or a private conservation organization may provide for the management of natural resources on real property in which the Navy acquires any right, title or interest pursuant to such agreement, and for the payment by the Navy of all or a portion of the costs of such natural resources management if the Navy determines that there is a demonstrated need to preserve or restore habitat on such property. This encroachment protection agreement hereby authorizes such transactions and recognizes that a separate document or contract may be required to outline natural resource management procedures required to preserve or restore natural resources to include threatened and endangered species.

## **ARTICLE 2 - OBLIGATIONS OF THE PARTIES**

### **Section 201. General**

a. The Parties intend to work together in a partnering relationship to prevent encroachment and limit development that is incompatible with the missions of the Installation and to achieve conservation objectives around the Installation by acquiring long-term interests in certain real property located in the vicinity of the Installation in Escambia County, Florida. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

b. The Parties agree that the development of procedures and criteria for the acquisition of restrictive easements or other agreed upon interests in real property, in conjunction with a viable program for acquisition of certain property rights which will serve the interests of the Parties by encouraging patterns of community growth in areas and in a manner that will prevent encroachment upon the Installation and their operations and missions, is a worthwhile goal.

c. The Parties understand and agree that no Party has any financial or pecuniary liability to the other Party prior to receipt of necessary approvals and funding for the purchase and conveyance of the real property interest(s) described in this Agreement.

### **Section 202. Obligations of the County.**

a. The County shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this Agreement according to the terms, conditions, and specifications of this Agreement.

b. The County shall provide sufficient funds to pay its share of the costs for the acquisition of real property interests and related allowable transactional costs within the scope of this Agreement.

**Section 203. Obligations of Navy.**

a. Navy shall provide sufficient funds to pay its share of allowable costs incurred in the performance of this Agreement according to the terms and conditions for payment under Article 4 hereof.

b. Whenever the terms of this Agreement provide for coordination and/or approval by Navy, such coordination and/or approval will not be unreasonably withheld. Any request for action by Navy shall be considered and acted upon in a timely fashion.

c. The obligations of Navy are subject to the availability of Federal funds for the Agreement. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, or other applicable Federal law.

**Section 204. Acquisition Process.**

a. The Parties shall establish procedures and criteria for the identification of property that is to be the object of an acquisition of an appropriate real property interest. A review and purchase process shall be instituted whereby property interests located within the Areas of Interest, depicted in Attachment A hereto, shall be examined by the Parties and a selection priority assigned or given to that transaction or those transactions providing the greatest protection against encroachment for the Installation. At least annually, the Parties will meet or confer to identify potential properties for annual acquisitions. Once the Parties are in agreement, the County will contact the landowner of the parcel to determine interest in the sale of a real property interest.

b. After the Parties obtain an appraisal as provided in Section 205 below, the Parties will disclose their available acquisition funding and agree upon an acquisition strategy.

c. Each real property interest acquisition shall be governed by a separate Purchase Agreement bearing such other terms and conditions as are acceptable to the Parties. The Parties shall jointly develop the Purchase Agreement and the appropriate transfer document(s) for each property, identifying the interests to be acquired by each Party. The County shall ensure that each Purchase Agreement allows an adequate period of time for Navy due diligence review and receipt of the Navy's written approval of the property acquisition. The Parties will also endeavor to meet any Party's goal for completing its due diligence review under the applicable Purchase Agreement.

d. Escambia County will be the Party to issue an offer to purchase the property interest for such an amount and upon such conditions as are acceptable to the Parties. Upon written approval by Navy's Real Estate Contracting Officer (RECO) authorizing

tender of a purchase offer, Escambia County shall tender the purchase offer, enter into a mutually acceptable Purchase Agreement with the landowner, and proceed with the acquisition of the property interest.

e. Acquisition of a property interest in parcels by the Parties may only be accomplished with the voluntary consent of the landowner to the transaction. The Parties agree to disclose to the landowner the amount established as just compensation for the property interest to be acquired from the landowner as determined by an independently prepared appraisal as part of the Offer of Purchase. However, the County should encourage the landowner to investigate potential benefits (tax and otherwise) that may be realized if the landowner elects to sell at below the appraised fair market value.

f. Title to property rights acquired must be in an acceptable form and quality to the Parties. Title to fee interests, or lesser real property interests, acquired by the Navy shall comply with the United States Department of Justice *Title Standards 2001* to be acceptable to the Navy.

g. Each Party shall provide to the other such real estate documentation as is developed by or for each Party with respect to the acquisition of the parcel interest and the subsequent transfer by the County of the appropriate property interest over the parcel to the Navy, to include: real property surveys, environmental surveys (if applicable), documents obtained from County land records and such other documentation as Parties may find necessary to carry out the purpose of the Agreement.

h. Upon agreement by the Parties and completion of survey, title, other due diligence and delivery by the Parties to the closing agent or escrow agent of sufficient funds to complete the purchase, the following actions will simultaneously take place:

1. Escambia County will purchase the fee simple title or other real property interest to be acquired by it through voluntary sale from the landowner(s).
2. Escambia County will convey, assign, or direct an easement (or other agreed upon interest) over the entire property, or portion thereof, to the Navy in accordance with the provisions of 10 USC §2684a.

i. The amount of the Navy's contribution toward a specific acquisition ("cost share"), excluding allowable transactional costs, will be the lesser of 1) the Navy's appraised fair market value (FMV) of the real property interest acquired by the Navy; or 2) fifty percent (50%) of the purchase price paid by the County for the real property interest acquired by the County. The appraised fair market value of the real property interest to be acquired by the Navy, as well as any property interest to be exchanged or donated by the Parties shall be determined in accordance with Section 205 below. Notwithstanding the previous sentences in this paragraph identifying the cost share arrangement, or any other provision contained within this Agreement concerning the cost share arrangement, there shall be a demonstrated cost share by each of the Parties participating in each acquisition.

j. Each Party shall pay its own costs and expenses for its own document preparation (if needed by the Party), transfer and recording fees and expenses, labor costs, overhead, and attorney's fees. The Parties may share survey, appraisal, and closing costs. Costs or expenses borne by the Parties not provided for herein or otherwise shall be borne by the Party incurring same and will not form a basis for a claim, compensation, or reimbursement between the Parties.

k. Easement interests acquired must run with the land in perpetuity.

l. The Parties agree that landowners will not be eligible for or provided relocation costs.

m. Each Party agrees to obtain approval from the other before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

#### **Section 205. Real Estate Appraisals.**

a. It is agreed by the Parties that appraisal(s) will be performed to determine the fair market value(s) of the respective real estate interest(s) to be acquired, exchanged, or donated by the Parties. The Navy shall be involved with preparation of the scope of work for all appraisals contracted for by the County and with the County's selection of contract appraisers. All appraisals, whether contracted by the Navy or the County, shall conform to the *Uniform Appraisal Standards for Federal Land Acquisitions*.

b. The County shall provide the Navy an appraisal for any property interest being acquired. The appraisal may include the fair market value of the fee simple estate of the property unencumbered by any easement, and the fair market value of the easement or other mutually acceptable property interest which may be acquired by the Navy. The Navy may contribute to the cost of such appraisal.

c. The Navy has no obligation under this agreement to perform any appraisal or to use the County's appraisal but reserves the right to do so. Where the County is acquiring the identical restrictive easement interest as the Navy, and assigning that interest to the Navy, the Navy may select, contract and pay for an appraisal of the restrictive easement it desires to acquire for that acquisition. The Navy may provide to the County a copy of fee simple appraisal(s) and, upon request, the Navy's appraisal(s) of restrictive use easement(s) being acquired by the Navy. These appraisals cannot be shared with any other person, except as required by State of Florida Public Records Act.

d. Where the County is acquiring a less than fee interest in property which is also a different property interest than that being acquired by the Navy, the County is responsible for obtaining its own appraised value of the interest it is acquiring. Navy acknowledges that any appraisal provided by the County to the Navy is confidential and cannot be shared or discussed with anyone other than the Parties to this Agreement. However, the County may share its appraisal with the landowner and any other person or entity

providing funding towards the acquisition of the fee or any real property interest to be acquired by the Navy and as required by the Florida Public Records Act.

e. If the Navy's contribution to the acquisition pursuant to the terms of Section 204(i) above is acceptable to the County, the County will provide the Navy written confirmation stating that it agrees with that contribution. Should the County object to the Navy's contribution based on the valuation of the Navy's interest to be acquired, the County may, but is not required, to get a second appraisal of the interest to be acquired by the Navy at its sole expense. If the Parties fail to reach agreement based on the two valuations, then that particular acquisition shall be mutually terminated.

#### **Section 206. Land Surveys.**

If an existing survey is not available or sufficient to perform an appraisal and title work, a survey will be acquired by the Parties. Surveys shall be prepared by a State-licensed surveyor using the Florida State Plane Coordinates and shall conform to all State requirements for professional land surveys. The Navy shall be involved with preparation of the scope of work for all surveys contracted for by the County and with the County's selection of contract surveyors. Upon request, the Navy will provide a Statement of Work template for the required survey. The survey shall determine the exact acreage and location of the parcel(s) and identify and locate all existing encroachments and rights-of-way affecting the parcel(s). The survey shall be sufficient to enable Title Insurers to delete all standard exceptions to coverage under the title policy with respect to surveys. The Navy may contribute to the cost of such survey. Surveys may not be required prior to obtaining an appraisal.

#### **Section 207. Title Insurance.**

Each Party shall be responsible for acquiring its own Title Insurance at its own expense. If a Party's reviewing attorney's title examination of the Title Commitment reveals exceptions affecting the property interest being acquired that are objectionable, and that Party is not willing to waive such defect in title, the Seller of the property interest will be notified of such title defects. Upon notification to the Seller, the Seller shall have forty-five (45) days to cure, or cause to be cured, the title defect(s). The Parties agree that if the Seller cannot cure or cause to be cured any title defect(s) within forty-five (45) days (or within a longer period to which the Parties may agree), then the transaction shall be abandoned and the purchase agreement terminated. The Parties agree to obtain title evidence prior to ordering the survey and appraisal to the greatest extent possible.

#### **Section 208. Parties not Bound**

Each Party shall have the right to elect not to proceed with any selected acquisition which, in its sole discretion, does not meet or fulfill its objectives. The election by a Party not to participate in an acquisition shall not prohibit the remaining Party from proceeding with the acquisition.

## **ARTICLE 3 - FUNDING**

### **Section 301. Funding Limitation.**

Upon signature of this Agreement, Navy will obligate funds in the amount of approximately \$345,000.00 toward the cost of acquiring Navy's share of the real estate interests in land parcels identified in Attachment A of this Agreement. The Navy's funds shall be deposited in an escrow account to be managed by the Navy's designated Escrow Agent. Funds shall be distributed to the County as required for each closing on the acquisition of an interest in real property subject to this Agreement or for reimbursement of the Navy's share of allowable transactional costs. Any additional funding under this Agreement will be obligated by a unilateral modification of this Agreement by the Navy. Navy shall notify the County when additional funds are obligated under this Agreement. All funding by the Navy is subject to the availability of appropriated funds, and the Navy is under no obligation to deposit additional funds to accomplish the purpose of this Agreement.

### **Section 302. Limitation on the Availability of Navy Funds for Obligation.**

Other than the use of funds for real property acquisitions, including related and allowable transactional costs, the Parties intend that Navy shall have no other financial obligations under the terms of this Agreement. No relocation costs, broker's fees, internal County expenses, or other incidental expenses shall be due from Navy.

## **ARTICLE 4 - PAYMENT**

### **Section 401. Payment by Navy.**

a. Navy will make available to the County the Navy's share of allowable transactional costs and acquisition funds from escrow pursuant to this Agreement in a timely manner upon RECO authorization.

b. The funds provided by Navy are to be used solely by the County for the items of allowable costs incurred in the performance of this Agreement.

c. The Parties acknowledge that the property interests subject to this Agreement, if successfully negotiated for acquisition by the County, cannot be acquired until the acquisition funds are received from Navy and Navy has authorized the expenditure of such funds.

d. The County, through Navy's designated local representative at NAS Pensacola, shall promptly deliver to the RECO, NAVFAC Southeast, Jacksonville, Florida, an accounting of funding and disbursements made under this Agreement for each property acquisition, which accounting shall be in the form of a closing statement or statements for each real property acquisition for which Navy funds are to be expended. Appropriate

payment documents, such as vouchers or closing statements, for allowable costs shall be submitted to Navy at least twenty-one (21) days prior to the closing scheduled for each parcel of property.

e. County shall make records and accounts pertaining to this Agreement available for inspection by auditors and other authorized Federal government officials as required.

**Section 402. Direct Federal Payment of the County's Obligations.**

In no event shall Navy make direct payment to a County's contractors, employees, contractor employees, or vendor for any costs incurred by the County under this Agreement.

**ARTICLE 5 - GENERAL PROVISIONS**

**Section 501. Term of Agreement.**

This Agreement will remain in effect for a period of five (5) years from the date of signature by the last Party hereto, unless sooner terminated as provided herein, or unless extended by the Parties by written modification prior to the expiration of the current term of this Agreement.

**Section 502. Modification.**

Except as provided in Section 301, the terms of this Agreement may be modified only with the consent of all Parties to the Agreement by a written instrument signed by all of the Parties hereto.

**Section 503. Successors and Assigns.**

This Agreement may not be assigned by a Party without the express written consent of the other Parties. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the Parties, whether or not expressly assumed or acknowledged by such successors or assigns.

**Section 504. Entire Agreement.**

This Agreement forms the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter of this Agreement are superseded and incorporated by this Agreement.

**Section 505. Severability.**

If any provision of this Agreement is judicially held to be invalid by a Court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

**Section 506. Waiver of Breach.**

If a Party waives enforcement of any provision of this Agreement upon any event of breach by the other Party, the waiver shall not automatically extend to any other or future events of breach.

**Section 507. Notices.**

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, electronic mail, or by U.S. mail to the other Party at the address set forth below or at such other address as may be later designated. All notices shall be effective upon date of receipt:

For the Navy:

NAVFAC Southeast, Jacksonville  
Attn: Real Estate Contracting Officer  
P.O. Box 30, Building 903  
Jacksonville, FL 32212-0030

For Escambia County:

Escambia County  
Attn: Timothy Day  
3363 West Park Place  
Pensacola, FL 32505

**Section 508. Execution.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

**Section 509. Conflict of Interest.**

The County shall insure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

**Section 510. Access to and Return of Records.**

The County shall afford any authorized representative of Navy, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers and documents ("Records") that are within the County's custody or control and that relate to its performance under this Agreement. The County shall retain all such Records intact in a form acceptable to the Navy, if not original documents, for at least

three (3) years following termination of this Agreement.

**Section 511. Change of Circumstances.**

A Party shall promptly notify the other Party of any change of circumstances, pending litigation, or any other event or condition that may adversely affect that Party's ability to carry out any of its obligations under this Agreement.

**Section 512. Liability and Indemnity.**

Nothing in this Agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third persons for property loss or damage, death or personal injury arising out of and during the performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage, or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be resolved according to applicable law.

**Section 513. Reports.**

In addition to any financial or other reports required by the terms of this Agreement, Navy may require the County to prepare reports or provide information relating to this Agreement. The County agrees to provide the reports within a reasonable time of request and in such detail as may be reasonably required.

**Section 514. Negotiations.**

Negotiations with the owners of all parcels of property lying within the Areas of Interest described in Attachment A will be conducted by authorized representatives of the County, in a manner that will assure the most favorable price and terms are obtained for the Parties.

**Section 515. Termination.**

a. This Agreement may be terminated: (1) at any time by mutual written agreement of the Parties, or (2) unilaterally by providing thirty (30) calendar days advance written notice to the other Party.

b. This Agreement may be terminated as to any non-binding commitments entered into with third parties by any Party giving (30) days prior written notice to the other Party.

**ARTICLE 6 - REPRESENTATIONS AND CERTIFICATIONS**

The following provisions constitute an integral part of this Agreement. In addition, the County is required to insert the provisions of this Article 6 in all contracts issued

under this Agreement that are funded with federal funds other than purchase or option agreements for real property interests.

**Section 601. Applicable Law.**

This Agreement is incidental to the implementation of a Federal program. Accordingly, this Agreement shall be governed by and construed according to Federal law as it may affect the rights, remedies, and obligations of the United States.

**Section 602. Nondiscrimination.**

The County agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the performance under this Agreement, on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity or handicap. Accordingly and to the extent applicable, the County covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*), and DOD regulations (32 CFR Part 300) issued thereunder;

b. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," and Department of Labor regulations issued thereunder (41 CFR Part 60), as amended by Executive Order 13672 issued on July 21, 2014;

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,

d. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*) and regulations issued thereunder (45 CFR Part 90).

**Section 603. Lobbying.**

a. The County agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: (i) The awarding of any Federal contract; (ii) The making of any Federal grant; (iii) The making of any Federal loan; (iv) The entering into of any cooperative agreement; and, (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference herein.

**Section 604. Drug-Free Work Place.**

a. The County agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701 *et seq.*) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (2 CFR Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the County covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

**ARTICLE 7 - LEGAL AUTHORITY**

**Section 701. Legal Authority.**

Neither the County nor Navy is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The Parties shall promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder the fulfillment of their respective obligations under this Agreement.

**ARTICLE 8 - TERMINATION, ENFORCEMENT, CLAIMS, DISPUTES  
RESOLUTION, AND APPEALS**

**Section 801. Termination.**

This Agreement may be terminated by mutual agreement of the Parties or unilaterally by providing thirty (30) calendar days advance written notice to the other Party. See Article 5, Section 515.

**Section 802. Enforcement.**

The Parties may take such actions to enforce the terms of this Agreement as are authorized by law.

**Section 803. Claims, Dispute Resolution, and Appeals.**

a. Any claim made by the County arising out of this Agreement shall be presented in writing to the RECO. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and the documents or other evidence pertinent to the claim.

b. Claims shall be made within sixty (60) days after the basis of the claim is known or should have been known, whichever is earlier. It shall be the County's duty to include

in its claim all information needed to demonstrate the timeliness of claim submission.

c. Within sixty (60) days of the date of receipt of a claim, the RECO shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is Navy policy to try to resolve all issues concerning this Agreement at the RECO's level. RECOs are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If the County is not satisfied with the RECO's decision, the RECO shall encourage the County to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the Parties determine to employ them.

e. Nothing in this section is intended to limit the County's right to any remedy under the law or in equity.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have affixed their respective signatures, in recognition and acceptance of the terms, conditions and provisions stated above in this Agreement, effective as of the date last written below.

For Escambia County:

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

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: Sept. 9, 2016

UNITED STATES OF AMERICA

BY DEPARTMENT OF THE

NAVY

BY: -

\_\_\_\_\_  
\_\_\_\_\_  
Witness

Real Estate Contracting Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF FLORIDA )  
COUNTY OF DUVAL )

I, \_\_\_\_\_, Notary Public for said County and State, certify that \_\_\_\_\_ personally came before me, this day and acknowledged that he is the Real Estate Contracting Officer for the Department of the Navy, United States of America, and that by authority duly given and as the act of the United States of America the foregoing instrument was signed in its name by its Real Estate Contracting Officer, sealed with its seal and attested by himself as its Real Estate Contracting Officer.

\_\_\_\_\_

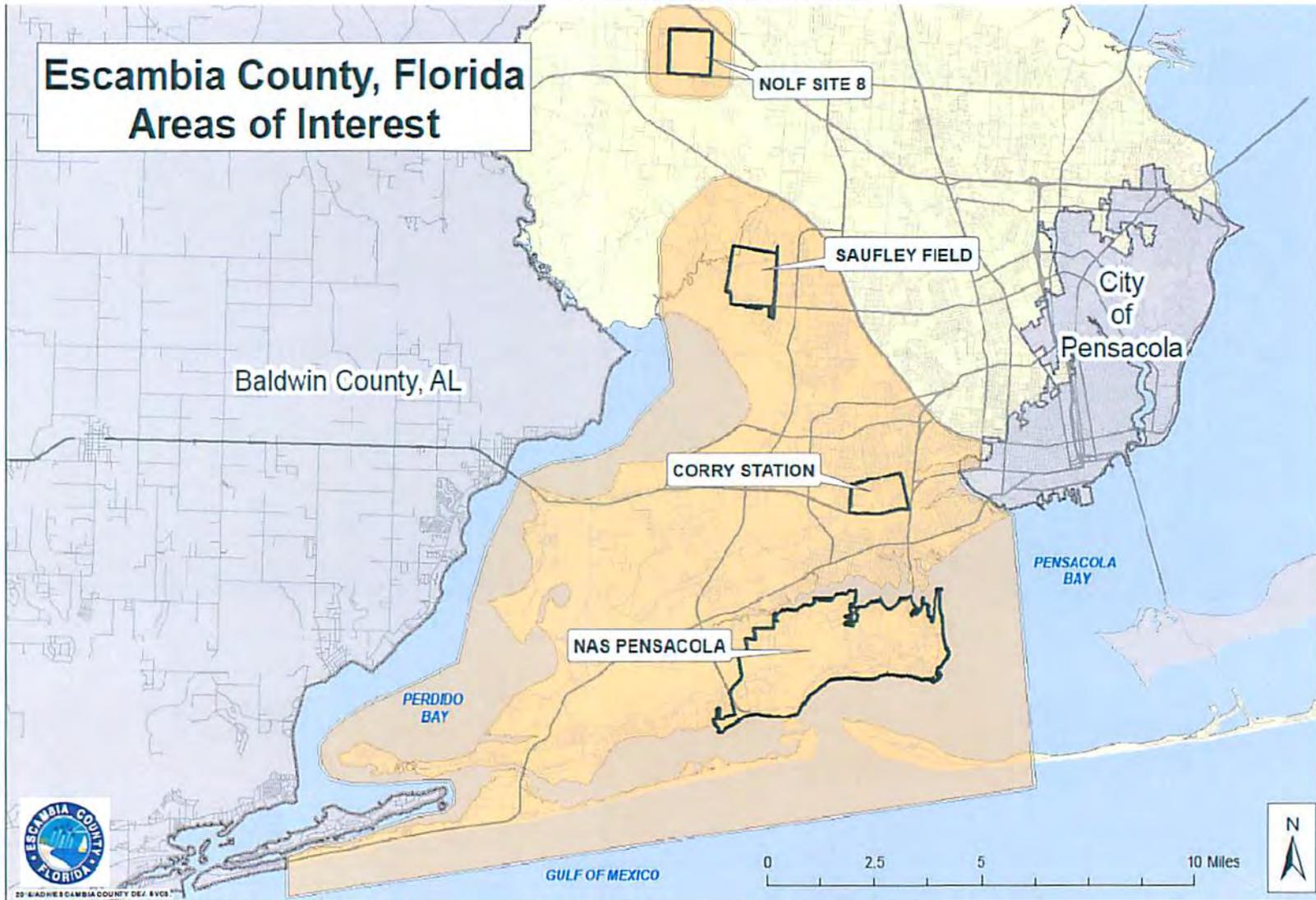
Notary Public

My Commission

Expires: \_\_\_\_\_

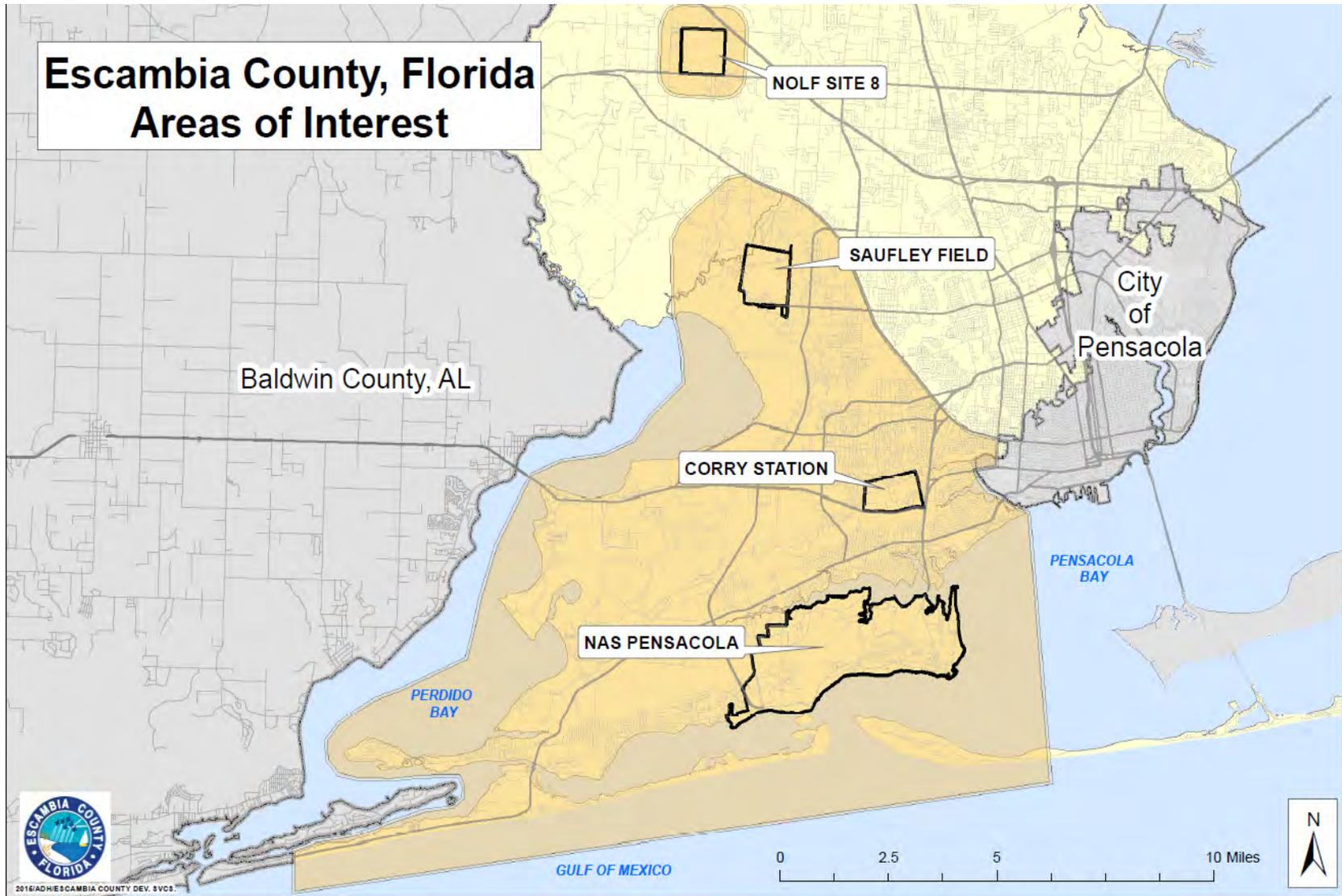
(Official Seal)

ATTACHMENT A  
MAP DEPICTING AREAS OF INTEREST



\*Areas shown above in orange are the Areas of Interest for this Agreement

ATTACHMENT A  
MAP DEPICTING AREAS OF INTEREST



\*Areas shown above in orange are the Areas of Interest for this Agreement



Risk Management will be the Contractor Administrator. No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

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**Attachments**

Network Liability Insurance

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# NEWMARKETS

INSURANCE AGENCY

To: Eric Turner	From: Joe Alletto
Company: USI Insurance Services, LLC	Date: 09/09/2016
Tel: 205-969-5118	Tel: 678-795-4487
e-mail: <a href="mailto:eric.turner@usi.com">eric.turner@usi.com</a>	e-mail: <a href="mailto:joseph.alletto@chubb.com">joseph.alletto@chubb.com</a>
Re: Escambia County Board of County Commissioners	Pages including cover: 25

Account:	Escambia County Board of County Commissioners
Insured Address:	221 Palafox Place, Suite 200 Pensacola, FL 32502
Line of Coverage:	ACE Privacy Protection <sup>®</sup> Privacy & Network Liability Insurance Policy
Type of Submission:	New
Insuring Company:	Illinois Union Insurance Company
Effective Date:	10/01/2016
Expiration Date:	10/01/2017

Dear Eric:

I am pleased to offer the attached indication for **Escambia County Board of County Commissioners**. The commission payable for placement of this business is 0.00%.

**Please advise your client that New Markets is offering this quote as representative of its affiliated surplus lines insurance company, Illinois Union Insurance Company (Illinois Union). New Markets is not acting on behalf of your client and does not seek placements in other surplus lines markets.**

Thank you for considering ACE USA as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely



Fredrick Wright  
New Markets Insurance Agency, Inc.  
GA Surplus Lines Broker License # 2961798

# NEWMARKETS

## INSURANCE AGENCY

### Account: Escambia County Board of County Commissioners

ACE USA is pleased to offer the following indication subject to receipt, review, and acceptance of the information listed below prior to binding coverage:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business **within 30 days of binding**:
  - a. ACE Warranty Letter
  - b. Received Application signed and dated
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30<sup>th</sup> day from the date of this Binder or the Effective Date of this policy, whichever is later.

### Privacy and Network Liability Premium Indication(s): Option #1

Insuring Agreements	Limit of Liability Each Claim/Aggregate	Retention Each Claim	Retroactive Date
Privacy Liability	\$5,000,000/ \$5,000,000	\$50,000	Policy Inception
Data Breach Fund Default Inside the Limits *	\$1,000,000/ \$1,000,000 \$5,000,000/ \$5,000,000	\$50,000	Policy Inception
Network Security Liability	\$5,000,000/ \$5,000,000	\$50,000	Policy Inception
Internet Media Liability	\$5,000,000/ \$5,000,000	\$50,000	Policy Inception
Network Extortion	\$5,000,000/ \$5,000,000	\$50,000	Policy Inception
Digital Asset Loss	\$5,000,000/ \$5,000,000	\$50,000	N/A
Business Interruption Coverage	\$5,000,000/ \$5,000,000	\$50,000 & 10 Hours	N/A
Contingent Business Interruption	\$250,000/ \$250,000	\$50,000 & 10 Hours	N/A

*\*Limits will automatically increase to the limits referenced in the sidecar option if the data breach team is used and subject to all terms of the sidecar endorsement. Please refer to the terms and conditions of the Data Breach Sidecar Endorsement.*

**Regulatory Proceeding Sub-Limit of Liability: \$5,000,000**  
**Maximum Policy Aggregate Limit of Liability: \$5,000,000**

**TOTAL PREMIUM DUE: \$21,226**

*With the purchase of an **ACE Privacy Protection® Privacy & Network Liability Insurance Policy**, Loss Mitigation Services are available to purchase from the entities listed below for a fee. Please note that the fee is not premium for the insurance policy. The fee is paid to the entity performing the service. There is no commission associated with the fee. The entities listed below are not providers of insurance services and are not affiliated with ACE USA. Purchase of any service does not guaranty that losses will be fewer or less severe. Any loss mitigation inspection, assessment, or audit purchased, and any report or recommendation resulting therefrom, shall not constitute an*

# NEWMARKETS

## INSURANCE AGENCY

undertaking at the behest of or for the benefit of the ACE USA. ACE USA also assumes no responsibility to implement any resulting recommendations.

<b>ACE Loss Mitigation Services</b> (Additional Fee with No Commission)	Total Cost	Service Selected
Cyber Readiness <ul style="list-style-type: none"><li>NetDiligence Network Assessment</li></ul>	\$3,000	<input type="checkbox"/>
Security Awareness <ul style="list-style-type: none"><li>Wombat Security Technologies</li></ul>	\$3,000	<input type="checkbox"/>
Vendor Management <ul style="list-style-type: none"><li>Lewis Brisbois Bisgaard &amp; Smith</li></ul>	\$3,000	<input type="checkbox"/>
Regulatory Compliance <ul style="list-style-type: none"><li>Trustwave – HIPAA Compliance</li></ul>	\$3,000	<input type="checkbox"/>
Information Governance <ul style="list-style-type: none"><li>Huron Consulting Group</li></ul>	\$3,000	<input type="checkbox"/>
Breach Preparation <ul style="list-style-type: none"><li>General Dynamics Fidelis</li></ul>	\$3,000	<input type="checkbox"/>

### Policyholder Contact for Loss Mitigation Services

- Name:
- Title:
- Phone Number:
- E-mail:

**Total Cost for Loss Mitigation Services:** \$

**TOTAL DUE FOR PREMIUM AND LMS FEE:** \$

**PLEASE NOTE THE FOLLOWING:** The Terrorism Risk Insurance Act of 2002, and as subsequently amended (“TRIA”) does not apply to the coverages provided by this policy. Accordingly, no premium assessment has been made for TRIA.

**Extended Reporting Period:** 12 months for 100% of last annual premium

**Policy Form Numbers:** PF-26999 (05/09) / PF-27000 (05/09)

# NEWMARKETS

## INSURANCE AGENCY

### The following Endorsements will be added to the basic contract(s):

Endorsement Title:	Additional Information (if applicable)	Number
1. Signature Endorsement		LD5S23j (03/14)
2. Notice Amended Endorsement		PF-33468 (02/11)
3. Trade or Economic Sanctions Endorsement		PF-46422 (07/15)
4. Additional Insuring Agreements Endorsement		PF-27126 (05/09)
5. Insuring Agreement B Amended		PF-47757 (05/16)
6. Acts of Cyber Terrorism		PF-42698a (09/14)
7. PCI Endorsement	<b>\$1,000,000 Sublimit</b>	PF-31141 (10/10)
8. Representations Amended - Waiver of Application		PF-27109 (05/09)
9. Defense + Settlement Amended - 50% Claims Expenses		PF-27096 (05/09)
10. Notice Amended - Specified Officers		PF-27095 (05/09)
11. Notice Amended - 60 Days		PF-27106 (05/09)
12. Data Breach Fund Endorsement - Inside the Limits		PF-42689 (04/14)

Please refer to the terms of the endorsement including all coverage definitions, limits, defense, conditions and disclaimers outlining the conditions precedent to coverage under the Data Breach Team Endorsement.

#### Option #1

	<u>Each Claim</u>	<u>Aggregate</u>
Data Breach Fund - Inside the Limits	\$5,000,000	\$5,000,000

Solely with respect to that portion of **Data Breach Expenses** incurred in retaining the services of the **Data Breach Coach** (subsection H1) the Retention is \$0.

### State Amendatory Endorsement(s) added to basic contract(s):

Service of Suit Endorsement	SL-34255 (09/11)
Florida Surplus Lines Notice	SL-24680 (10/09)

### The following Notices will be added to the basic contract(s):

Access to eRisk Hub <sup>®</sup> Notice to Policyholders	PF-25176a (06/10)
Access to the Data Breach Team Notice to Policyholders	PF-30265 (07/10)
ACE Producer Compensation Practices & Policies	ALL-20887 (10/06)
U.S. Foreign Account Tax Compliance Act ("FACTA")	ALL-42490 (03/14)

### TRIA Endorsements added to basic contract(s):

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	PF-17914 (02/05)
First Party Network Security Endorsement	PF-29074c (05/16)
Disclosure Notice	TR-19604d (01/15)

09/2013

**NEWMARKETS**  
*INSURANCE AGENCY*

Disclosure Endorsement	TRIA11c (01/15)
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**This indication will remain valid until 10/01/2016.**

# NEWMARKETS

INSURANCE AGENCY

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

**FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT OF 2010 (NRRA) UPON THE BINDING OF THIS PLACEMENT. IF THE STATE SET FORTH IN THE ABOVE-REFERENCED INSURED ADDRESS IS THE HOME STATE OF THE INSURED, NO ACTION IS REQUIRED. HOWEVER, IF THE HOME STATE OF THE INSURED IS OTHER THAN THAT SET FORTH IN THE INSURED ADDRESS, YOU MUST NOTIFY US IN WRITING PRIOR TO THE BINDING OF THIS PLACEMENT.**

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely



Fredrick Wright  
New Markets Insurance Agency, Inc  
GA Surplus Lines Broker License # 2961798

### TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

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# **NEWMARKETS**

**INSURANCE AGENCY**



## **ACE Producer Compensation Practices & Policies**

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.



**ace usa**

## **U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders**

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



ace usa

ACE DigiTech<sup>®</sup>

Digital Technology and Professional  
Liability Insurance Program

eRisk Hub<sup>™</sup>

### **eRisk Hub Portal:**

ACE Professional Risk recognizes the complex challenges that companies face staying on top of evolving privacy laws and regulations. In an effort to assist policyholders with these issues, ACE Professional Risk provides access to the eRisk Hub<sup>™</sup>, a web-based loss prevention resource to help policyholders manage cyber risk. Founded and managed by NetDiligence<sup>®</sup>, a leading network security and e-risk assessment services company, the eRisk Hub is a private, web-based portal containing information and technical resources that can assist policyholders in the prevention of network and privacy losses and provide support in the timely reporting and recovery of losses if an incident occurs. The eRisk Hub portal also features news, content and access to leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.



***Registration to the site is free for ACE DigiTech policyholders.***

### **What services do you have access to?**

- **Incident HELP Hotline**  
Staffed by security experts who can provide immediate triage assistance in the event of a breach.
- **eRisk Resources Directory**  
Comprehensive directory of external resources with expertise in pre- and post-breach disciplines.
- **News Center**  
Resource for current privacy and network security news, security and compliance blogs, risk management events, and helpful industry links.
- **Learning Center**  
Best-practice articles and white papers written by leading technical and legal experts on compliance, network security, privacy and breach recovery.

**Please note the following:**

1. The eRisk Hub portal is private and secure. Policyholders should not share portal access instructions with anyone outside of the organization. Policyholders are responsible for maintaining the confidentiality of the ACE Access Code we provide.
2. The eRisk Hub portal is for ACE clients only. Up to three individuals may register and use the portal. Ideal candidates include the policyholder's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager, or Legal Counsel.
3. The eRisk Hub portal contains a directory of experienced providers of cyber risk management and breach recovery services. ACE does not endorse these companies or their respective services. Before an organization engages any of these companies, we urge it to conduct its own due diligence to ensure the companies and their services meet its needs. Unless otherwise indicated or approved, payment for services provided by these companies is the policyholder's responsibility.
4. Should a policyholder experience a data breach event, it may choose to call the Incident HELP Hotline listed in the portal for immediate triage assistance. If a policyholder engages this service, it is billable at the rate of \$200 per hour. Please be aware that the hotline service is provided by a third-party network security company. Therefore, calling the hotline does NOT satisfy the claim notification requirements of the policy.



## Access to eRisk Hub<sup>®</sup> Notice to Policyholders

This Policyholder Notice shall be construed as part of your policy but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning access to the **eRisk Hub<sup>®</sup>**, a private web-based loss prevention portal to help policyholders manage cyber risk. Founded and managed by NetDiligence<sup>®</sup>, a leading network security and e-risk assessment services company, the eRisk Hub is a private, web-based portal containing information and technical resources that can assist you in the prevention of network and privacy losses and support you in the timely reporting and recovery if an incident occurs.

The eRisk Hub portal is an internet-based service that features news, content and access to leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

### **Please note the following:**

1. The eRisk Hub portal is private and secure. Do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the ACE Access Code provided to you.
2. The eRisk Hub portal is for ACE clients only. Up to three individuals from your organization may register and use the portal. Ideal candidates include your company's Risk Manager, Compliance Manager, Privacy Officer, IT Operations Manager, or Legal Counsel.
3. The eRisk Hub portal contains a directory of experienced providers of cyber risk management and breach recovery services. ACE does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.
4. Should you experience a data breach event, you may choose to call the Data Breach Coach Hotline listed in the portal for immediate triage assistance. Please be aware that the hotline service is provided by a third-party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the ACE Data Breach Team Panel Guidelines. Therefore, calling the hotline does NOT satisfy the claim notification requirements of your policy.

### **To register for the eRisk Hub:**

1. Send an e-mail request to [eriskhub@acegroup.com](mailto:eriskhub@acegroup.com) including the following information to obtain a copy of your ACE Access Code to the eRisk Hub:
  - a. Your Name (up to three individuals from you organization may register and use the portal)
  - b. Your Title
  - c. Your Phone Number
  - d. Named Insured (Item 1. of your Policy)
  - e. Policy Number

Within four business days you will receive a copy of your ACE Access Code.

2. Go to [www.eriskhub.com/ace.php](http://www.eriskhub.com/ace.php).
3. Complete the registration form (this will require your ACE Access Code from Step 1 above).
4. Once registered, access the portal by going to [www.eriskhub.com/ace.php](http://www.eriskhub.com/ace.php) and completing the User Login.



# Access to the Data Breach Team Notice to Policyholders

This Policyholder Notice shall be construed as part of your policy but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning access to the **Data Breach Team Panel List**, a list of approved service providers to provide legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services.

The list of approved service providers is available at the eRisk Hub<sup>®</sup> website. Please note, you must first register with the eRisk Hub before you can access the Data Breach Team Panel List. Please refer to the Access to eRisk Hub Notice to Policyholders for instructions on how to register to the eRisk Hub. Once registered, you can access the portal by going to [www.eriskhub.com/ace.php](http://www.eriskhub.com/ace.php) and completing the User Login.

In the event of a data breach event, a copy of the Data Breach Panel List can also be obtained from the Data Breach Coach, the law firm within the Data Breach Team designated for consultative and pre-litigation services provided to you. In the event of a breach, contact the Data Breach Coach as indicated on the amended Declarations of the Data Breach Endorsement.

## **Please note the following:**

1. ACE shall not be a party to any agreement entered into between any Data Breach Team service provider and the policyholder. It is understood that Data Breach Team service providers are independent contractors, and are not agents of ACE. The policyholder agrees that ACE assumes no liability arising out of any services rendered by a Data Breach Team service provider. ACE shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any Data Breach Team service provider and the policyholder. Any rights and obligations with respect to such agreement, including but limited to billings, fees and services rendered, are solely for the benefit of, and borne solely by such Data Breach Team service provider and the policyholder, and not ACE.
2. ACE has no obligation to provide any of the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services provided by the Data Breach Team.
3. The policyholder is under no obligation to contract for services with Data Breach Team service providers, except as amended by the Data Breach Team Endorsement.
4. Solely with respect to policyholder's wishing to execute the terms and conditions provided by the Data Breach Team Endorsement:
  - a. failure to comply with any one or more of the requirements of the endorsement will preclude coverage under the endorsement, and the policy will retain its original terms and conditions as if the Data Breach Team Endorsement had not been attached to the policy.
  - b. ACE may, at its sole discretion as evidenced by the ACE's prior written approval, on or before the effective date of the policy, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the Data Breach Team.
  - c. If, during the policy, either (i) any of the Data Breach Team service providers is unable to or does not provide the services covered under Data Breach Expenses or (ii) there is a change of law or regulation that prevents service providers selected exclusively from the Data Breach Team from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the policyholder; ACE may, at its sole discretion as evidenced by the ACE's prior written approval, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the Data Breach Team.

Further, the maximum rate ACE will pay for Data Breach Expenses shall be no more than the rates outlined in the ACE Data Breach Team Panel Guidelines for such services.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

**Data Breach Team with Data Breach Fund Sidecar Endorsement**

**This endorsement modifies insurance provided under the following:  
ACE Privacy Protection Privacy and Network Liability Insurance Policy**

It is agreed that if, as conditions precedent to coverage hereunder:

- a. the **Insured** selects only service providers from the **Data Breach Team**; or
- b. the **Insurer** permits the **Insured**, in accordance with section 7 of this endorsement, to retain alternative service providers;

the **Policy** is amended as follows:

1. The Declarations is amended as follows:

a. Item 4AB is deleted and the following is inserted:

	<u>Each Claim</u>	<u>Aggregate</u>
B. Data Breach Fund Sidecar	\$	\$
(solely applicable to <b>Data Breach Expenses</b> as defined in this endorsement)		

b. Solely with respect to that portion of **Data Breach Expenses** incurred in retaining the services of the **Data Breach Coach** (as set forth in Section II, subsection H1 of this **Policy**) under Insuring Agreement B, Item 5, Retention, is deleted and replaced with the following:

\$                    each **Claim** for Coverage B

c. Item 6, Notice to **Insurer**, is amended by adding the following:

- In the event of a **Claim** (or potential **Claim** as set forth in section VIII, B) under Insuring Agreement B, where urgent crisis management support is required, please contact:  
**Data Breach Coach** Hotline: 1 (800) XXX-XXXX

2. Section II, Definitions, is amended as follows:

a. Subsection H, the definition of **Data Breach Expenses** is deleted in its entirety and the following is inserted,

a. **Data Breach Expenses** means those reasonable and necessary expenses incurred by the **Insured** or which the **Insured** becomes legally obligated to pay:

1. to retain the services of the **Data Breach Coach**, including but not limited to retaining such services for **Regulatory Communications**;
2. to retain the services of a third party computer forensics firm to determine the cause and scope of a failure by the **Insured**, or by an independent contractor for whom the **Insured** is legally responsible, to properly handle, manage, store, destroy or otherwise control **Personal Information**;
3. to comply with **Privacy Regulations**, including but not limited to:
  - a. retaining the services of a law firm to determine the applicability and actions necessary to comply with **Privacy Regulations**, including but not limited to **Regulatory Communications** and drafting notification letters;
  - b. retaining the services of a notification service; and
  - c. retaining the services of a call center support service;

For purposes of this subsection H3, compliance with **Privacy Regulations** shall follow the law of the applicable jurisdiction that most favors coverage for such expenses;

4. to retain the services of:
  - a. a public relations or crisis communications firm; and
  - b. a notification service to voluntarily notify individuals whose **Personal Information** has been wrongfully disclosed or otherwise compromised;  
solely for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, the **Insured** as a result of a **Wrongful Act**;
5. to retain the services of a law firm solely to determine the **Insured's** indemnification rights under a written agreement with an independent contractor with respect to a **Wrongful Act** expressly covered under Insuring Agreement A of this **Policy** and actually or allegedly committed by such contractor;
6. to retain the services of a licensed investigator or credit specialist to provide up to one year of fraud consultation to the individuals whose **Personal Information** has been wrongfully disclosed or otherwise compromised;
7. with the **Insurer's** prior written consent, for credit monitoring, credit freezing, or fraud alert service expenses for those individuals who accept an offer made by or on behalf of the **Insured** for, and receive, credit monitoring, credit freezing or fraud alert service; and
8. to retain the services of a third party identity restoration service for those individuals who are confirmed by a licensed investigator as victims of identity theft directly resulting from a **Wrongful Act** expressly covered under Insuring Agreement A of this **Policy**;

**Data Breach Expenses** shall not include:

1. costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the loss event or to be compliant with **Privacy Regulations**;
  2. taxes, fines, penalties, injunctions, or sanctions; and
  3. regular or overtime wages, salaries, or fees of the **Insured**.
- b. Subsection G, the definition of **Damages** is amended by deleting the phrase "compensatory damages" and inserting the phrase "a direct settlement of a **Regulatory Proceeding** or compensatory damages" in numbered paragraph 7.
  - c. Subsection Y, the definition of **Regulatory Fines** is amended by inserting the phrase "or **Regulatory Communications**" immediately after the phrase "a **Regulatory Proceeding**".
  - d. Subsection Z, the definition of **Regulatory Proceeding**, is amended by deleting the phrase "request for information, demand,".
  - e. The following definitions are added:
    - **Data Breach Coach** means the law firm within the **Data Breach Team** designated for consultative and pre-litigation services provided to the **Insured**.
    - **Data Breach Team** means a list of approved service providers to provide legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services. The list of approved service providers is available at the eRisk Hub<sup>®</sup> website to the **Named Insured** via passcode. In the event of a breach, contact the **Data Breach Coach** as indicated on the Declarations.
    - **Regulatory Communications** means those reasonable and necessary expenses incurred by the **Insured** to retain the services of a law firm to:
      - i. communicate with a government agency to determine the applicability and actions necessary to comply with **Privacy Regulations**; and
      - ii. respond to a request for information or demand by a governmental agency alleging the violation of **Privacy Regulations**;as a result of a **Wrongful Act** as set forth in subsection EE, numbered paragraph 2 of such definition.

3. Section III, Exclusions, is amended as follows:
  - a. Subsections F and Q are amended to add the following to each subsection, respectively:
    - a. Solely with respect to a **Wrongful Act** expressly covered under Insuring Agreement B, this exclusion shall not apply to a **Regulatory Communications**.
4. Section VI, Limits of Liability, is amended as follows:
  - a. Subsection A, numbered paragraph 2, is deleted in its entirety and the following is inserted its place:
    2. With respect to Insuring Agreement B:
      - a. The Each **Claim** Limit of Liability as stated in Item 4AB of the Declarations (as amended by this endorsement) is the **Insurer's** maximum liability under Insuring Agreement B for the sum of all **Data Breach Expenses** provided under the Data Breach Fund Sidecar because of each **Claim**, including each **Claim** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
      - b. The Aggregate Limit of Liability stated in Item 4AB of the Declarations (as amended by this endorsement) is the **Insurer's** maximum liability under Insuring Agreement B for the sum of all **Data Breach Expenses** provided under the Data Breach Fund Sidecar because of all **Claims** combined in the aggregate, including all **Claims** alleging any **Interrelated Wrongful Acts**, first made and reported during the **Policy Period**.
      - c. The Each **Claim** and Aggregate Limits of Liability stated in Item 4AB (as amended by this endorsement) shall be in addition to, and not part of, the Maximum **Policy** Aggregate Limit of Liability set forth in Item 4C of the Declarations.
  - b. Numbered paragraph 4 is deleted in its entirety and the following provisions are inserted:
    4. **Claims Expenses** shall be part of and not in addition to the applicable Aggregate Limits of Liability stated in Item 4A or 4C of the Declarations, and shall reduce such Aggregate Limits of Liability.
    5. Except those **Data Breach Expenses** provided under the Data Breach Fund Sidecar, **Data Breach Expenses** (as originally defined the **Policy**) shall be part of and not in addition to the applicable Aggregate Limits of Liability set forth in Item 4AB and 4C of the Declarations.
    6. If the applicable Limit of Liability is exhausted by payment of **Damages, Claims Expenses, or Data Breach Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** is entitled to pay **Damages, Claims Expenses, and Data Breach Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
    7. Any payment of **Data Breach Expenses** (as originally set forth in the **Policy**) shall erode the Each **Claim** and Aggregate Limits for the Data Breach Fund Sidecar stated in Item 4AB of the Declarations and shall also simultaneously erode the Limits of Liability in Item 4AB and 4C as originally set forth in the **Policy** Declarations. Any payment of **Data Breach Expenses** provided under the Data Breach Fund Sidecar shall erode the Each **Claim** and Aggregate Limits of Liability originally set forth in Item 4AB of the Declarations. In no event shall the Limits of Liability stated in this endorsement, and the Limits of Liability stated in the original **Policy** Declarations be stacked or added together.
    8. For any single **Claim**, the **Insured** may elect to utilize **Data Breach Expenses** as originally defined in the **Policy** or **Data Breach Expenses** provided under the Data Breach Fund Sidecar (subject to the **Data Breach Team** Coverage Conditions set forth in this endorsement). In no event shall both the **Data Breach Expenses**, as originally defined in the **Policy**, and the **Data Breach Expenses** provided under the Data Breach Fund Sidecar be applied to the same **Claim**.
    9. In the event the Aggregate limit as originally set forth in the Declarations under Item 4AB is exhausted, the **Insurer** shall have no further obligation to pay **Data Breach Expenses**, except to the extent that the **Insured** is in full compliance with the terms of this endorsement, in which case the then-remaining Limits of Liability for the Data Breach Fund Sidecar stated in this endorsement shall apply.

- c. Subsection B, Maximum **Policy** Aggregate Limit of Liability, is amended to add the following:
- However, the foregoing shall not apply to **Data Breach Expenses** provided under the Data Breach Fund Sidecar.
5. Section VII, Retention, is amended by adding the following:
- Any amounts paid by the **Insurer** or the **Insured** solely for that portion of **Data Breach Expenses** incurred for **Regulatory Communications**, shall simultaneously erode the applicable Retention set forth in Item 5 of the Declarations for a **Regulatory Proceeding** under Insuring Agreements A or C.
6. Section IX, Defense and Settlement, is amended as follows:
- a. Subsection A3 is amended by deleting the phrase “**Claims Expenses** or **Data Breach Expenses** (as defined in Section II, subsection H3 of this **Policy**)” and inserting the phrase “**Claims Expenses**, or **Data Breach Expenses** (as defined in Section II, subsection H7 of this **Policy**)”.
  - b. Subsection F is amended by deleting the phrase “**Data Breach Expenses** set forth in Section II, subsection H3 of this **Policy**” and inserting the phrase “**Data Breach Expenses** set forth in Section II, subsections H7 of this **Policy**”.
7. The following new Sections are added to the **Policy**:
- **DATA BREACH TEAM COVERAGE CONDITIONS**
    - A. The **Insurer** may, at its sole discretion as evidenced by the **Insurer’s** prior written approval on or before the effective date of this **Policy**, permit the **Insured** to retain alternative service providers to provide services comparable to the services offered by the **Data Breach Team**, provided, however, the maximum rate the **Insurer** will pay for **Data Breach Expenses** shall be no more than the rates outlined in the ACE **Data Breach Team** Panel Guidelines for such services.
    - B. If, during the **Policy Period**, any one of the following occurs:
      - i. any of the **Data Breach Team** service providers is unable to or does not provide the services covered under **Data Breach Expenses**; or
      - ii. there is a change of law or regulation that prevents service providers selected exclusively from the **Data Breach Team** from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the **Insured**;

the **Insurer** may, at its sole discretion as evidenced by the **Insurer’s** prior written approval, permit the **Insured** to retain alternative service providers to provide services comparable to the services offered by the **Data Breach Team**; provided, however, the maximum rate the **Insurer** will pay for **Data Breach Expenses** shall be no more than the rates outlined in the ACE **Data Breach Team** Panel Guidelines for such services.
    - C. The **Insurer** may, in its sole and good faith discretion, require the use of the **Data Breach Coach** by the **Insured** with respect to any **Claim** or potential **Claim**.
  - **DATA BREACH TEAM COVERAGE DISCLAIMERS**

The **Insured** is under no obligation to contract for services with **Data Breach Team** service providers, in which case, except as stated below, the above-referenced **Policy** terms, as amended by this endorsement, shall not apply.

The **Insurer** shall not be a party to any agreement entered into between any **Data Breach Team** service provider and the **Insured**. It is understood that **Data Breach Team** service providers are independent contractors, and are not agents of the **Insurer**. The **Insured** agrees that the **Insurer** assumes no liability arising out of any services rendered by a **Data Breach Team** service provider. The **Insurer** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Data Breach Team** service provider and the **Insured**. Any rights and obligations with respect to such agreement, including but limited to billings, fees and services rendered, are solely for the benefit of, and borne solely by such **Data Breach Team** service provider and the **Insured**, and not the **Insurer**.

The **Insurer** has no obligation to provide any of the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services provided by the **Data Breach Team**.

The **Insured's** failure to comply with any one or more of the preceding requirements will preclude coverage under this **Data Breach Team** endorsement, and the **Policy** will retain its original terms and conditions as if this **Data Breach Team** endorsement had not been attached to this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**False Claims Act Exclusion**

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative



## U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to the following web site:

<http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx>

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Authorized Representative



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11009**

**County Administrator's Report 10. 33.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Combined General Liability – Professional Criminal Justice Service (CJS) Operations, and Professional Liability (Medical Malpractice) for the Jail

**From:** Robert Dye, Division Manager

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning General Liability and Professional (Medical Malpractice) Insurance for the Jail - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to USI Insurance Services, LLC, the County's General Lines Insurance Agent, for the combined General Liability – Professional Criminal Justice Service Operations Insurance Policy written through All Risks, Ltd (Wholesale broker) and issued by Brit Global Specialty USA, effective October 1, 2016, through September 30, 2017, in the amount of \$497,604, with a \$100,000 deductible; and

B. Approve the payment to USI Insurance Services, LLC, the County's General Lines Insurance Agent, for the Professional Liability (Medical Malpractice) Insurance Policy written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by Certain Underwriters at Lloyd's, effective October 1, 2016, through September 30, 2017, in the amount of \$67,454, with a \$7,500 deductible and defense outside of limits.

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

**BACKGROUND:**

Operation of the Escambia County jail under the Board of County Commissioners makes it necessary for the Board to purchase the above mentioned insurance policies.

The General Liability premium increased \$93,972 due to the loss exposure related to inmate deaths and injuries and a 7.5% increase in the average inmate population.

The Medical Malpractice premium increased by \$11,285 as a result of loss exposure due to open claims related to inmate injuries and deaths and a 7.5% increase in the average inmate population.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Risk Management will be the Contract Administrator.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

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**Attachments**

General Liability

Medical Malpractice

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Jonathan Hodges  
Meridian Park II - 275 Scientific Dr Ste  
1500  
Norcross, GA 30092  
Phone: 704-541-7628 Ext. 4247  
JHODGES@allrisks.com

**Insurance Proposal**  
**BOARD OF COUNTY COM ESCAMBIA COUNTY**

August 19, 2016  
USI Insurance Services Attn: Eric Turner  
1000 Urban Center Drive, Birmingham, AL 35242

**Applicant:** BOARD OF COUNTY COM ESCAMBIA COUNTY  
221 PALAFOX PLACE  
PENSACOLA, FL 32502  
**Submission/App#:** APP29173114      **Renewal of Policy** N/A  
**State Of Location:** FL  
**Issuing Company:** Certain Underwriters at Lloyds, London  
**Coverage:** Liability  
**Policy Period:** 10/1/2016 12:01 AM To 10/1/2017 12:01 AM

We are pleased to submit our proposal for the above captioned insured.

**Please read the attached quote carefully as coverage offered may be more limited than coverage requested.**

**Note :**

Minimum earned premium may apply to this policy. See attached carrier quote for specifics. Please note that all fees are fully earned at inception.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier quote for details regarding possible return premiums and additional premium charges.

I look forward to hearing from you and please call if you have any questions.

Thank you for your business.

All Risks, LTD.  
Jonathan Hodges (Broker)  
JHODGES@allrisks.com  
704-541-7628 Ext. 4247

Kadi Swope  
kswope@allrisks.com  
770-795-3588 Ext. 6242



Jonathan Hodges  
Meridian Park II - 275 Scientific Dr Ste  
1500  
Norcross, GA 30092  
Phone: 704-541-7628 Ext. 4247  
JHODGES@allrisks.com

## Insurance Proposal

### Premium Summary

General Liability Premium	\$492,569.00
Taxes and Fees	
Carrier Inspection Fee	\$5,000.00
Carrier Fee	\$35.00
<b>Total Policy Taxes and Fees</b>	<b>\$5,035.00</b>
<b>Grand Total</b>	<b>\$497,604.00</b>

Agent Commission: 0.0%

## Diligent Effort/Surplus Lines Disclosure Matrix

*Requirements if coverage is exported*

Most commercial coverages*	Signed surplus lines disclosure form
All others including but not limited to residential, residential multiperil, and commercial residential	Diligent effort form and compliance with F. S. 626.916**

### \*Commercial Coverages Subject to Disclosure Form:

- Commercial excess or umbrella insurance
- Surety and fidelity insurance
- Boiler and machinery insurance and leakage and fire extinguishing equipment insurance
- Errors and omissions insurance ("E&O")/professional liability (does not include medical malpractice)
- Directors' and officers', employment practices, fiduciary liability and management liability insurance
- Intellectual property and patent infringement liability insurance
- Advertising injury and Internet liability insurance
- Property risks rated under a highly protected risks rating plan
- General liability (includes commercial liability policies designed to cover the legal liability for death, injury or disability of any human being, or for damage to property, irrespective of legal liability of the insured)
- Nonresidential property (except for collateral protection insurance as defined in §624.6085)
- Nonresidential multiperil (package policies)
- Excess property (nonresidential)
- Burglary and theft
- Other types of commercial lines, categories or kinds of insurance or types of commercial lines risks determined by OIR

### +Effective July 1, 2013, the following lines will be added:

- Medical malpractice for a facility that is not a hospital licensed under chapter 395, a nursing home licensed under part II of chapter 400, or an assisted living facility licensed under part I of chapter 429.
- Medical malpractice for a health care practitioner who is not a dentist licensed under chapter 466, a physician licensed under chapter 458, an osteopathic physician licensed under chapter 459, a chiropractic physician licensed under chapter 460, a podiatric physician licensed under chapter 461, a pharmacist licensed under chapter 465, or a pharmacy technician registered under chapter 465

### \*\* F.S. 626.916 eligibility for export requirements include:

(a) The required diligent effort form (three declinations from authorized insurers currently writing the type of coverage to be exported) to be completed by the retail agent; (b) The premium rate at which the coverage is exported shall not be lower than that of authorized insurers writing the same coverage on a similar risk; (c) The policy or contract form under which the insurance is exported shall not be more favorable to the insured than similar forms of authorized insurers actually writing similar coverages; (d) The policy or contract under which the insurance is exported shall not provide for deductible amounts other than those available under similar policies or contracts in use by one or more authorized insurers.

**STATEMENT OF DILIGENT EFFORT**

Producing Agent \_\_\_\_\_ License Number \_\_\_\_\_

Name of Agency \_\_\_\_\_

Has sought to obtain:

Type of Coverage \_\_\_\_\_ for

Named Insured \_\_\_\_\_ from the following authorized insurers currently writing this type of coverage:

(1) Authorized Insurer \_\_\_\_\_ Person Contacted \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Contact \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows:

(2) Authorized Insurer \_\_\_\_\_ Person Contacted \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Contact \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows:

(3) Authorized Insurer \_\_\_\_\_ Person Contacted \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Contact \_\_\_\_\_

The reason(s) for declination by the insurer was (were) as follows:

Signature of Producing Agent \_\_\_\_\_

Printed or Typed Name of Producing Agent \_\_\_\_\_

Document Verified by Surplus Lines Agent: Yes \_\_\_ No \_\_\_ Date Verified: \_\_\_\_\_



## **SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT**

At my direction, \_\_\_\_\_ has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

---

Named Insured

By:

---

Signature of Named Insured

Date

---

Printed Name and Title of Person Signing

---

Name of Excess and Surplus Lines Carrier

---

Type of Insurance

---

Effective Date of Coverage

---

Issue Date: 10/27/11

Brit Global Specialty USA  
 9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations

Binder #:

Policy #:



COMBINED GL/PROFESSIONAL -  
 CRIMINAL JUSTICE SERVICE OPERATIONS

QUOTE

Renewal Of: CJ10024015

Broker: All Risks, Ltd ( Georgia)

Attention: Jonathan Hodges

Insured: Board of County Commissioners Escambia County (Jail Operations Only)

Mailing Add: 221 Palafox Place, Suite 200 City Pensacola State FL Zip 32502

Facility Add: See Schedule

Operations: See Schedule

Policy From: 1-Oct-2016 To: 1-Oct-2017

**Policy Aggregate Limit** \$ 10,000,000

**Criminal Justice Liability Limits by Coverage Part:**

Coverage A – BI/PD Limit \$ 5,000,000  
 Products / Completed Operations Aggregate \$ 5,000,000  
 Damage to Premises Rented to You Sub-limit \$ 100,000  
 Coverage B – Personal & Advertising Injury Limit \$ 5,000,000  
 Coverage C – Medical Expense Limit – Any One Person \$ 1,000  
 Professional Liability Limits \$ 5,000,000

**Sexual Misconduct Endorsement**

\$ 1,000,000 Each Occurrence Sub-limit  
 \$ 1,000,000 Aggregate Sub-limit  
 \$ 100,000 Deductible  
 Occurrence  Claims Made  
 Retro Date: 1-Oct-2013

Deductible: \$ 100,000 Including Loss Adjustment Expense (LAE) Defense Costs Are In Addition To Policy Limits

Per occurrence if coverage is on an occurrence basis.

Per claim if coverage is on a claims made basis

**OPTIONAL COVERAGE PARTS:**

**Limited Health Care Services Endorsement**

Claims Made Retro Date:     N/A      
Not Covered Each Occurrence Sub-limit  
Not Covered Aggregate Sub-limit  
Not Covered Deductible - Per Claim

\*\*\*\* EXCLUDES Punitive Damages

**Employment Related Practices Liability Cov. Part**

Claims Made Retro Date:     N/A      
Not Covered Occurrence Sub-limit  
Not Covered Aggregate Sub-limit  
Not Covered Deductible Per Claim

\*\*\*\* EXCLUDES Punitive Damages  
**Defense Costs Are Inside The Policy Limits**

**Employee Benefits Liability Coverage Part**

Claims Made Retro Date:     N/A      
Not Covered Occurrence Sub-limit  
Not Covered Aggregate Sub-limit  
Not Covered Deductible Per Claim

**Stop Gap – Employers Liability Coverage Part**

Occurrence  
Not Covered BI By Accident – Each Accident  
Not Covered BI By Disease – Aggregate Limit  
Not Covered BI Disease – Each Employee

Brit Global Specialty USA  
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

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Criminal Justice Service Operations

**SPECIAL TERMS AND CONDITIONS/EXCLUSIONS:**

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Includes: Civil Rights Violations, Professional Liability Policy has no exclusion for Punitive Damages, Assault & Battery; Incidental Medical Malpractice for employed Nurses, Counselors or Psychologists on an Occurrence Form.

Excludes: AIDS/HIV, Asbestos, Lead, Nuclear Energy, Terrorism, Any type or form of Fungus, including clean-up and associated costs or expenses. A Designated Premise and/or Operations Endorsement will be on the policy.

Policy Premium: \$	492,569	Minimum & Deposit
Inspection Fee: \$	5,000	Fully Earned
Policy Fee: \$	35	Fully Earned
Surplus Line Tax:		Broker's Responsibility
Stamping Fee:		Broker's Responsibility
Total Premium & Fee: \$	<u>\$497,604.00</u>	

Insurance Company: Brit Global Specialty USA on behalf of certain Underwriters at Lloyd's (Brit Syndicate 2987) BEST'S RATING: A Superior

- A signed BRIT GLOBAL SPECIALTY application within 10 days of binding.
- Signed Terrorism Rejection form must accompany request to bind.
- A 25% Minimum Earned Premium Endorsement.
- A Service of Suit Endorsement
- Subject to working with our independent consultant for loss control.
- Incidents involving suicide and or attempted suicide will be sublimited to \$500,000 and have a \$250,000 deductible
- Warrant Separate Medical Malpractice coverage be carried by the jail with limits not less than \$1m Occ and \$3m Agg.
- The Medical Malpractice Policy must be primary and non-contributory to any other insurance.
- 

Brit Global Specialty USA Underwriter:

Michael L. Davis, CIC

**NOTICE:** This document is a(n): **QUOTE**

**If this document is a Quote:** Acceptance by the Insured's Representative (Broker) on behalf of the Insured confirms that the broker has fully explained the terms, conditions and form to the Insured. The terms and conditions of this quote may not be as broad as first requested by the Broker and the explanations herein are incomplete and are intended to be only an outline of the terms and conditions of the policy. There are NO FLAT CANCELLATIONS after binding. All risks are subject to inspection. Broker must notify us of any premium financing. Quotes are valid for 30 days. If Underwriters receive any new information after this document is issued that reflects any material change in the underwriting exposure, we may at our option withdraw or modify the quotation at any time prior to Underwriters' acceptance of the binder. In the event of a material change, Underwriters may at their sole discretion, modify and/or withdraw this quotation even if the quotation has already been accepted by the insured.

**If this document is a Binder:** This binder is a temporary contract of insurance pending issuance of a policy. It is subject to all of the terms and conditions of the policy intended to replace this contract. Upon issuance of the replacing policy, this binder shall be null and void from inception.

**If this document is an Indication:** This is an indication only. Coverage may not be bound until approved by a Brit Global Specialty USA Underwriter.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

PLEASE ALSO BE AWARE THAT YOUR POLICY DOES NOT PROVIDE COVERAGE FOR ACTS OF TERRORISM THAT ARE NOT CERTIFIED BY THE SECRETARY OF THE TREASURY.

**Acceptance or Rejection of Terrorism Insurance Coverage**

You must accept or reject this insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, before the effective date of this policy. Your coverage cannot be bound unless our representative has received this form signed by you on behalf of all insureds with all premiums due.

**Coverage acceptance.**

I hereby elect to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act for a prospective annual premium of           \$24,628          . I understand that I will not have coverage for losses resulting from any non-certified acts of terrorism.

OR

**Coverage rejection.**

I hereby decline to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act. I understand that I will not have coverage for any losses arising from certified or non-certified acts of terrorism.

<p style="text-align: center;"><b>Policyholder/Applicant's Signature</b> Must be person authorized to sign for all insureds.</p>	<p style="text-align: center;">Certain Underwriters at Lloyd's (Brit Syndicate 2987) Insurance Company</p>
<p style="text-align: center;">Print Name</p>	<p style="text-align: center;">0 Policy Number</p>
<p style="text-align: center;"><u>Board of County Commissioners Escambia County (Jail Operations Only)</u> Named Insured</p>	<p style="text-align: center;">Submission Number</p>
<p style="text-align: center;">Date</p>	<p style="text-align: center;">Producer Number All Risks, Ltd ( Georgia) Producer Name</p>
	<p style="text-align: center;">Street Address</p>
	<p style="text-align: center;">City, State, Zip</p>

**The producer shown above is the wholesale insurance broker your local insurance agent used to place your insurance coverage with us. Please discuss this Disclosure with your agent before signing.**



**SURPLUS LINES PRODUCERS ACKNOWLEDGMENT**

Brit Global Specialty USA  
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Michael L. Davis, CIC

E-Mail: [susan.thomson@britinsurance.com](mailto:susan.thomson@britinsurance.com)

RE: Board of County Commissioners Escambia County (Jail Operations Only)  
POLICY NO.: 0  
Return To: Brit Global Specialty USA  
ATTN: June Smith  
Date: 08/02/2016

This policy is being written on a surplus lines (or non-admitted) basis. It is YOUR responsibility to arrange for the filing and payment of all applicable surplus lines taxes and fees. In addition, the submitting producer must make sure that the issuance of the policy complies with all countersignature and disclosure requirements as applicable.

Please return a copy of this document acknowledging that all surplus lines filings will be completed in full compliance with all applicable state surplus lines laws, regulations, and procedures.

**PLEASE PRINT OR TYPE**

Name of Individual or Office holding Surplus Lines License: \_\_\_\_\_

Address of Individual or Office: \_\_\_\_\_

Surplus Lines License Number used in actual filing: \_\_\_\_\_

State of Filing: \_\_\_\_\_

I ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT AND FILING OF ALL APPLICABLE STATE TAXES AND FEES ON THE CAPTIONED POLICY. I CERTIFY THAT ALL SURPLUS LINES FILINGS WILL BE COMPLETED IN FULL COMPLIANCE WITH ALL APPLICABLE STATE LAWS, REGULATIONS, AND PROCEDURES, INCLUDING BUT NOT LIMITED TO, AFFIXING ALL REQUIRED BROKER AND BROKER LICENSING INFORMATION ON ALL RELEVANT DOCUMENTS.

Confirmation Signature of Individual Broker: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE RETURN TO: Brit Global Specialty USA, (at address above) in original, by fax or email scanned copy to: [June.Smith@britinsurance.com](mailto:June.Smith@britinsurance.com)

## ATTENTION AGENTS & BROKERS

It is our underwriting requirement  
that we have a signed application  
in file.

Please take a couple of minutes NOW and  
forward the signed application. If we are  
successful and secure an order to bind  
coverage, we will have the SIGNED  
APPLICATION on file and much time and  
energy will be saved for all.

Brit Global Specialty USA  
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations

08/02/2016

Board of County Commissioners Escambia County (Jail Operations Only)

## SCHEDULE OF LOCATIONS

Loc #	Address	Occupancy
1	2935 N L Street, Pensacola, FL,	Jail
2	1211 W Fairfield Drive, Pensacola, FL, 32501	Work Release
3	601 Highway 297A, Cantonment, FL, 32533	Road Prison
4	(Santa Rosa County Jail) 5850 Milton Rd , Milton, FL, 32583	Jail
5	(Walton County Jail) 796 Triple G Road, DeFuniak Springs, FL, 32433	Jail
...		0



THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

## PRO-PRAXIS INSURANCE

32 Old Slip, 5th Floor, New York, NY 10005  
www.propraxisins.com

### QUOTE LETTER

**Date:** September 9, 2016  
**Quote Number:** AHQ-111-6288  
**Covered Operations:** Correctional Health

**Broker:** Clint Khemkhajon  
AB RISK  
931 Tullis Road  
Lawrenceville, GA 30043

**Named Insured:** Escambia County Board of County Commissioners  
**Address:** 1700 W Leonard Street, Pensacola, FL 32501

**Policy Period:** 10/1/2016 to 10/1/2017

**Issuing Company:** Underwritten by Certain Underwriters at Lloyd's (non-admitted)  
**Coverage:** Health Care Organization Claims-Made Professional and General Liability

#### Limits of Insurance:

COVERAGE	LIMIT OF LIABILITY		DEDUCTIBLE		RETRO DATE
<b>Professional Liability:</b>	\$1,000,000	Per Claim	\$7,500	Per Claim	8/1/2009
	\$3,000,000	Aggregate	Not Applicable	Aggregate	
<b>General Liability:</b>	Not Applicable	Per Occurrence	Not Applicable	Per Occurrence	Not Applicable
	Not Applicable	Aggregate	Not Applicable	Aggregate	
<b>Employee Benefits:</b>	Not Applicable	Per EBL Event	Not Applicable	Per Claim	Not Applicable
	Not Applicable	EBL Aggregate			
<b>Sexual Misconduct:</b>	\$250,000	Aggregate	Same as PL		8/1/2009
<b>Hired &amp; Non-Owned:</b>	Not Applicable	Aggregate	Not Applicable		Not Applicable

**Policy Aggregate:** \$3,000,000

**Forms:** AH 1111 001 (7.2015) - Declarations Page - CW  
AH 1111 002 (5.2014) - Policy  
AH 1111 010 (5.2014) - Delete Insuring Agreement B  
AH 1111 011 (5.2014) - Delete Insuring Agreement C  
AH 1111 012 (5.2014) - Limitation of Surgical Services  
AH 1111 031 (5.2014) - NMA Mandatory Endorsements  
AH 1111 035 (5.2014) - Sexual Misconduct Amendment  
Manuscript 1 - Manuscript Endorsement 1  
AH 1111 049 (7 2015) - Statement of Security  
Manuscript 1 above = Civil Rights Language

**Policy Premium:** \$67,454 excluding any applicable taxes

Quote Letter- Escambia County Board of County Commissioners

25.00% Minimum Earned

State	FL
Premium	\$67,454.00
Broker Fee	\$0.00
Carrier Fee	\$0.00
Surplus Lines Tax	\$0.00
Stamping Fee	\$0.00
Total Premium, Taxes & Fees	\$67,454.00

**Broker Commission:** 17.50 %

**Policy Issuance Fee:** Not Applicable excluding any commissions

**Risk Management Fee:** Not Applicable excluding any commissions

**Subjectivities:** This quote is subject to receipt, review and acceptance of the following subjectivities within the specified timeframes. It is the responsibility of the producer to provide this information to Pro-Praxis for its review and acceptance. If these subjectivities are not received within the specified timeframes, we reserve the right to amend the terms of this proposal:

- 2016 Completed & Signed Application
- Confirmation that each prisoner has a physical exam at the time of entry

**Additional Terms and Conditions of this Proposal:**

- Premium is payable in 15 days of the effective date
- This quote is valid until the effective date
- Surplus Lines affidavit is due in 30 days of the effective date
- All taxes, filings, fees and surcharges are the responsibility of the broker

Underwritten by Certain Underwriters at Lloyd’s, broken down as follows:

SYNDICATE	SLIP %
Lloyd's Syndicate # 1729	25.000
Lloyd's Syndicate # 2987	15.001
Lloyd's Syndicate # 1084	12.857
Lloyd's Syndicate # 609	12.857
Lloyd's Syndicate #2001	12.857
Lloyd's Syndicate # 1980	12.857
Lloyd's Syndicate # 1225	6.428
Lloyd's Syndicate # 4444	1.714
Lloyd's Syndicate # 958	0.429

Thank you for this opportunity.

Sincerely,



Quote Letter- Escambia County Board of County Commissioners

Robert Allen

## HEALTH CARE ORGANIZATION PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer**, including the statements made in the **Application**, the **Insurer** and the **Insured**, subject to all of the terms, conditions and limitations of this Policy and any endorsements thereto, agree as follows:

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### I. INSURING AGREEMENTS

#### A. **CLAIMS MADE PROFESSIONAL LIABILITY**

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (a) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (h) of the Declarations, which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging a **Medical Incident**, provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with **Section IV, CONDITIONS, B.** of this Policy.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false or fraudulent.

#### B. **COMMERCIAL GENERAL LIABILITY**

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (c) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (j) of the Declarations, which the **Insured** becomes legally obligated to pay as damages because of **Bodily Injury, Property Damage, or Personal or Advertising Injury** caused by an **Occurrence**; provided always that:

1. The **Bodily Injury, Property Damage or Personal or Advertising Injury** is caused by an **occurrence**;
2. The **Bodily Injury, Property Damage or Personal or Advertising Injury** occurs during the policy period; and
3. Prior to the policy period, no **insured** knew that the **Bodily Injury, Property Damage or Personal or Advertising Injury** had occurred, in whole or in part. If an **Insured** knew, that prior to the policy period, that the **Bodily Injury, Property Damage or Personal or Advertising Injury** occurred, then any continuation, change or resumption of such **Bodily Injury, Property Damage or Personal or Advertising Injury** during or after the policy period will be deemed to have been known prior to the policy period.

**Bodily Injury, Property Damage or Personal or Advertising Injury** will be deemed to have been known to have occurred at the earliest time when an **insured**:

1. Reports all or part of the **Bodily Injury, Property Damage or Personal or Advertising Injury** to us or any other insurer;
2. Receives a written or oral demand or claim for damages because of the **Bodily Injury, Property Damage or Personal or Advertising Injury**; or

3. Becomes aware by any other means that **Bodily Injury, Property Damage or Personal or Advertising Injury** has occurred or has begun to occur.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false, or fraudulent.

C. **CLAIMS MADE EMPLOYEE BENEFITS LIABILITY**

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (e) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (l) of the Declarations which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging injury to **Employees** because of an act, error or omission in the **Insured's Administration** of its **Employee Benefit Program**; provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with Section IV.B. of this Policy.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false, or fraudulent.

## II. **DEFINITIONS**

A. "**Administration**" means:

1. Giving advice or counsel to **Employees** or their beneficiaries concerning their rights or interest with regard to the **Employee Benefit Program**;
2. Determining the eligibility of **Employees** to participate in such **Employee Benefit Program**;
3. Interpreting the provisions of such **Employee Benefit Program**;
4. Effecting enrollment and termination of **Employees** in such **Employee Benefit Program**; or
5. Handling and keeping records pertaining to such **Employee Benefit Program**.

B. "**Advertisement**" means a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters.

**Advertisement** includes:

1. Notice that is broadcast or published includes material placed on the Internet or similar means of electronic communication; and
2. With regard to websites, only that part of a website that is about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters, will be considered an **Advertisement**.

C. "**Application**" means the historical **loss** and underwriting exposure information submitted via the **Insurer's** website, through alternative electronic communication and/or in hard copy. **Application** includes any and all materials and information submitted to or obtained by the **Insurer** in connection with such applications, including all financial statements of the **Insureds** and any press releases or other materials disseminated publicly (including information contained on any Internet websites maintained by or on behalf of any **Insured**), all of which are deemed to be on file with the **Insurer** and are deemed to be attached to, and form part of, this Policy as if physically attached. If the **Application** uses terms or phrases that differ from terms defined in this Policy, no inconsistency between any term or phrase used in the **Application** and any term defined in this Policy will serve to waive or change any of the terms, conditions and limitations of this Policy.

- D. “**Bodily Injury**” means physical injury, sickness or disease sustained by a person other than a **Patient**, including mental anguish, emotional distress or death resulting therefrom.
- E. “**Claim**” means a written demand seeking monetary damages otherwise covered by this Policy. If an **Insured** becomes aware of any acts, errors or omissions which may subsequently give rise to a written demand, then any **Claim** subsequently made against the **Insured** arising out of such acts, errors or omissions shall, subject to Section IV, CONDITIONS B and C, be treated as if it had been first made during the **Policy Period**.
- F. “**Defense Expenses**” means reasonable fees, costs and expenses incurred by or on behalf of the **Insured** in connection with the defense of a **Claim**; however, **Defense Expenses** shall not include:
1. Salaries, remuneration, overhead, fees or benefit expenses of an **Insured**;
  2. Fines, penalties, or taxes levied against an **Insured**;
  3. Fees, costs or expenses incurred without the prior consent of the **Insurer**; or
  4. **Loss**.
- G. “**Employee**” means a person who has been hired by an **Insured** to perform services, and who has an assigned work schedule and appears on the regular payroll of an **Insured**, with applicable federal, state and local taxes withheld. **Employee** does not include an Independent Contractor.
- H. “**Employee Benefit Program**” means any group life insurance, group accident and health insurance, profit sharing plan, pension plan, **Employee** stock subscription plan, workers’ compensation, unemployment insurance, social security and disability benefits insurance, or any other similar plan administered by or on behalf of the **Insured** for the benefit of its **Employees**.
- I. “**Employment Practices**” means any actual or alleged breach of employment contract; failure or refusal to hire, employ or promote a person; demotion or discharge of a person; employment-related defamation or humiliation; discipline or evaluation of an **Employee**; discrimination, harassment, segregation, limitation or classification of persons in any way that tends to deprive any person of employment opportunities or otherwise adversely affect his/her status as an **Employee**, because of his/her race, age, sex, national origin, marital status, physical or mental handicap, pregnancy, religion, sexual orientation or preference, military status or any other status that is protected under any applicable federal, state or local statute or ordinance; retaliation; or employment-related misrepresentation. However, **Employment Practices** will not include any of the foregoing that are alleged to result from **Peer Review**.
- J. “**Good Samaritan Acts**” means acts or services provided by or failed to be provided by an **Insured** in rendering emergency treatment, without remuneration, at the scene of an accident, medical crisis or disaster.
- K. “**Hostile Fire**” means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- L. “**Insured**” means any of the following:
1. The **Named Insured**;
  2. Any **Insured Entity**;
  3. Any **Employee**, but only while acting within the scope of his/her duties as such; and, solely with respect to Insuring Agreement A. and B., **Insured** shall also mean the following:
    - a. Any **Volunteer**, but only while acting within the scope of his/her duties as such;
    - b. Any member of a duly authorized board or committee of the Named Insured, any person communicating information to such board or committee, or any person charged with the duty of acting as a hearing officer or agent of such committee or executing directives of any such board or committee; provided, however that any such person shall only be an **Insured** while acting within the scope of his/her duties as such;
    - c. Any of the **Insured**’s medical directors, students, administrators, department heads or chiefs of staff, who are not **Employees**, while acting within the scope of their duties a such; provided, however, that

such person shall not be an Insured for Claims arising out of direct **patient** care rendered or allegedly failed to be rendered by him/her; or

- d. Any member or partner of a joint venture or partnership specifically designated as such in Schedule B, but only with respect to such member or partner's liability arising out of such designated joint venture or partnership;

And solely with regard to Insuring Agreement A., CLAIMS MADE PROFESSIONAL LIABILITY, **Insured** shall also mean, in the event of the death, incapacity, or bankruptcy of an **Insured**, the estates, heirs, legal representatives and/or assigns of such **Insured**.

However, no intern, extern, resident, or dental, osteopathic or medical doctor is an **Insured** for any **Medical Incident** unless he or she is specifically named via endorsement in Schedule B.

M. "**Insured Entity**" means the organization(s) listed in Schedule B.

N. "**Insured's Products**" means:

1. Goods or products manufactured, sold, handled or distributed by:
  - a. The **Insured**;
  - b. Others trading under the name of the **Insured**; or
  - c. A person or organization whose assets the **Insured** has acquired in accordance with Condition J.; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

O. "**Insurer**" means the Company identified in the Declarations.

P. "**Loss**" means any monetary amount paid on account of an award, judgment or settlement, which can include punitive or exemplary damages except in those jurisdictions which prohibit insurance coverage for such punitive or exemplary damages. **Loss** shall mean those amounts in excess of the applicable Deductible, which an **Insured** is legally obligated to pay as a result of a **Claim**. However, **Loss** shall not include:

1. Salaries, remuneration, overhead fees or benefit expenses of an **Insured**;
2. Fines, penalties, sanctions or taxes levied against an **Insured**;
3. Non-monetary relief or redress in any form other than monetary compensation or damages, including, but not limited to, injunctive, declaratory and administrative relief;
4. The return, restitution, refund or disgorgement of fees, profits or amounts allegedly wrongfully held and/or retained by an **Insured**;
5. Matters which are uninsurable under applicable law;
6. The payment, satisfaction or writing off of any medical bills or charges by an **Insured**; or
7. **Defense Expenses**.

Q. "**Medical Incident**" means:

1. An actual or alleged act, error or omission in an **Insured's** rendering of or failure to render **Medical Professional Services**;
2. An actual or alleged act, error or omission in connection with an **Insured's** activities as a member of a duly authorized board or committee of the **Insured**, or as a member of any committee of the **Insured**, or as a member of any committee of the medical or professional staff of the **Insured** when engaged in **Peer Review** or **Utilization Review**;

3. An actual or alleged act, error or omission in connection with an **Insured's** activities as a member of an accreditation, standards review or similar board or committee;
  4. Any actual or alleged act, error or omission in connection with an **Insured's** performance of quality assurance activities;
  5. Any actual or alleged act, error or omission in connection with **Good Samaritan Acts**. Or
  6. **Bodily Injury** to a **Patient**, unless the **Bodily Injury** arises out of
    - a. fire, smoke, heat or fumes from a hostile fire;
    - b. lightning, windstorm, hail, earthquake or flood;
    - c. vandalism, riot, strike or civil commotion;
    - d. aircraft or vehicles;
    - e. explosion, elevator malfunction, maintenance of a building or structural collapse of a building; and
    - f. smoke, fumes, vapor, or soot from equipment used to heat the building.
- R. "**Medical Professional Services**" means services performed by an **Insured** in the treatment or care of any person, including: medical, dental, nursing, psychiatric, osteopathic, chiropractic, counseling or social services or other professional care or services; the furnishing or dispensing of medications, drugs, blood, blood products, or medical or surgical supplies, equipment or appliances; the furnishing of food or beverages in connection with such treatment or care; and the handling of or performance of post-mortem examinations on human bodies.
- S. "**Named Insured**" means the entity identified in Item 1 of the Declarations.
- T. "**Occurrence**" means:
1. With respect to **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in injury neither expected nor intended by the Insured;
  2. With respect to **Personal or Advertising Injury**, a covered offense as set forth in Definition W.
- U. "**Patients**" means any persons or human bodies admitted, registered, or whose admission or registration is precluded by an emergent situation, to receive **Medical Professional Services** from an **Insured**.
- V. "**Peer Review**" means the process of evaluating any individual or entity for purposes of selecting, employing, contracting with or credentialing current or prospective providers of **Medical Professional Services**; provided, however, that such evaluation must be performed by members of a duly authorized professional review board or committee of the **Insured**.
- W. "**Personal or Advertising Injury**" means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution; or
  3. The wrongful eviction from, wrongful entry into or invasion of the right of private occupation of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, product or services;
  5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  6. The **Insured's** use of another's advertising idea in its **Advertisement**;
  7. The **Insured's** use of another's copyright, trade dress or slogan in its **Advertisement**; or
  8. The **Insured's** infringement upon another's copyright, trade dress or slogan in its **Advertisement**.
- X. "**Policy Period**" means the period from the Inception Date stated in Item 2 of the Declarations to the earlier of the Expiration Date stated in Item 2 of the Declarations or the cancellation date.

- Y. **“Pollutant”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Z. **“Property Damage”** means:
1. Physical injury to or destruction of tangible property, including all loss of use thereof as a result of such physical injury or destruction; or
  2. Loss of use of tangible property that is not physically injured.
- AA. **“Related Claims”** means all **Claims** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way.
- BB. **“Retroactive Date”** means the date set forth in Item 4. (m), (n), (o) of the Declarations Page;
- CC. **“Subsidiary”** means any entity during any time in which the **Named Insured** owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of such entity’s directors or members of the board of managers.
- DD. **“Utilization Review”** means the process of evaluating the appropriateness or necessity of **Medical Professional Services** provided or to be provided by an **Insured**. **Utilization Review** includes prospective, concurrent and retrospective review of such **Medical Professional Services**; however, **Utilization Review** does not include services or activities performed in administering benefits or managing health care plans for others.
- EE. **“Volunteer”** means a person providing services and/or labor to the **Insured**, without being paid by the **Insured** for providing such services and/or labor and under the supervision or direction of the **Insured**. **Volunteer** shall not include any **Employee** or independent contractor.

### III. EXCLUSIONS

- A. **Exclusions Applicable To Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY**  
As respects Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY, this policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
1. **Bodily Injury, Property Damage, or Personal or Advertising Injury**, unless such **Claim** is from a **Patient**;
  2. Any actual or alleged Wrongful Act by any of the **Insured’s** Directors or Officers in the discharge of their duties as such. For purposes of this Exclusion A.2, “Wrongful Act” shall mean any actual or alleged misstatement, misleading statement, act, error or omission;
  3. The rendering of or failure to render **Medical Professional Services** by any person other than an **Insured**; However, this Exclusion shall not apply to the **Insured’s** vicarious liability with regard to such **Medical Professional services**;
  4. Any **Medical Incident** arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, auto, watercraft, motor vehicle or semi-trailer, or the loading or unloading thereof; provided, however, that this exclusion A.4 will not apply to any **Claim** arising out of a **Medical Incident** in connection with the loading or unloading of **Patients**; or
  5. Any **Medical Incident** taking place prior to the **Retroactive Date** stated in Item 4. (m) of the Declarations.
- B. **Exclusions Applicable to Insuring Agreement I.B., GENERAL LIABILITY**  
As respects Insuring Agreement I.B., GENERAL LIABILITY, this policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Injury arising out of a **Medical Incident**. It is further agreed that this Insuring Agreement does not apply to any **Claim** to a **Patient**; provided, however, that this exclusion B.1 shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
  - a. fire, smoke, heat or fumes from a hostile fire;
  - b. lightning, windstorm, hail, earthquake or flood;
  - c. vandalism, riot, strike or civil commotion;
  - d. aircraft or vehicles;
  - e. explosion, elevator malfunction, maintenance of a building or structural collapse of a building; and
  - f. smoke, fumes, vapor, or soot from equipment used to heat the building.
2. **Bodily Injury, Property Damage, or Personal or Advertising Injury** arising out of an **Occurrence** taking place prior to the effective date as stated in Item 2 of the Declarations;
3. **Bodily Injury, Property Damage, or Personal or Advertising Injury** expected or intended from the standpoint of the Insured; provided, however, that this exclusion shall not apply to **Bodily Injury** resulting from the use of reasonable force to protect any person or property from injury or damage;
4. **Personal or Advertising Injury** arising out of the written or oral publication of material:
  - a. If done by or at the direction of an **Insured** with knowledge of its falsity; or
  - b. Which was first published prior to the **Retroactive Date** stated in Item 4. (n) of the Declarations. For purposes of this subsection, if such material was first published prior to the effective date as stated in Item 2 of the Declarations, it shall be immaterial whether such material as re-published or allegedly caused injury during the **Policy Period**;
5. **Bodily Injury or Property Damage** arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, auto, watercraft, motor vehicle or semi-trailer, or the loading or unloading thereof;
6. **Property Damage** to:
  - a. Any property the **Insured** owns or rents;
  - b. Any premises sold, given away, or abandoned by the **Named Insured**;
  - c. Any property loaned to the **Insured**;
  - d. Any personal property in the care, custody or control of the **Insured**; or
  - e. The **Insured's Products**, arising out of such products or any part thereof;
7. **Property Damage** to property that has not been physically injured, arising out of:
  - a. A delay or failure by or on behalf of the Insured in performing any contract or agreement; or
  - b. The failure of the **Insured's Products** to meet the level of performance, quality, fitness or durability promised or warranted by the Insured; provided, however, that this exclusion shall not apply to loss of use of other tangible property resulting from the sudden or accidental physical damage to or destruction of the **Insured's Products** or work performed by or on behalf of the **Insured** after such products or work have been put to use by any person or organization other than the **Insured**.
8. **Bodily Injury** to an **Employee** arising out of such person's conduct in their capacity as such, or the spouse, child, parent, brother or sister of such **Employee**;
9. Any actual or alleged infringement of right of patent, trademark, service mark, trade name, copyright, title or slogan; or

10. Injury or damage arising in whole or in part, directly or indirectly, out of fungi, including mold or mildew, any mycotoxins, toxins, allergens, spores, scents, vapors, gases or by-products released by fungi, regardless of whether such fungi is:
  - a. Airborne;
  - b. Contained in a product; or
  - c. Contained in or a part of any building, structure, building material, or any component part of any of the foregoing;

**C. Exclusions Applicable to Insuring Agreement I.C., CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY**

As respects Insuring Agreement I.C., CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY, this policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. **Bodily Injury, Property Damage, or Personal or Advertising Injury;**
2. **A Medical Incident, or injury to a Patient;**
3. Failure of performance by any insurer, including, but not limited to, the failure of such insurer to pay or provide benefits allegedly due under any contract relating to the **Insured's Employee Benefit Program;**
4. The insufficiency of funds to meet any obligations of the **Insured's Employee Benefit Program;**
5. Any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (ERISA), or any similar federal, state or local law or regulation
6. Failure of stock or any compensation, investment or savings program to produce the financial gain represented; or
7. Any act, error or omission in the **Insured's Administration** of its **Employee Benefit Program** taking place prior to the **Retroactive Date** stated in Item 4. (o) of the Declarations.

**D. Exclusions Applicable to All Insuring Agreements**

As respects Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY, Insuring Agreement I.B., GENERAL LIABILITY, and Insuring Agreement I.C., CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY, this Policy shall not apply to any **Claim** based on, arising out of directly or indirectly resulting from, in consequence of, or in any way involving:

1. Any willful misconduct or dishonest, fraudulent, or malicious act, error or omission by any **Insured**; any willful violation by any **Insured** of any law, statute, ordinance, rule or regulation; any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled; or any alleged criminal conduct by an **Insured**. For purposes of this Exclusion D.I., no act, error, omission of any **Insured** shall be imputed to any other **Insured**;
2. Any acts, errors, omissions, **Medical Incidents Occurrences**, facts, matters, events, suits or demands notified or reported to, or in accordance with, any policy of insurance or policy or program of self-insurance in effect prior to the Inception date of this Policy;
3. Any acts, errors, omissions of **Occurrences** taking place prior to the earlier of:
  - a. The Inception date; or
  - b. The Inception date of the first policy issued by the **Insurer** to the **Insured**, of which this Policy is a renewal; or
  - c. If any **Insured** on or before such date knew or reasonably could have foreseen that such act, error, omission or **Occurrence** might result in a **Claim**;
4. Any actual or alleged sexual misconduct or sexual abuse;

5. Any actual or alleged price fixing; restraint of trade; monopolization; unfair trade practices; or violation of any federal statute involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or of any rules or regulations promulgated under or in connection with any of the foregoing statutes, or of any similar provision of any federal state or local statute, rule or regulation or common law.
6. Any actual or alleged liability of an **Insured** under any express contract or agreement, unless such a liability would have attached in the absence of such contract or agreement. For purposes of this Exclusion D.6, an “express contract or agreement” is an actual agreement by contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making;
7. Any actual or alleged liability of an **Insured** under any workers compensation, unemployment compensation, disability benefits or similar law or regulation;
8. Injury or damage arising in whole or in part, directly or indirectly, out of hazardous materials, including any actual, alleged or threatened discharge, dispersal, release or escape of:
  - a. asbestos or silica; or
  - b. **Pollutants**;

However, Exclusion D.8.b. shall not apply to **Bodily Injury** or **Property Damage** to a **Patient**, visitor or invitee, arising out of heat, smoke or fumes from a **Hostile Fire**. Exclusion D.8.c. shall not apply to **claims** arising out of a **Medical Incident**.

9. Any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities, (whether or not war is declared), civil war, rebellion, revolution, civil insurrection, strike, or riot; provided, however, that this Exclusion D.9 shall not apply to “terrorism” as that term is defined in the Terrorism Risk Insurance Act of 2002;
10. **Employment Practices**;
11. Any **Insured’s** failure to maintain licensure status;
12. Any administrative disciplinary, licensing or regulatory Claim asserted by or on behalf of a government entity;
13. Any Claim asserted by or on behalf of an **Insured** against another **Insured**; provided, however, that this Exclusion D.13 will not apply to preclude or limit coverage for an otherwise covered **Claim** based on, arising out of or in any way involving:
  - a. **Peer Review**;
  - b. the **Insured’s Administration** of its **Employee Benefit Program**; or
  - c. a **Medical Incident**.

#### IV. CONDITIONS

##### A. **Limits of Liability**

1. The amount stated in Item 4. (g) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which this Policy provides coverage, regardless of the number of **Claims**, the number of persons or entities included within the definition of **Insured**, or the number of Claimants.
2. The amount stated in Item 4. (b) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which Insuring Agreement I.A provides coverage.
3. The amount stated in Item 4. (d) of the Declarations shall be the maximum aggregate Limit of Liability of the Insurer for all Loss resulting from all Claims for which Insuring Agreement I.B provides coverage.

4. The amount stated in Item 4. (f) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which Insuring Agreement I.C provides coverage.
5. **Defense Expenses** to which this Policy applies are in addition to the **Insurer's** Limit of Liability, and payment of **Defense Expenses** will not reduce the Deductible and/or applicable Limit of Liability.
6. The obligation of the **Insurer** to pay **Loss** will only be in excess of the applicable Deductible set forth in Item 4. (h) thru (l) of the Declarations. The **Insurer** will have no obligation whatsoever, either to the **Insureds** or to any person or entity, to pay all or any portion of such Deductible on behalf of any **Insured**, although the **Insurer** will, at its sole discretion, have the right and option to do so, in which event the **Insureds** agree to repay the **Insurer** any amounts so paid. The Deductible shall be included in, and shall not be in addition to, the applicable Limit of Liability.
7. In the event a **Claim** is first made against the **Insured** during the **Policy Period** that involves more than one (1) Insuring Agreement under this Policy, it is understood and agreed that only one (1) Deductible and one (1) Limit of Liability will apply to such **Claim**, which shall be the highest applicable per **Claim** Limit of Liability set forth in Item 4. (a), (c) or (e) of the Declarations and the Deductible corresponding to such Limit of Liability.
8. All **Insureds** under this Policy share in the applicable Limit of Liability. In no event will the number of **Insureds** involved in a **Claim** increase the Limit of Liability.
9. If a **Claim** involves this Policy and any other policy issued by the **Insurer**, its predecessor, or any of the **Insurer's** affiliated companies or their predecessors, the Limits of Liability which will apply to such **Claim** will be a single Limit of Liability, which shall be the highest applicable per **Claim** limit available under all such policies. In no event will more than one policy issued by the **Insurer** respond to a **Claim**, and the single policy responding to such **Claim** shall be the Policy in force at the time the earliest act, error, omission or **Occurrence** giving rise to such **Claim** took place, consistent with Section IV.D below, "Related Acts Deemed Single Act."

#### B. Reporting of Claims and Circumstances

1. If, during the **Policy Period** or any applicable Extended Reporting Period, any **Claim** is first made against any **Insured**, the **Insured** must, as a condition precedent to any right to coverage under this Policy, give the **Insurer** written notice of such **Claim** as soon as practicable thereafter, and in no event later than:
  - a. With respect to a **Claim** first made during the **Policy Period**, thirty (30) days after the Expiration Date; or
  - b. With respect to a **Claim** first made during an extended reporting Period, thirty (30) days after such **Claim** is first made.Timely and sufficient notice by one **Insured** of a **Claim** or **Related Claims** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim** or **Related Claims**. Such notice shall give full particulars of the **Claim** or **Related Claims**, including, without limitation, a description of the acts, errors or omissions, the identities of the potential claimants and involved **Insureds**, the injury or damages which have resulted and/or may result from such acts, errors or omissions, and the manner in which the **Insured** first became aware of such acts, errors or omissions.
2. If, during the **Policy Period**, an **Insured** first becomes aware of any acts, errors or omissions which may subsequently give rise to a **Claim**, and:
  - a. Gives the **Insurer** written notice of such acts, errors or omissions with full particulars as soon as practicable thereafter, but in any event before the end of the **Policy Period**; and
  - b. Requests coverage under this Policy for any **Claim** subsequently arising from such reported acts, errors or omissions as soon as practicable after such **Claim** is made;

then any **Claim** subsequently made against the **Insured** arising out of such acts, errors or omissions shall, subject to Condition C. below, be treated as if it had been first made during the **Policy Period**. The full particulars required in any notice given under Condition B.2 above must include, without limitation, a description of the acts, errors or omission, the identities of the potential claimants and involved **Insureds**, the injury or damages which have resulted and/or may result from such acts, errors or omissions, the manner in which the **Insured** first became aware of such acts, errors or omissions, and the reasons why the **Insured** believes a **Claim** is likely to be made. The Insured's conduct of internal loss control activities, without more, will not constitute reporting under Condition B.2.

**C. Related Claims Deemed Single Claim; Date Claim Made**

All **Related Claims**, whenever made, shall be deemed to be a single **Claim** and shall be deemed to have been first made on the earliest of the following dates:

1. The date on which the earliest **Claim** within such **Related Claims** was received by an **Insured**; or
2. The date on which written notice was first given to the **Insurer** of an act, error, omission or **Occurrence** which subsequently gave rise to any of the **Related Claims**, regardless of the number and identity of claimants, the number and identity of **Insureds** involved, or the number and timing of the **Related Claims**, and even if the **Related Claims** comprising such single **Claim** were made in more than one **Policy Period**.

**D. Related Acts Deemed Single Act**

1. With regard to Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY, all damages arising from the same or related acts, errors or omissions are considered to arise out of a single **Medical Incident**. With regard to the applicability of the Retroactive Date, all related **Medical Incidents** will be considered one **Medical Incident**, which will be considered first occurring on the date that the first **Medical Incident** comprising the related **Medical Incidents** was first committed.
2. With regard to Insuring Agreement I.B., GENERAL LIABILITY, all damages arising from the same or related accidents, acts, offenses, publications or general conditions are considered to arise out of a single **Occurrence**, regardless of the frequency or repetition thereof, the type of damage at issue, or the number of claimants. Such **Occurrence** will be deemed to have first taken place at the time the first **Occurrence** comprising the related accidents, acts or general conditions first occurred.
3. With regard to Insuring Agreement I.C., CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY, all damages arising from the same or related acts, errors or omissions in the **Insured's Administration** of its **Employee Benefit Program** are considered to arise out of a single act, error or omission. With regard to the applicability of the Retroactive Date, all related wrongful acts will be considered one wrongful act, which will be considered first occurring on the date that the first wrongful act comprising the related acts, errors or omissions was first committed.

**E. Defense and Settlement**

1. The **Insurer** will have the right to make investigations and conduct negotiations and to enter into such settlement of any **Claim** as the **Insurer** deems appropriate.
2. With respect to Insuring Agreement I.A, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (b) of the Declarations, has been exhausted by the payment of **Loss**.
3. With respect to Insuring Agreement I.B, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (d) of the Declarations, has been exhausted by the payment of **Loss**.

4. With respect to Insuring Agreement I.C, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (f) of the Declarations, has been exhausted by the payment of **Loss**.

**F. Assistance and Cooperation**

In the event of a **Claim**, the **Insureds** shall provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests. At the **Insurer's** request, the **Insureds** shall assist in:

1. Investigating, defending and settling **Claims**;
2. Enforcing any right of contribution or indemnity against a third party who may be liable to any **Insured**; and
3. The conduct of actions, suits, appeals or other proceedings, including but not limited to, attending trials, hearings and depositions, securing and giving evidence, and obtaining the attendance of witnesses.

**G. Inspection and Audit**

The **Insurer** will be permitted, but not obligated, to inspect the **Insured's** property and operations at any time, upon reasonable notice. Neither the **Insurer's** right to make inspections nor the making of any such inspections shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property and operations are safe. The **Insurer** may examine and audit the **Insured's** books and records at any time, upon reasonable notice, as far as such books and records relate to the subject matter of this Policy.

**H. Subrogation**

In the event of any payment hereunder, the **Insurer** shall be subrogated to the extent of any payment to all of the rights of recovery of the **Insureds**. **The Insureds** shall execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the **Insurer** effectively to bring suit in the **Insureds'** name.

**I. Other Insurance/Other Indemnification**

1. This Policy shall be excess of and shall not contribute with:
  - a. Any other insurance or plan or program of self-insurance (whether collectible or not), unless such other insurance or self-insurance is specifically stated to be in excess of this Policy; and
  - b. Any contribution or indemnification to which an **Insured** is entitled from any entity other than another **Insured**.  
This Policy shall not be subject to the terms of any other policy of insurance or plan or program of self-insurance.
2. If any other policy or policies issued by the **Insurer** or any of its affiliated companies, or by any predecessors or successors of the **Insurer** or its affiliated companies, shall apply to any **Claim**, then the aggregate limit of liability with respect to all **Loss** covered under this Policy and all covered loss under such other policies shall not exceed the highest applicable limit of liability, subject to its applicable deductible or retention, that shall be available under any one of such policies, including this Policy. This Condition I.2 shall not apply with respect to any other policy which is specifically written as excess insurance over this Policy.

**J. Mergers, Acquisitions, or Newly Created Entities**

If, during the **Policy Period**, any of the following events occurs:

1. **Any Insured Entity** acquires any assets, acquires a **Subsidiary**, or acquires any entity by merger and, at the time of such transaction, the assets so acquired or the assets of the entity so acquired exceed fifteen (15%) of the total assets of the Parent Corporation as reflected in the Parent Corporation's most recent consolidated financial statements; or

2. Any **Insured Entity** assumes any liabilities and, at the time of such assumption, the liabilities so assumed exceed fifteen percent (15%) of the total liabilities of the Parent Corporation as reflected in the Parent Corporation's most recent consolidated financial statements; then, for a period of thirty (30) days after the effective date of such event, the coverage granted by this Policy shall extend to any Claims arising out of covered acts, errors, omissions or **Occurrences** that take place after the effective date of such event and arise out of or relate to the entity, assets or liabilities acquired, assumed or merged with. After the expiration of such thirty (30) day period, there shall be no coverage under this Policy for such **Claims** unless: (a) within such thirty (30) day period, the **Insurer** receives from the **Insured** such information regarding details of the transaction as the **Insurer** requests and; (b) the **Insurer** specifically agrees by written endorsement to this Policy to provide such coverage upon such terms, conditions and limitations, including payment of additional premium, as the **Insurer**, at its sole discretion, may require.

**K. Sales or Dissolution of Insured Entities; Cessation of Business**

1. If, during the **Policy Period**:

- a. The Named Insured is dissolved, sold, acquired by, merged into or consolidated with another entity such that the **Named Insured** is not the surviving entity, or such that any person, entity or affiliated group of persons or entities obtains:
  - i. The right to elect or appoint more than fifty percent (50%) of the **Named Insured's** directors, trustees or member managers, as applicable; or
  - ii. More than fifty percent (50%) of the **Named Insured's** equity or assets; or
- b. The **Named Insured** ceases to do business for any reason; or
- c. A receiver, liquidator, conservator, trustee, rehabilitator or similar administrator is appointed for the **Named Insured**;

then in any such event (any of which events is referred to in this Condition K. as a "Material Event"), coverage under this Policy for all **Insureds** shall continue in full force and effect until the Expiration Date or any earlier cancellation date, but this Policy shall apply only to covered acts, errors or omissions committed or allegedly committed before such Material Event. There will be no coverage under this Policy with respect to any **Claim** against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any covered acts, errors or omissions committed or allegedly committed on or after the date of such Material event.

2. If, during the **Policy Period**, any **Insured Entity** other than the **Named Insured** is involved in a Material Event, coverage under this Policy for covered acts, errors or omissions committed or allegedly committed before such Material Event by such **Insured Entity** shall continue in full force and effect until the Expiration Date or any earlier cancellation date. There will be no coverage under this Policy with respect to any **Claim** against such **Insured Entity** based upon, arising out of, directly or indirectly resulting from, in consequence of or involving any way or involving any otherwise covered acts, errors or commissions of such Material Event. Coverage under this Policy shall continue in full force and effect for all other **Insureds**.

**L. Cancellation or Non-Renewal**

1. The Insurer may cancel this Policy by mailing written notice to the **Named Insured** at the last known address stated in Item 1 of the Declarations stating when, no less than sixty (60) days thereafter or such longer period as may be required by law, such cancellation shall be effective. However, in the event the **Insured** fails to pay

a premium when due, the **Insurer** may cancel this Policy effective upon ten (10) days' written notice, or such longer period as may be required by law, by providing notice to the **Named Insured** in the manner set forth in the preceding sentence.

2. The **Named Insured** may cancel this Policy prospectively only by mailing the **Insurer** written notice stating when thereafter such cancellation shall be effective. In such event, the earned premium shall be computed in accordance with the customary short rate table and procedure.
3. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. If at the time of cancellation any **Claim** to which this Policy may apply has been made against any **Insured**, the Insurer will consider the minimum earned premium to be 100% and the same will be deemed fully earned.
5. The **Insurer** will not be required to renew this Policy upon its expiration.

#### M. **Extended Reporting Periods**

If this Policy is canceled for any reason other than non-payment of premium or is not renewed by the **Insurer**, an extended Reporting Period shall be made available as described in this Condition M.; however, any such Extended Reporting Period shall apply only to **Claims** which arise out of acts, errors, omissions or **Occurrences** taking place before the effective date of such cancellations or non-renewal ("Termination Date.") No Extended Reporting Period shall in any way increase the applicable Limit of Liability as stated in Items 4. (a) thru (f) of the Declarations, and the **Insurer's** maximum aggregate Limit of Liability for all **Loss** from all **Claims** first made during the **Policy Period** or any Extended Reporting Period shall not exceed the Limit of Liability stated in Item 4. (g) of the Declarations. The offer of renewal terms, conditions, limits of liability, retentions or premium different from those in effect prior to renewal shall not constitute cancellation or refusal to renew for purposes of this Condition M. The Extended Reporting Period will apply as follows:

1. The **Insured** shall be entitled to an Automatic Extended Reporting Period of sixty (60) days, beginning as of the Termination Date and requiring no additional premium; provided, however, that such automatic Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such extended Reporting Period.
2. The **Named Insured** may purchase an additional Extended Reporting Period by notifying the **Insurer** in writing of its intention to do so no later than thirty (30) days after the Termination Date. The additional premium for this additional Extended Reporting Period must be paid no later than thirty (30) days after the Termination Date.

If the **Insured** does not elect to purchase an additional Extended Reporting Period as described in condition M.2 above or fails to pay the additional premium therefore within thirty (30) days after the Termination Date, the **Insured** will not have any right to purchase an additional Extended Reporting Period at a later time. Failure to elect to purchase an additional Extended Reporting Period or to pay the additional premium therefore will not affect the application of the automatic Extended Reporting Period described in Condition M.1 above.

#### N. **Representations and Warranties; Incorporation of Application**

The **Insureds** represent and warrant that the particulars and statements contained in the **Application** are true, accurate and complete, and agree that:

1. This Policy is issued and continued in force by the **Insurer** in reliance upon the truth of such representation;
2. Those particulars and statements are the basis of this Policy; and
3. The **Application** and those particulars and statements are incorporated in and form a part of this Policy.

No knowledge or information possessed by any **Insured** shall be imputed to any other **Insured** for purposes of this Condition N., except for material facts or information known to the person or persons who signed the

**Application.** In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy shall be void with respect to any **Insured** who knew of such untruth, misrepresentation or omission, or to whom such knowledge is imputed.

**O. Action Against Insurer**

1. No action shall lie against the **Insurer** unless, as conditions precedent thereto, the **Insureds** have fully complied with all of the terms of this Policy and the amount of the **Insureds'** obligation to pay has been finally determined either by judgment against the **Insureds** after adjudicatory proceedings, or by written agreement of the **Insureds**, the claimant and the **Insurer**.
2. No individual or entity shall have any right under this Policy to join the **Insurer** as a party to any **Claim** to determine the liability of any **Insured**; nor shall the Insurer be impeded by an **Insured** or his, her or its legal representative in connection with any such **Claim**.

**P. Insolvency of Insured**

The **Insurer** shall not be relieved of any of its obligations under this Policy by the bankruptcy or insolvency of any of the **Insureds** or any of their estates.

**Q. Notice**

Notice to any **Insured** shall be sent to **Named Insured** at the address designated in Item 1 of the Declarations. **The Insureds** agree that the **Named Insured** shall act on their behalf with respect to receiving any notices and any return premiums from the **Insurer**.

**R. Changes**

Notice to or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under this Policy. This Policy can be altered, waived or changed only by written endorsement issued to form a part of this Policy.

**S. Assignment**

No assignment of interest under this Policy shall bind the **Insurer** without its written consent issued as an endorsement to form a part of this Policy.

**T. Entire Agreement**

**The Insureds** agree that this Policy, including the **Application**, Declarations and any endorsements, constitutes the entire agreement between them and the **Insurer** or any of the **Insurer's** agents related to this insurance.

**U. Headings**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of this coverage.

**V. Service of Suit**

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder, arising out of this Policy.

**W. Coverage Territory**

The Coverage Territory shall be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a **Claim** or suit for damages within the Coverage Territory must be brought within the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U. S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Endorsement number 3  
This endorsement, effective 10/1/2016  
Forms a part of policy number  
Issued to Escambia County Board of County Commissioners  
By Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HEALTHCARE LIABILITY INSURANCE POLICY**

**DELETION OF INSURING AGREEMENT B**

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, Insuring Agreement B is deleted in its entirety.

Endorsement number	4
This endorsement, effective	10/1/2016
Forms a part of policy number	
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HEALTHCARE LIABILITY INSURANCE POLICY**

**DELETION OF INSURING AGREEMENT C**

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, Insuring Agreement C is deleted in its entirety.

Endorsement number	8
This endorsement, effective	10/1/2016
Forms a part of policy number	
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HEALTHCARE LIABILITY INSURANCE POLICY**

**LIMITATION OF SURGICAL SERVICES**

This endorsement modifies insurance provided under this Policy.

**SECTION III – EXCLUSIONS. A.** is amended to include the following:

This policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving surgical procedures. For the purpose of this endorsement, surgical procedures is defined as:

- Abortions or births
- surgeries with incisions which occurs at a hospital or medical facility;
- procedures with incisions that require Level 2, Level 3 or Level 4 anesthesia (as defined by ASA), which occurs at a hospital or medical facility; or
- any incision made to correct a neurological, skeletal or muscular abnormality which occurs at a hospital or medical facility.

Surgical procedures do not include providing sutures and Level 1 anesthesia to **patients** injured and treated in the infirmary.

Endorsement number 1  
This endorsement, effective 10/1/2016  
Forms a part of policy number  
Issued to Escambia County Board of County Commissioners  
By Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HEALTHCARE LIABILITY INSURANCE POLICY**

**NMA- MANDATORY ENDORSEMENTS**

It is agreed and understood, that these clauses amend and form a part of the terms, exclusion, conditions and limitations of the policy to which it is attached:

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

LMA3100 - 15/09/10

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**SEVERAL LIABILITY NOTICE**

LSW1001 (Insurance) - 08/94

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**SERVICE OF SUIT CLAUSE (U.S.A.)**

NMA1998 - 24/4/86

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon {Response} and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

NMA2918 - 08/10/01

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- I. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- II. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)**

NMA1477 – 13/2/64

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)**

NMA1256 – 17/3/60

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - a. with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- a. any nuclear reactor,
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Endorsement number 6  
This endorsement, effective 10/1/2016  
Forms a part of policy number  
Issued to Escambia County Board of County Commissioners  
By Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HEALTHCARE LIABILITY INSURANCE POLICY**

**SEXUAL MISCONDUCT AMENDMENT**

The following exclusion is added to **SECTION III. EXCLUSIONS, D. 4.** is deleted in its entirety.

The **Insurer** will pay on behalf of the **Insured, Loss and Defense Expenses**, in excess of the Deductible stated in Item 4. (h) of the Declarations, which the **Insured** becomes legally obligated to pay as a result of a **Sexual Misconduct Claim**, provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with **SECTION IV, CONDITIONS, B.** of this Policy.

We will defend **Sexual Misconduct Claims** applicable to this exclusion until admission of guilt or final adjudication during a criminal proceeding. If any **Insured** committed the conduct specified above, or if such actions are imputed to the **Named Insured**, such **Insured** will reimburse the Insurer for any **Defense Expenses** advanced to the **Insured**.

The most we will pay in **Defense Expenses** and **Loss** for any **Claim** covered under this endorsement is:

\$250,000	Per Claim
\$250,000	Annual Aggregate

Under the terms of this endorsement, **Defense Expenses** erode and are within our limit of liability. The limits of insurance afforded under this endorsement erode and are a sub-limit of the Limit of Insurance shown in Item 4. (b) of the Declarations.

For the purpose of this endorsement, **Sexual Misconduct Claim** means a **Claim** that is based upon, arises out of, directly or indirectly results from, is in consequence of, or in any way involves any alleged:

1. Sexual abuse;
2. Sexual harassment, including any unwelcome sexual advance, request for a sexual favor, or other conduct of a sexual nature against a Third Party;
3. Physical abuse;
4. Licentious, immoral or sexual behavior intended to lead to or culminate in any sexual act; or
5. Transmission of any communicable disease; actually or allegedly caused by or at the instigation of, or at the direction of, or omission by, any Insured.

In addition to the exclusions found in **SECTION III**, the following exclusion applies to this endorsement.

1. This coverage does not apply to any sexual misconduct taking place prior to 8/1/2009.

Endorsement number 9  
This endorsement, effective 10/1/2016  
Forms a part of policy number  
Issued to Escambia County Board of County Commissioners  
By Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HEALTHCARE LIABILITY INSURANCE POLICY**

**MANUSCRIPT – 1**

**CIVIL RIGHTS VIOLATION ENDORSEMENT**

This endorsement modifies insurance provided under Insuring Agreement A. of this Policy.

**SECTION II DEFINITIONS, Q. “Medical Incident”** is amended to include the following:

1. An actual or alleged civil rights violation pursuant to the Civil Rights Act of 1871 (42 U.S.C. § 1983 *et seq.*) and amendments thereto, provided that such act is in connection with an **Insured’s** performance of **Medical Professional Services**.
2. This endorsement does not amend the Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which this Endorsement provides coverage, regardless of the number of **Claims** from any one claimant, the number of persons or entities included within the definition of **Insured**, or the number of claimants.

This endorsement modifies insurance provided under this Policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement number 2  
This endorsement, effective 10/1/2016  
Forms a part of policy number  
Issued to Escambia County Board of County Commissioners  
By Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HEALTHCARE LIABILITY INSURANCE POLICY**

**STATEMENT OF SECURITY**

Underwritten by Certain Underwriters at Lloyd's, broken down as follows:

<b>SYNDICATE</b>	<b>SLIP %</b>
Lloyd's Syndicate # 1729	25.000
Lloyd's Syndicate # 2987	15.001
Lloyd's Syndicate # 1084	12.857
Lloyd's Syndicate # 609	12.857
Lloyd's Syndicate #2001	12.857
Lloyd's Syndicate # 1980	12.857
Lloyd's Syndicate # 1225	6.428
Lloyd's Syndicate # 4444	1.714
Lloyd's Syndicate # 958	0.429
<b>Total</b>	<b>100.000</b>



This recommendation does not require legal sign off.

**PERSONNEL:**

Risk Management will be the Contractor Administrator. No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

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**Attachments**

USI Board Approval

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

26. Taking the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (Funding: funds to be budgeted for on an annual and project basis):
- A. Awarding, and authorizing the County Administrator to sign, a Task Order-Based Continuing Contract to John Davenport Engineering, Incorporated, a qualified engineering consulting firm, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates," as provided in the current Florida Department of Transportation Negotiation Handbook Guidelines For Professional Services Contracts; and
  - B. Authorizing the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants Competitive Negotiation Act" (A&E Services), on a project-by-project basis.
27. Approving, and authorizing the County Administrator to sign, the Agreement between Baskerville-Donovan, Inc., and Escambia County, per the terms and conditions of PD 15-16.038, Design Services for Bob Sikes Fishing Pier, Parking and Trail Restoration, for a lump sum of \$95,400, and optional services of \$35,470, providing a total of \$130,870 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 15EN3214).
28. Approving, and authorizing the County Administrator to sign, the Agreement for Insurance Brokerage Services between Escambia County and USI Insurance Services, LLC, per the terms and conditions of PD 15-16.039, General Lines Insurance Agent, for an annual fee the first year not to exceed \$120,000, and for the remainder of the initial three-year term and two additional 12-month extensions an annual fee not to exceed \$90,000 (Funding: Fund 501, Internal Services Fund, Cost Center 140835, Object Code 54501).
29. Adopting, and authorizing the Chairman to sign, the Resolution (*R2016-84*) supporting the proposed access to Interstate 10 from the Navy Federal Credit Union Campus on US 90A (Nine Mile Road).



**BUDGETARY IMPACT:**

Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Risk Management will be the Contract Administrator.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

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**Attachments**

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11002** **County Administrator's Report** **10. 36.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc

**From:** Donald R. Mayo, Building Official/Department Director

**Organization:** Building Services

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc. - Donald R. Mayo, Building Official/Building Services Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) between Escambia County and the Humane Society of Pensacola, Florida, Inc., to allocate \$25,000 to the Humane Society of Pensacola, Inc., for the current Fiscal Year 2015/2016, to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic:

A. Approve the MOA; and

B. Authorize the Chairman to sign the MOA and any other subsequent MOA-related documents, pending Legal review and approval, without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

**BACKGROUND:**

At the July 12, 13, 14, 2016 Budget Committee of the Whole workshop, the Board approved allocating \$25,000 to the Humane Society of Pensacola, Inc., to help facilitate activities throughout the year in support of the citizens of Escambia County by improving the lives of companion animals in the community through advocacy, adoption, education, and sanctuary. The Board voted at the August 4th meeting to allocate agency funding from the General Fund Reserves.

**BUDGETARY IMPACT:**

Fund 001, General Fund, Cost Center 250205, Account 58201

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin D. Haul has reviewed and approved the Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Approval of the Memorandum of Agreement is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

August 4, 2016 BCC Action

2016 MOA

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RESUME OF THE REGULAR BCC MEETING – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

3. Continued...

D. Report of the July 12, 13, and 14, 2016, Budget C/W Workshops – Continued

AGENDA NUMBER – Continued

3. Continued...

- O. The Sheriff made requests, totaling \$1,663,801, that are included in the budget, which includes an increase in operating costs of \$200,000 for body cameras and a 3% pay raise;
- P. \$50,000 is allocated for the BCC Intern Program, and Commissioner May has requested this be increased to \$100,000; \$200,000 is allocated for Social Programs; \$250,000 is allocated in the General Fund for the BCC discretionary allocations; \$50,000 is allocated for the Utility Assistance Program; \$10,000 is allocated for the Gulf Coast Veterans' Advocacy Program; \$25,000 is allocated for the Humane Society; \$20,000 is allocated for the Panhandle Equine Rescue; and \$15,000 is allocated for Achieve Escambia on the Outside Agency Listing by the Board; and
- Q. There will be a reserve of \$9,805,859 cash funded by September 30, 2017, for taxes associated with real property located on Santa Rosa Island, and the County is escrowing the estimated taxes on the land but not the improvements.

(COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

(Continued on Page 15)

**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 \_\_\_\_\_ 2016, 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 2015/16 (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 2015/16 (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 as appropriated in accordance with the terms of this Agreement and the provisions of §129.09, Florida Statutes, as amended, governing the expenditure 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 County 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 10<sup>th</sup> 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, 2016, 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, 2016, 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**

\_\_\_\_\_  
Grover C. Robinson, IV, 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: \_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
9/8/16

**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 Escambia County. The County 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-10990**

**County Administrator's Report 10. 37.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Recommendation Concerning a Change Order to MWI Veterinary Supply Company #160765

**From:** Donald R. Mayo, Building Official/Department Director

**Organization:** Building Services

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Change Order #4 to MWI Veterinary Supply Company - Donald R. Mayo, Building Official/Building Services Department Director

that the Board approve and authorize the County Administrator to execute the following Change Order #4, to MWI Veterinary Supply Company, for the continued purchase of necessary Veterinary supplies and equipment.

Department:	Building Services
Division:	Animal Services
Type:	Addition
Amount:	\$15,756.29
Vendor:	MWI Veterinary Supply Company
Purchase Order (PO) #:	160765
Change Order (CO) #:	4
Cost Center for CO:	250202
Original PO Amount:	\$5,000
Cumulative Amount of Change Orders:	\$59,756.29
New PO Total:	\$64,756.29

**BACKGROUND:**

In November of 2015, Purchase Order #160765 was issued to MWI Veterinary Supply Company to purchase veterinary supplies and equipment. This recommended Change Order will increase the funds to an amount needed to reach the end of the fiscal year. These additional funds are in response to increased use of some supplies related to increased live release of animals from the shelter.

**BUDGETARY IMPACT:**

Funding is available in the Fund 001, General Fund, Cost Center 250202.

**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.

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**Attachments**

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10993** **County Administrator's Report** **10. 38.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** City of Pensacola Second Draw for VT Mobile Aerospace Interlocal Agreement

**From:** Amy Lovoy, Assistant County Administrator

**Organization:** Asst County Administrator - Lovoy

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning City of Pensacola's Request for Second Draw of Interlocal Agreement Concerning VT Mobile Aerospace Engineering - Amy Lovoy, Assistant County Administrator

That the Board approve the second draw request from the City of Pensacola, in the amount of \$2,000,000, per the Interlocal Agreement with Escambia County for the VT Mobile Aerospace Engineering project. The Board approved the Interlocal Agreement on March 6, 2014, with a commitment of \$8,000,000 from Escambia County towards the project.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267 - \$2,000,000]

**BACKGROUND:**

The Board approved an Interlocal Agreement with the City of Pensacola on March 6, 2014 for the project at the Pensacola International Airport, formerly known as "Project Stallion". The City of Pensacola received the first \$2,000,000 draw in September 2014, with the execution of the real property lease with VT Mobile Aerospace Engineering, as per the terms of the Interlocal Agreement. The second draw request is based on documented project costs, also as per the terms of the agreement. A copy of the executed agreement and the City's invoice with project transaction analysis spreadsheet are attached to the recommendation.

**BUDGETARY IMPACT:**

Funding is available in Local Option Sales Tax III Fund 352, Cost Center 110267.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Interlocal Agreement with City of Pensacola for VT Aerospace

City of Pensacola Invoice with Project Costs Spreadsheet

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. ST Aerospace ►

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-1, with Commissioner Barry voting "no," adopting, as is, the *Interlocal Agreement (between the Escambia County Board of County Commissioners and the City of Pensacola relating to the Funding of ST [Singapore Technologies] Aerospace of Mobile, Inc. at the Pensacola International Airport and the Development and Improvement of the Local Economy)* from the City of Pensacola for Project Stallion.

Speaker(s):

Andrew Blewer  
Jeremy Lau  
Dick Baker  
Honorable Ashton Hayward

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving For Action Items 1 through 3 and For Information Item 1, as follows:



I. FOR ACTION

1. Authorizing the scheduling of a Public Hearing on March 18, 2014, at 2:01 p.m., to consider adoption of an Ordinance extending the temporary moratorium enacted by Ordinance Number 2013-30 for an additional six months.
2. Approving, and authorizing the Chairman to execute, the *Addendum to the Memorandum of Understanding between Escambia County Board of County Commissioners and Sheriff of Escambia County* that will allow the Escambia County Jail to accept bail bond agent registrations on behalf of the Sheriff.

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FUNDING OF ST AEROSPACE OF MOBILE, INC. AT THE PENSACOLA INTERNATIONAL AIRPORT AND THE DEVELOPMENT AND IMPROVEMENT OF THE LOCAL ECONOMY**

**THIS INTERLOCAL AGREEMENT** is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (each being at times referred to as a "Party" or Parties).

**WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §§163.01, Florida Statutes et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, as the governing bodies of the County and the City recognize the leadership roles they play in assisting and guiding the development of the local economy and improving its economic base; and

**WHEREAS**, as a result, the County and the City now jointly find it advantageous and appropriate to contribute their fiscal resources to the Project; and

**WHEREAS**, the City anticipates entering into a Real Property Lease with ST Aerospace of Mobile, Inc. ("Company") for the location of a new Company Aircraft MRO business operation creating and maintaining 300 new full-time jobs or equivalents at the Pensacola International Airport ("Airport"); and

**Whereas**, the Company's Aircraft MRO business requires the construction of a hangar, shops, storage, offices, aircraft servicing facilities, site ingress and egress, aircraft ramps, movement areas, and automobile parking (collectively referred to herein as the "Project") at the Airport with an estimated Project Cost of \$37,344,300.00; and

Verified By: *D. Harris*

Date: 3/6/2014

**WHEREAS**, the City and County desire to cooperate in providing economic incentives to the Company to locate its Aircraft MRO business at the Airport as agreed to in this Interlocal Agreement; and

**WHEREAS**, the County will provide initial funding in the amount of \$8,000,000.00 for the Project, of which a portion, in the amount of \$3,200,000.00 will be repaid to the County by the City as provided herein; and

**WHEREAS**, the City and the County have determined that the expenditure of funds for the Project is for a paramount public purpose and that the economic benefits to be realized from the project far outweigh the costs of the Project being paid by the City and the County;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants herein, the parties do hereby agree as follows:

1. The total estimated Project Cost is \$37,344,300.00. In the recently executed Memorandum of Understanding, between the Company and the City, the Company has agreed to fund \$7,244,300.00 of the Project Cost. The \$30,100,000.00 balance of the Project Cost will be funded from the following sources:

- a. Eleven Million, Six Hundred Thousand Dollars (\$11,600,000.00) grant from the Florida Department of Transportation;
- b. Up to Seven Million Dollars (\$7,000,000.00) grant from the Industry Recruitment, Retention, and Expansion Fund (IRREF) obtained by the Company;
- c. Three Million, Five Hundred Thousand Dollars (\$3,500,000.00) grant from the Airport's FY 2014 federal Airport Improvement Program entitlement funds;
- d. Eight Million Dollars (\$8,000,000.00) of Local Funds from the County.

2. The County shall provide the City with the entire amount of Local Funds (\$8,000,000.00) to pay a portion of the Project Cost. The City's share of Local Funds to be reimbursed to the County is \$3,200,000.00. The City shall repay \$3,200,000.00 of the Local Funds advance by the County no later than December 31, 2019. The County share of the Local Funds granted for the payment of a portion of the Project Cost is the first \$4,800,000.00 paid to the City.

3. The City shall drawdown the County funded \$8,000,000.00 in draws of \$2,000,000.00. The first draw will be made upon execution of the Real Property Lease

by the Company and the City. The Real Property Lease requires Local Funds for financing and constructing the Project at the Airport for the use and occupancy of the Company in the conduct of its aircraft MRO Business. The City will apply for a funds draw and the County will transfer the draw to the City in five (5) calendar days from the date of the City's request. For each draw, the City will provide the County with reasonable documentation that the last \$2,000,000.00 draw has been exhausted paying Project Cost. If the Project is cancelled at any point, the City's share of Local Funds actually advanced (up to \$3,200,000.00) by the County will be repaid no later than December 31, 2019 by the City.

4. The City's obligation to pay to the County the Local Funds in the amount of \$3,200,000.00 is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's share of Local Funds shall be deposited in equal monthly installments to a special account hereby established by the City for payment to the County beginning December 31, 2018. Nothing herein shall prohibit the City from using any other legally available funds to make such deposits.

5. The County and the City are participating in the Project to further their collective local economic development purposes. The Company will be required to maintain an employment level of 300 full-time jobs or equivalents during the term of its Lease. After thirty six (36) months from the date of beneficial occupancy as defined in the Real Property Lease and continuing for seven (7) years thereafter, the City shall be required to pay the County Two Thousand, Two Hundred Eighty-Six Dollars (\$2,286.00) per job for the difference between the actual average number of employees and 300 full-time jobs or equivalents that the Company employs during each Lease Year (12-month period). Any reimbursement made to the County by the City under this section will not exceed the \$4,800,000.00 County contribution of Local Funds.

6. Should the Company cease operations at the Airport within ten (10) years from the date of beneficial occupancy as defined in the Real Property Lease and the City is not successful in recruiting a replacement tenant that will utilize the facilities in a manner consistent with the local economic development purposes and intent contemplated in this Interlocal Agreement within three (3) years from the cessation of the Company's operations at the Airport, the City will reimburse the County its \$4,800,000.00 contribution of Local Funds over the succeeding seven (7) year period less any reimbursement previously paid by the City under Section 5 of this Interlocal Agreement.

7. The City's obligation to pay to the County the Local Funds in the amount of \$4,800,000.00 described in Sections 5 and 6 is payable solely from and secured by a first and prior lien upon the City's Communication Services Tax. The City's obligation to

pay the County such amount shall be deposited in equal monthly installments over seven (7) years to a special account hereby established by the City for payment to the County, beginning on the date described in Section 6 of this Interlocal Agreement. Moneys in the special account shall be disbursed semi-annually to the County until the \$4,800,000 is paid in full. Nothing herein shall prohibit the City from using any other legally available funds to make such deposits.

8. To assure that constituents will have a competitive chance for employment opportunities created by this initiative, the City is assisting the Company in pursuing Workforce Development assistance. The George Stone Technical Center has made a commitment to offer an Aviation Maintenance Technology Program no later than the fall semester of 2015. Also, the City will use reasonable efforts to secure \$100,000.00 for customized industry training through Workforce Escarosa, Inc. for the Company, as well as, to secure for the Company \$450,000.00 for customized industry training through the Quick Response Training Program operated by Workforce Florida, Inc.

9. The following are General Provisions of this Interlocal Agreement:

**Liability.** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Interlocal Agreement.

**Records.** The parties acknowledge that this Interlocal Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Interlocal Agreement.

**Assignment.** The Interlocal Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Headings.** Headings and subtitles used throughout this Interlocal 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.

**Survival.** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Interlocal Agreement, shall survive the termination of this Interlocal Agreement.

**Interpretation.** Interpretation of the terms of this Interlocal shall be subject to the following:

(a) For the purpose of this Interlocal 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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) 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. This Interlocal 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 provision hereof.

**Severability.** The invalidity or non-enforceability of any portion or provision of this Interlocal 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 Interlocal Agreement and the balance hereof shall be construed and enforced as if this Interlocal Agreement did not contain such invalid or unenforceable portion or provision.

**Further Documents.** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Interlocal Agreement.

**Notices.** All notices required to be given under this Interlocal Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator or City Administrator, to the respective parties as follows:

County  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

City  
City Administrator  
City of Pensacola  
Post Office Box 12910  
Pensacola, FL 32521

**Prior Agreements Superseded.** 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 Interlocal Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Governing Law.** The Interlocal Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Interlocal Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**No Waiver.** The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Interlocal Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Effective Date.** This Interlocal Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Interlocal Agreement from the City of Pensacola.

\* \* \* \* \*

**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 6th day of March, 2014, and the City of

Pensacola, by and through its Mayor, duly authorized to execute same on the 27<sup>th</sup>  
day of FEBRUARY, 2014.

**COUNTY:**

**ESCAMBIA COUNTY, FLORIDA**, a political  
subdivision of the State of Florida acting by  
and through its duly authorized Board of  
County Commissioners

By: Lumen J. May  
~~Lumen May, Chairman~~ Lumen J. May, Chairman

Date: March 6, 2014

BCC APPROVED: 03-06-2014

Approved as to form and legal sufficiency:

By: [Signature]

Date: 3/10/14

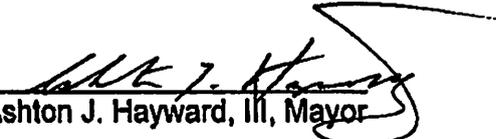
ATTEST: Pam Childers  
Clerk of the Circuit Court



[Signature]  
Deputy Clerk

**CITY:**

**The City of Pensacola, a Florida  
Municipal Corporation**

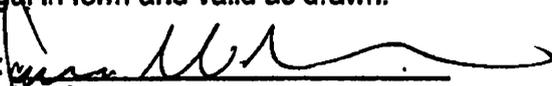
By:   
Ashton J. Hayward, III, Mayor

**ATTEST: Ericka Burnett  
Clerk of the City of Pensacola**

By:   
Ericka L. Burnett  
City Clerk



**Legal in form and valid as drawn:**

By:   
City Attorney



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**BCC Regular Meeting**

**Meeting Date:** 03/06/2014  
**Issue:** Project Stallion Interlocal Agreement with the City of Pensacola  
**From:** Larry M. Newsom, Interim County Administrator  
**Organization:** County Administration  
**CAO Approval:**

A handwritten signature in black ink, appearing to read "Larry M. Newsom", is written over a horizontal line.

**RECOMMENDATION:**

Recommendation Concerning the Project Stallion Interlocal Agreement with the City of Pensacola – Larry M. Newsom, Interim County Administrator

That the Board consider the Interlocal Agreement from the City of Pensacola for Project Stallion.

**BACKGROUND:**

At the February 13<sup>th</sup> Committee of the Whole the Board directed staff to engage with City officials to determine if any funding from the City's Economic Development could be committed for the local funding gap related to Project Stallion. County and City officials met, and the City stated that this funding was not available. On February 27<sup>th</sup> the City Council met and approved the attached Interlocal Agreement.

This Agreement provides the following:

- The County will provide \$8,000,000 to fully fund the local share of this project. These funds will be made available in four construction draws with the first \$2,000,000 draw upon execution of the lease between ST Aerospace and the City.
- A total of \$3,200,000 will be repaid to the County by the City no later than December 31, 2019 and will be secured with a pledge from the City's Communications Services Tax (CST).
- 36 months after the date of beneficial occupancy and continuing for 7 years, the City shall be required to pay the County a total of \$2,286 per job each year for every job below 300 full-time jobs or their equivalent that ST Aerospace does not employ during a given year.
- If the company ceases operations at the Pensacola International Airport within 10 years from the date of beneficial occupancy and the City cannot recruit a replacement tenant with a similar number and type of jobs, the City will reimburse the County the total \$4,800,000. This pledged repayment will also be secured by a lien on the City's CST.
- The City will use reasonable efforts to secure a total of \$550,000 in various grants for workforce development.

**BUDGETARY IMPACT:**

The County will utilize \$8,000,000 from its Local Option Sales Tax (LOST) reserve to fund this project. This will leave approximately \$845,000 in the County's LOST reserves.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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City of Pensacola  
Treasury Division  
P.O. Box 12910  
Pensacola, FL 32521-0045

INVOICE 0132392

Page 1 of 1

ESCAMBIA COUNTY MISC  
ATTN: AMY LAVOY  
221 PALAFOX PLACE, SUITE 440  
PENSACOLA, FL 32502

DATE	09/01/2016
ACCOUNT	004599
AMT DUE	2,000,000.00
DUE DATE	9/30/2016

AMOUNT PAID \_\_\_\_\_

MAKE CHECKS PAYABLE TO THE CITY OF PENSACOLA  
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

CITY OF PENSACOLA

DESCRIPTION	AMOUNT
Grant 2nd draw for VT Mobile Aerospace Engineering, Inc. per Section 3 of the Interlocal agreement between the City of Pensacola and Escambia County dated March 6, 2014. The Real Property Lease between the VT Mobile Aerospace Engineering, Inc. and the City of Pensacola was executed on September 9, 2014.	2,000,000.00
Total Amount Due:	2,000,000.00

ACCOUNT NO. 004599

2,000,000.00

Please Remit to: City of Pensacola  
Treasury Division  
P.O. Box 12910  
Pensacola, FL 32521-0045

**CITY OF PENSACOLA, FLORIDA**  
**PROJECT TRANSACTION ANALYSIS**  
**thru 6/30/2016**

1/23/2014	GJ	0072238-1	1,178,300	26973	ATKINS NORTH AMERICA INC	1,049.75	WORK ORDER NO. 6 "FY13 AIRPORT
1/23/2014	GJ	0072238-1	1,178,300	26973	ATKINS NORTH AMERICA INC	1,049.75	WORK ORDER NO. 6 "FY13 AIRPORT
3/3/2014	GJ	0072238-2	1,179,781	26973	ATKINS NORTH AMERICA INC	3,623.36	WORK ORDER NO. 6 "FY13 AIRPORT
3/3/2014	GJ	0072238-2	1,179,781	26973	ATKINS NORTH AMERICA INC	3,623.37	WORK ORDER NO. 6 "FY13 AIRPORT
4/3/2014	GJ	0072238-3	1,181,320	26973	ATKINS NORTH AMERICA INC	1,974.24	WORK ORDER NO. 6 "FY13 AIRPORT
4/3/2014	GJ	0072238-3	1,181,320	26973	ATKINS NORTH AMERICA INC	1,974.23	WORK ORDER NO. 6 "FY13 AIRPORT
4/3/2014	IN	0072360-1	1,181,320	26973	ATKINS NORTH AMERICA INC	56,537.20	WORK ORDER NO. 07 FOR ST AEROS
4/24/2014	IN	0072360-2	1,182,833	26973	ATKINS NORTH AMERICA INC	142.00	WORK ORDER NO. 07 FOR ST AEROS
5/27/2014	GJ	0072238-4	1,184,412	26973	ATKINS NORTH AMERICA INC	273.56	WORK ORDER NO. 6 "FY13 AIRPORT
5/27/2014	GJ	0072238-4	1,184,412	26973	ATKINS NORTH AMERICA INC	273.56	WORK ORDER NO. 6 "FY13 AIRPORT
5/27/2014	IN	0072360-3	1,184,412	26973	ATKINS NORTH AMERICA INC	16,843.08	WORK ORDER NO. 07 FOR ST AEROS
12/4/2014	IN	0072238-5	1,194,520	26973	ATKINS NORTH AMERICA INC	189.98	WORK ORDER NO. 6 "FY13 AIRPORT
12/4/2014	IN	71510	1,194,025	2112	BEGGS & LANE	250.75	FEES: Professional services:
12/4/2014	IN	71510	1,194,025	2112	BEGGS & LANE	138.55	EXPENSES: Professional servic
12/4/2014	IN	0054	1,194,321	60347	PENZONE, DAVID C DBA	990.00	PROF SVCS RE: ST AEROSPACE LEA
12/4/2014	IN	71510	1,194,025	2112	BEGGS & LANE	250.75	FEES: Professional services:
12/4/2014	IN	71510	1,194,025	2112	BEGGS & LANE	138.54	EXPENSES: Professional servic
12/4/2014	IN	0054	1,194,321	60347	PENZONE, DAVID C DBA	990.00	PROF SVCS RE: ST AEROSPACE LEA
12/4/2014	IN	0072238-5	1,194,520	26973	ATKINS NORTH AMERICA INC	189.98	WORK ORDER NO. 6 "FY13 AIRPORT
12/12/2014	GJ	PC 245	WIRE		FAA	46,250.00	PC 245_FAA PREFUND AGREEMENT
12/12/2014	GJ	PC 245	WIRE		FAA	46,250.00	PC 245_FAA PREFUND AGREEMENT
1/5/2015	IN	71989	1,195,607	2112	BEGGS & LANE	2,684.50	FEES: Professional services:
1/5/2015	IN	71989	1,195,607	2112	BEGGS & LANE	2,684.50	FEES: Professional services:
1/14/2015	IN	0055	1,197,384	60347	PENZONE, DAVID C DBA	825.00	PROF SVCS RE: ST AEROSPACE LEA
1/14/2015	IN	0055	1,197,384	60347	PENZONE, DAVID C DBA	825.00	PROF SVCS RE: ST AEROSPACE LEA
2/2/2015	IN	72565	1,197,092	2112	BEGGS & LANE	1,622.50	Fees: Professional services:
2/2/2015	IN	72565	1,197,092	2112	BEGGS & LANE	1,622.50	Fees: Professional services:
2/11/2015	IN	0058	1,198,934	60347	PENZONE, DAVID C DBA	1,338.75	PROF SVCS RE: ST AEROSPACE LEA
2/11/2015	IN	0058	1,198,934	60347	PENZONE, DAVID C DBA	1,338.75	PROF SVCS RE: ST AEROSPACE LEA
2/18/2015	IN	72906	1,198,657	2112	BEGGS & LANE	1,799.50	FEES: Professional services -
2/18/2015	IN	72906	1,198,657	2112	BEGGS & LANE	1,799.50	FEES: Professional services -
2/27/2015	GJ	0073387-1	1,119,883	23473	MICHAEL G MORONEY & ASSOCIATES	3,300.00	FY 2015 GENERAL ADVISORY
2/27/2015	GJ	0073387-1	1,119,883	23473	MICHAEL G MORONEY & ASSOCIATES	3,300.00	FY 2015 GENERAL ADVISORY
2/27/2015	GJ	0073387-2	1,119,883	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2015 GENERAL ADVISORY
2/27/2015	GJ	0073387-2	1,119,883	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2015 GENERAL ADVISORY
3/4/2015	IN	0073294-1	1,198,643	26973	ATKINS NORTH AMERICA INC	3,231.00	WO NO. 8 - ENGINEERING SERVICE
3/4/2015	IN	0073294-1	1,198,643	26973	ATKINS NORTH AMERICA INC	3,231.00	WO NO. 8 - ENGINEERING SERVICE
3/25/2015	IN	0060	1,200,478	60347	PENZONE, DAVID C DBA	376.25	PROF SVCS RE: ST AEROSPACE LEA

3/25/2015	IN	0060	1,200,478	60347	PENZONE, DAVID C DBA	376.25	•	PROF SVCS RE: ST AEROSPACE LEA
3/26/2015	IN	3405-4	1,200,570	37833	THE PENSACOLA VOICE INC	25.99	•	RFQ #15-010-architectural & en
3/26/2015	IN	0004808498-5	1,200,472	225	PENSACOLA NEWS JOURNAL	38.88	•	RFQ #15-010-architectural & en
3/26/2015	IN	686329	1,200,150	1616	AMERICAN ASSOC OF AIRPORT	50.00		Adv- RFQ No 15-010: Provide
3/26/2015	IN	0004780938-05	1,200,472	225	PENSACOLA NEWS JOURNAL	43.44	•	RFQ #15-009-Professional
3/26/2015	IN	3405-4	1,200,570	37833	THE PENSACOLA VOICE INC	25.99	•	RFQ #15-010-architectural & en
3/26/2015	IN	0004808498-5	1,200,472	225	PENSACOLA NEWS JOURNAL	38.88	•	RFQ #15-010-architectural & en
3/26/2015	IN	686329	1,200,150	1616	AMERICAN ASSOC OF AIRPORT	50.00		Adv- RFQ No 15-010: Provide
3/26/2015	IN	0004780938-05	1,200,472	225	PENSACOLA NEWS JOURNAL	43.44	•	RFQ #15-009-Professional
3/26/2015	IN	0073294-2	1,200,164	26973	ATKINS NORTH AMERICA INC	2,406.00	•	WO NO. 8 - ENGINEERING SERVICE
3/26/2015	IN	0073294-2	1,200,164	26973	ATKINS NORTH AMERICA INC	2,406.00	•	WO NO. 8 - ENGINEERING SERVICE
3/30/2015	IN	73415	1,200,176	2112	BEGGS & LANE	280.25		FEES: Profesional services -
3/30/2015	IN	73415	1,200,176	2112	BEGGS & LANE	280.25		FEES: Profesional services -
4/1/2015	GJ	0073387-3	1,200,708	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	•	FY 2015 GENERAL ADVISORY
4/1/2015	GJ	0073387-3	1,200,708	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	•	FY 2015 GENERAL ADVISORY
4/27/2015	IN	73784	1,201,755	2112	BEGGS & LANE	2,516.00		FEES: Profesional services:
4/27/2015	IN	0062	1,202,061	60347	PENZONE, DAVID C DBA	568.75	•	PROF SVCS RE: ST AEROSPACE LEA
4/27/2015	IN	678981	1,201,574	1616	AMERICAN ASSOC OF AIRPORT	50.00		AAAE Ad: CM At Risk
4/27/2015	IN	73784	1,201,755	2112	BEGGS & LANE	2,516.00		FEES: Profesional services:
4/27/2015	IN	0062	1,202,061	60347	PENZONE, DAVID C DBA	568.75	•	PROF SVCS RE: ST AEROSPACE LEA
4/27/2015	IN	678981	1,201,574	1616	AMERICAN ASSOC OF AIRPORT	50.00		AAAE Ad: CM At Risk
5/5/2015	IN	0073294-3	1,201,740	26973	ATKINS NORTH AMERICA INC	19,183.83		WO NO. 8 - ENGINEERING SERVICE
5/5/2015	IN	0073294-3	1,201,740	26973	ATKINS NORTH AMERICA INC	19,183.82		WO NO. 8 - ENGINEERING SERVICE
5/26/2015	IN	74376	1,203,381	2112	BEGGS & LANE	1,416.00		FEES "COMMERCIAL LEASE AT AIRP
5/26/2015	IN	74376	1,203,381	2112	BEGGS & LANE	51.00		EXPENSES
5/26/2015	IN	74376	1,203,381	2112	BEGGS & LANE	1,416.00		FEES "COMMERCIAL LEASE AT AIRP
5/26/2015	IN	74376	1,203,381	2112	BEGGS & LANE	51.00		EXPENSES
6/2/2015	IN	0063	1,203,680	60347	PENZONE, DAVID C DBA	525.00		PROF SVCS RE: ST AEROSPACE LEA
6/2/2015	IN	0063	1,203,680	60347	PENZONE, DAVID C DBA	525.00		PROF SVCS RE: ST AEROSPACE LEA
6/2/2015	IN	0073294-4	1,203,365	26973	ATKINS NORTH AMERICA INC	11,175.52		WO NO. 8 - ENGINEERING SERVICE
6/2/2015	IN	0073294-4	1,203,365	26973	ATKINS NORTH AMERICA INC	11,175.53		WO NO. 8 - ENGINEERING SERVICE
6/23/2015	IN	0066	1,205,393	60347	PENZONE, DAVID C DBA	752.50		FEES - VT MAE
6/23/2015	IN	106740	1,205,305	23617	LEWIS LONGMAN & WALKER P A	1,815.25		FEES - VT MAE
6/23/2015	IN	0066	1,205,393	60347	PENZONE, DAVID C DBA	752.50		FEES - VT MAE
6/23/2015	IN	106740	1,205,305	23617	LEWIS LONGMAN & WALKER P A	1,815.25		FEES - VT MAE
6/30/2015	IN	74865	1,205,053	2112	BEGGS & LANE	3,879.25		FEES - VTMAE
6/30/2015	IN	74865	1,205,053	2112	BEGGS & LANE	29.50		EXP - VTMAE
6/30/2015	IN	74865	1,205,053	2112	BEGGS & LANE	3,879.25		FEES - VTMAE
6/30/2015	IN	74865	1,205,053	2112	BEGGS & LANE	29.50		EXP - VTMAE
7/1/2015	IN	0073294-5	1,205,039	26973	ATKINS NORTH AMERICA INC	9,833.12		WO NO. 8 - ENGINEERING SERVICE
7/1/2015	IN	0073294-5	1,205,039	26973	ATKINS NORTH AMERICA INC	9,833.12		WO NO. 8 - ENGINEERING SERVICE
7/6/2015	GJ	0073387-4	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,640.00		FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-4	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,640.00		FY 2015 GENERAL ADVISORY

7/6/2015	GJ	0073387-5	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,640.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-5	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,640.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-6	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-6	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-7	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,310.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-7	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	2,310.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-8	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	1,320.00	FY 2015 GENERAL ADVISORY
7/6/2015	GJ	0073387-8	1,205,335	23473	MICHAEL G MORONEY & ASSOCIATES	1,320.00	FY 2015 GENERAL ADVISORY
7/20/2015	GJ	0073387-9	1,206,913	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
7/20/2015	GJ	0073387-9	1,206,913	23473	MICHAEL G MORONEY & ASSOCIATES	1,980.00	FY 2015 GENERAL ADVISORY
7/27/2015	IN	0073294-6	1,206,631	26973	ATKINS NORTH AMERICA INC	5,636.75	WO NO. 8 - ENGINEERING SERVICE
7/27/2015	IN	0073294-6	1,206,631	26973	ATKINS NORTH AMERICA INC	5,636.75	WO NO. 8 - ENGINEERING SERVICE
8/4/2015	IN	75195	1,206,644	2112	BEGGS & LANE	8,328.00	FEES - VTMAE (ST AERO LEASE)
8/4/2015	IN	75195	1,206,644	2112	BEGGS & LANE	8,328.00	FEES - VTMAE (ST AERO LEASE)
8/12/2015	IN	08/19/15	1,207,141	5815	FLYNN, DANIEL E	44.85	TRAVEL EXPENSES - VT MEETINGS
8/12/2015	IN	9127151	1,207,156	817	ELITE TRAVEL AGENCY INC	239.10	TRAVEL FOR DAN FLYNN
8/12/2015	IN	08/19/15	1,207,141	5815	FLYNN, DANIEL E	116.98	TRAVEL EXPENSES - VT MEETINGS
8/12/2015	IN	08/19/15	1,207,141	5815	FLYNN, DANIEL E	44.85	TRAVEL EXPENSES - VT MEETINGS
8/12/2015	IN	9127151	1,207,156	817	ELITE TRAVEL AGENCY INC	239.10	TRAVEL FOR DAN FLYNN
8/12/2015	IN	08/19/15	1,207,141	5815	FLYNN, DANIEL E	116.98	TRAVEL EXPENSES - VT MEETINGS
8/31/2015	IN	75468	1,208,268	2112	BEGGS & LANE	3,525.20	FEES: Professional services -
8/31/2015	IN	75468	1,208,268	2112	BEGGS & LANE	32.25	EXPENSES
8/31/2015	IN	75468	1,208,268	2112	BEGGS & LANE	3,525.30	FEES: Professional services -
8/31/2015	IN	75468	1,208,268	2112	BEGGS & LANE	32.25	EXPENSES
9/1/2015	IN	0073294-7	1,208,247	26973	ATKINS NORTH AMERICA INC	7,085.25	WO NO. 8 - ENGINEERING SERVICE
9/1/2015	IN	0073294-7	1,208,247	26973	ATKINS NORTH AMERICA INC	7,085.24	WO NO. 8 - ENGINEERING SERVICE
9/1/2015	IN	0073816-1	1,208,247	26973	ATKINS NORTH AMERICA INC	35,985.42	WO NO 9 FOR NEW MRO HANGAR FIE
9/1/2015	IN	0073816-1	1,208,247	26973	ATKINS NORTH AMERICA INC	35,985.42	WO NO 9 FOR NEW MRO HANGAR FIE
9/10/2015	CR	091015-2				(39.94)	REIMB - FLYNN DAN
9/10/2015	CR	091015-2				(39.94)	REIMB - FLYNN DAN
9/21/2015	IN	107965	1,209,881	23617	LEWIS LONGMAN & WALKER P A	887.75	FEES: Professional services -
9/21/2015	IN	107965	1,209,881	23617	LEWIS LONGMAN & WALKER P A	887.75	FEES: Professional services -
9/22/2015	IN	0071	1,209,944	60347	PENZONE, DAVID C DBA	577.50	PROF SVCS RE: ST AEROSPACE LEA
9/22/2015	IN	0071	1,209,944	60347	PENZONE, DAVID C DBA	577.50	PROF SVCS RE: ST AEROSPACE LEA
9/30/2015	IN	76050	1,211,691	2112	BEGGS & LANE	3,849.75	FEES: Professional services -
9/30/2015	IN	76050	1,211,691	2112	BEGGS & LANE	0.50	EXPENSES: Professional servic
9/30/2015	IN	0072	1,210,677	60347	PENZONE, DAVID C DBA	1,085.00	PROF SVCS RE: ST AEROSPACE LEA
9/30/2015	IN	76050	1,211,691	2112	BEGGS & LANE	3,849.75	FEES: Professional services -
9/30/2015	IN	76050	1,211,691	2112	BEGGS & LANE	0.50	EXPENSES: Professional servic
9/30/2015	IN	0072	1,210,677	60347	PENZONE, DAVID C DBA	1,085.00	PROF SVCS RE: ST AEROSPACE LEA
10/14/2015	GJ	0073387_10	1,210,554	23473	MICHAEL G MORONEY & ASSOCIATES	3,300.00	FY 2015 GENERAL ADVISORY
10/14/2015	GJ	0073387_10	1,210,554	23473	MICHAEL G MORONEY & ASSOCIATES	3,300.00	FY 2015 GENERAL ADVISORY
10/14/2015	IN	0073294-8	1,210,483	26973	ATKINS NORTH AMERICA INC	857.50	WO NO. 8 - ENGINEERING SERVICE

10/14/2015	IN	0073294-8	1,210,483	26973	ATKINS NORTH AMERICA INC	857.50	WO NO. 8 - ENGINEERING SERVICE
10/14/2015	IN	0073816-2	1,210,483	26973	ATKINS NORTH AMERICA INC	14,616.07	WO NO 9 FOR NEW MRO HANGAR FIE
10/14/2015	IN	0073816-2	1,210,483	26973	ATKINS NORTH AMERICA INC	14,616.08	WO NO 9 FOR NEW MRO HANGAR FIE
10/14/2015	IN	0073995-1	1,210,524	36709	HATCH MOTT MACDONALD	7,694.48	WO 8 - CONSTRUCTION ADMINISTRA
10/14/2015	IN	0073957-1	1,210,483	26973	ATKINS NORTH AMERICA INC	66,141.00	AGREEMENT FOR ENGINEERING SVCS
10/14/2015	IN	0073995-2	1,210,524	36709	HATCH MOTT MACDONALD	23,083.43	WO 8 - CONSTRUCTION ADMINISTRA
10/14/2015	IN	0073995-1	1,210,524	36709	HATCH MOTT MACDONALD	7,694.47	WO 8 - CONSTRUCTION ADMINISTRA
10/14/2015	IN	0073957-1	1,210,483	26973	ATKINS NORTH AMERICA INC	66,141.00	AGREEMENT FOR ENGINEERING SVCS
10/14/2015	IN	0073995-2	1,210,524	36709	HATCH MOTT MACDONALD	23,083.42	WO 8 - CONSTRUCTION ADMINISTRA
10/16/2015	IN	0073294-9	1,210,663	26973	ATKINS NORTH AMERICA INC	635.50	WO NO. 8 - ENGINEERING SERVICE
10/16/2015	IN	0073294-9	1,210,663	26973	ATKINS NORTH AMERICA INC	635.50	WO NO. 8 - ENGINEERING SERVICE
10/16/2015	IN	0073816-3	1,210,663	26973	ATKINS NORTH AMERICA INC	5,016.25	WO NO 9 FOR NEW MRO HANGAR FIE
10/16/2015	IN	0073816-3	1,210,663	26973	ATKINS NORTH AMERICA INC	5,016.25	WO NO 9 FOR NEW MRO HANGAR FIE
10/16/2015	IN	0073957-2	1,210,663	26973	ATKINS NORTH AMERICA INC	98,071.31	AGREEMENT FOR ENGINEERING SVCS
10/16/2015	IN	0073957-2	1,210,663	26973	ATKINS NORTH AMERICA INC	98,071.32	AGREEMENT FOR ENGINEERING SVCS
11/4/2015	IN	108608	1,211,921	23617	LEWIS LONGMAN & WALKER P A	257.30	EXP-VTMAE/ST
11/4/2015	IN	108608	1,211,921	23617	LEWIS LONGMAN & WALKER P A	257.29	EXP-VTMAE/ST
11/16/2015	IN	0073995-3	1,213,441	36709	HATCH MOTT MACDONALD	15,388.95	WO 8 - CONSTRUCTION ADMINISTRA
11/16/2015	IN	0073995-3	1,213,441	36709	HATCH MOTT MACDONALD	15,388.95	WO 8 - CONSTRUCTION ADMINISTRA
11/23/2015	IN	0074	1,213,568	60347	PENZONE, DAVID C DBA	1,207.50	PROF SVCS - VTMAE
11/23/2015	IN	0074	1,213,568	60347	PENZONE, DAVID C DBA	1,207.50	PROF SVCS - VTMAE
12/2/2015	IN	76678	1,213,295	2112	BEGGS & LANE	1,076.75	FEES - VTMAE
12/2/2015	IN	76678	1,213,295	2112	BEGGS & LANE	31.05	EXP - VTMAE
12/2/2015	IN	76678	1,213,295	2112	BEGGS & LANE	1,076.75	FEES - VTMAE
12/2/2015	IN	76678	1,213,295	2112	BEGGS & LANE	31.05	EXP - VTMAE
12/2/2015	IN	0073294-10	1,213,282	26973	ATKINS NORTH AMERICA INC	9,992.63	WO NO. 8 - ENGINEERING SERVICE
12/2/2015	IN	0073294-10	1,213,282	26973	ATKINS NORTH AMERICA INC	9,992.64	WO NO. 8 - ENGINEERING SERVICE
12/2/2015	IN	0073816-4	1,213,282	26973	ATKINS NORTH AMERICA INC	2,636.88	WO NO 9 FOR NEW MRO HANGAR FIE
12/2/2015	IN	0074139-1	1,213,282	26973	ATKINS NORTH AMERICA INC	6,800.63	WO NO 11 FOR GEOTECHNICAL INVE
12/2/2015	IN	0073816-4	1,213,282	26973	ATKINS NORTH AMERICA INC	2,636.87	WO NO 9 FOR NEW MRO HANGAR FIE
12/2/2015	IN	0074139-1	1,213,282	26973	ATKINS NORTH AMERICA INC	6,800.62	WO NO 11 FOR GEOTECHNICAL INVE
12/2/2015	IN	0073982	1,213,194	4285	GREENHUT CONSTRUCTION COMPANY	25,000.00	CONSTRUCTION MANAGER AT RISK -
12/2/2015	IN	0073982	1,213,194	4285	GREENHUT CONSTRUCTION COMPANY	25,000.00	CONSTRUCTION MANAGER AT RISK -
12/2/2015	IN	0073957-3	1,213,282	26973	ATKINS NORTH AMERICA INC	108,930.40	AGREEMENT FOR ENGINEERING SVCS
12/2/2015	IN	0073957-3	1,213,282	26973	ATKINS NORTH AMERICA INC	108,930.39	AGREEMENT FOR ENGINEERING SVCS
12/18/2015	IN	0077	1,215,060	60347	PENZONE, DAVID C DBA	1,522.50	CONSULTING & ADVISORY FOR VTMA
12/18/2015	IN	0077	1,215,060	60347	PENZONE, DAVID C DBA	1,522.50	CONSULTING & ADVISORY FOR VTMA
12/23/2015	IN	0073995-4	1,214,940	36709	HATCH MOTT MACDONALD	7,694.47	WO 8 - CONSTRUCTION ADMINISTRA
12/23/2015	IN	0073995-4	1,214,940	36709	HATCH MOTT MACDONALD	7,694.48	WO 8 - CONSTRUCTION ADMINISTRA
1/4/2016	IN	0073294-11	1,214,763	26973	ATKINS NORTH AMERICA INC	1,981.52	WO NO. 8 - ENGINEERING SERVICE
1/4/2016	IN	0073294-11	1,214,763	26973	ATKINS NORTH AMERICA INC	1,981.51	WO NO. 8 - ENGINEERING SERVICE
1/5/2016	IN	0073816-5	1,214,763	26973	ATKINS NORTH AMERICA INC	2,148.00	WO NO 9 FOR NEW MRO HANGAR FIE
1/5/2016	IN	0074139-2	1,214,763	26973	ATKINS NORTH AMERICA INC	2,136.87	WO NO 11 FOR GEOTECHNICAL INVE

1/5/2016	IN	0073816-5	1,214,763	26973	ATKINS NORTH AMERICA INC	2,148.00	WO NO 9 FOR NEW MRO HANGAR FIE
1/5/2016	IN	0074139-2	1,214,763	26973	ATKINS NORTH AMERICA INC	2,136.88	WO NO 11 FOR GEOTECHNICAL INVE
1/15/2016	IN	0080	1,216,698	60347	PENZONE, DAVID C DBA	2,843.75	VTMAE
1/15/2016	IN	0080	1,216,698	60347	PENZONE, DAVID C DBA	2,843.75	VTMAE
1/20/2016	IN	0073995-5	1,216,544	36709	HATCH MOTT MACDONALD	15,388.95	WO 8 - CONSTRUCTION ADMINISTRA
1/20/2016	IN	0073995-5	1,216,544	36709	HATCH MOTT MACDONALD	15,388.95	WO 8 - CONSTRUCTION ADMINISTRA
2/4/2016	IN	0073816-6	1,216,378	26973	ATKINS NORTH AMERICA INC	1,074.00	WO NO 9 FOR NEW MRO HANGAR FIE
2/4/2016	IN	0073816-6	1,216,378	26973	ATKINS NORTH AMERICA INC	1,074.00	WO NO 9 FOR NEW MRO HANGAR FIE
2/4/2016	IN	0073995-6	1,216,544	36709	HATCH MOTT MACDONALD	1,538.90	WO 8 - CONSTRUCTION ADMINISTRA
2/4/2016	IN	0073995-6	1,216,544	36709	HATCH MOTT MACDONALD	1,538.89	WO 8 - CONSTRUCTION ADMINISTRA
2/10/2016	IN	77342	1,218,001	2112	BEGGS & LANE	9,381.00	FEES - VTMAE
2/10/2016	IN	77342	1,218,001	2112	BEGGS & LANE	433.64	EXP - VTMAE
2/10/2016	IN	0074056-1	1,218,256	23473	MICHAEL G MORONEY & ASSOCIATES	5,280.00	FY 2016 WORK AUTHORIZATION FOR
2/10/2016	IN	77342	1,218,001	2112	BEGGS & LANE	9,381.00	FEES - VTMAE
2/10/2016	IN	77342	1,218,001	2112	BEGGS & LANE	433.63	EXP - VTMAE
2/10/2016	IN	0074056-1	1,218,256	23473	MICHAEL G MORONEY & ASSOCIATES	5,280.00	FY 2016 WORK AUTHORIZATION FOR
2/25/2016	IN	0084	1,218,314	60347	PENZONE, DAVID C DBA	726.25	FEES - VTMAE
2/25/2016	IN	0084	1,218,314	60347	PENZONE, DAVID C DBA	726.25	FEES - VTMAE
3/1/2016	IN	77527	1,218,001	2112	BEGGS & LANE	1,534.00	FEES - VTMAE
3/1/2016	IN	77527	1,218,001	2112	BEGGS & LANE	1,534.00	FEES - VTMAE
3/3/2016	IN	0073995-7	1,218,168	36709	HATCH MOTT MACDONALD	4,616.69	WO 8 - CONSTRUCTION ADMINISTRA
3/3/2016	IN	0073995-7	1,218,168	36709	HATCH MOTT MACDONALD	4,616.68	WO 8 - CONSTRUCTION ADMINISTRA
3/17/2016	IN	0074056-2	1,219,874	23473	MICHAEL G MORONEY & ASSOCIATES	5,280.00	FY 2016 WORK AUTHORIZATION FOR
3/17/2016	IN	0074056-2	1,219,874	23473	MICHAEL G MORONEY & ASSOCIATES	5,280.00	FY 2016 WORK AUTHORIZATION FOR
3/18/2016	IN	77672	1,219,621	2112	BEGGS & LANE	2,832.00	FEES - VTMAE
3/18/2016	IN	77672	1,219,621	2112	BEGGS & LANE	285.00	EXP - VTMAE
3/18/2016	IN	77672	1,219,621	2112	BEGGS & LANE	2,832.00	FEES - VTMAE
3/18/2016	IN	77672	1,219,621	2112	BEGGS & LANE	285.00	EXP - VTMAE
3/22/2016	IN	0074056-3	1,219,874	23473	MICHAEL G MORONEY & ASSOCIATES	3,630.00	FY 2016 WORK AUTHORIZATION FOR
3/22/2016	IN	0074056-3	1,219,874	23473	MICHAEL G MORONEY & ASSOCIATES	3,630.00	FY 2016 WORK AUTHORIZATION FOR
3/29/2016	IN	0073957-4	1,219,603	26973	ATKINS NORTH AMERICA INC	32,546.29	AGREEMENT FOR ENGINEERING SVCS
3/29/2016	IN	0073957-4	1,219,603	26973	ATKINS NORTH AMERICA INC	32,546.29	AGREEMENT FOR ENGINEERING SVCS
4/12/2016	IN	0087	1,221,547	60347	PENZONE, DAVID C DBA	1,688.75	VTMAE
4/12/2016	IN	0087	1,221,547	60347	PENZONE, DAVID C DBA	1,688.75	VTMAE
4/13/2016	IN	0073995-8	1,221,404	36709	HATCH MOTT MACDONALD	3,077.79	WO 8 - CONSTRUCTION ADMINISTRA
4/13/2016	IN	0073995-8	1,221,404	36709	HATCH MOTT MACDONALD	3,077.79	WO 8 - CONSTRUCTION ADMINISTRA
4/20/2016	IN	77898	1,221,234	2112	BEGGS & LANE	3,554.75	FEES-VTMAE
4/20/2016	IN	77898	1,221,234	2112	BEGGS & LANE	3,554.75	FEES-VTMAE
5/1/2016	IN	0074618-1	1,221,217	26973	ATKINS NORTH AMERICA INC	23,047.50	AGREEMENT FOR ENGINEERING SVCS
5/1/2016	IN	0074618-1	1,221,217	26973	ATKINS NORTH AMERICA INC	23,047.50	AGREEMENT FOR ENGINEERING SVCS
5/4/2016	IN	78135	1,221,234	2112	BEGGS & LANE	708.00	FEES - VTMAE
5/4/2016	IN	78135	1,221,234	2112	BEGGS & LANE	708.00	FEES - VTMAE
5/11/2016	IN	0073995-9	1,223,083	36709	HATCH MOTT MACDONALD	12,311.16	WO 8 - CONSTRUCTION ADMINISTRA

5/11/2016	IN	1837517	1,222,893	26973	ATKINS NORTH AMERICA INC	275.00	ECUA WATER PERMIT FEE
5/11/2016	IN	0073995-9	1,223,083	36709	HATCH MOTT MACDONALD	12,311.16	WO 8 - CONSTRUCTION ADMINISTRA
5/11/2016	IN	1837517	1,222,893	26973	ATKINS NORTH AMERICA INC	275.00	ECUA WATER PERMIT FEE
5/24/2016	IN	0074618-2	1,222,893	26973	ATKINS NORTH AMERICA INC	110,182.40	AGREEMENT FOR ENGINEERING SVCS
5/24/2016	IN	0074618-2	1,222,893	26973	ATKINS NORTH AMERICA INC	110,182.39	AGREEMENT FOR ENGINEERING SVCS
6/1/2016	IN	0073995-10	1,223,083	36709	HATCH MOTT MACDONALD	9,233.37	WO 8 - CONSTRUCTION ADMINISTRA
6/1/2016	IN	0073995-10	1,223,083	36709	HATCH MOTT MACDONALD	9,233.37	WO 8 - CONSTRUCTION ADMINISTRA
6/16/2016	IN	0089	1,224,788	60347	PENZONE, DAVID C DBA	411.25	CONSULTING SVCS FOR VTMAE
6/16/2016	IN	0089	1,224,788	60347	PENZONE, DAVID C DBA	411.25	CONSULTING SVCS FOR VTMAE
6/22/2016	IN	0074056-4	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	4,950.00	FY 2016 WORK AUTHORIZATION FOR
6/22/2016	IN	0074056-5	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2016 WORK AUTHORIZATION FOR
6/22/2016	IN	0074056-4	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	4,950.00	FY 2016 WORK AUTHORIZATION FOR
6/22/2016	IN	0074056-5	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2016 WORK AUTHORIZATION FOR
6/23/2016	IN	0074056-6	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,630.00	FY 2016 WORK AUTHORIZATION FOR
6/23/2016	IN	0074056-6	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,630.00	FY 2016 WORK AUTHORIZATION FOR
6/23/2016	IN	0074618-3	1,224,449	26973	ATKINS NORTH AMERICA INC	103,545.60	AGREEMENT FOR ENGINEERING SVCS
6/23/2016	IN	0074618-3	1,224,449	26973	ATKINS NORTH AMERICA INC	103,545.61	AGREEMENT FOR ENGINEERING SVCS
6/28/2016	IN	0074056-7	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2016 WORK AUTHORIZATION FOR
6/28/2016	IN	0074056-7	1,224,735	23473	MICHAEL G MORONEY & ASSOCIATES	3,960.00	FY 2016 WORK AUTHORIZATION FOR
6/30/2016	IN	0074813-1	1,224,449	26973	ATKINS NORTH AMERICA INC	23,047.50	AGREEMENT FOR ENGINEERING SVCS
6/30/2016	IN	0074813-1	1,224,449	26973	ATKINS NORTH AMERICA INC	23,047.50	AGREEMENT FOR ENGINEERING SVCS
<b>TOTAL</b>						<b><u>2,097,356.03</u></b>	



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10982** **County Administrator's Report 10. 39.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016  
**Issue:** Change Order 5 to Purchase Order #141331 to Department of Community Corrections  
**From:** Chip Simmons, Assistant County Administrator  
**Organization:** Corrections  
**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order in Excess of \$50,000 to Division of Community Corrections for Inmate Housing for the Escambia County Jail - Chip W. Simmons, Assistant County Administrator

That the Board approve and authorize the County Administrator to execute the following Change Order 5, in excess of \$50,000, adding funds for the housing of Escambia County Jail inmates at the Work Release Facility maintained by the Department of Community Corrections:

Department:	Corrections
Division:	Escambia County Jail
Type:	Addition
Amount:	\$1,454,130
Vendor:	Division of Community Corrections
Purchase Order:	141331
Change Order:	5
Original Award Amount:	\$876,000
Cumulative Amount of Change Orders Through This Change Order:	\$3,769,490
New Purchase Order Total:	\$4,645,490

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 53401]

**BACKGROUND:**

In April of 2014 historic flooding and a subsequent explosion left the Escambia County Jail's Central Booking and Detention Facility unusable. Since the Escambia County Main Jail did not possess the capacity needed to house all of the inmates that were in custody, the Escambia County Jail was forced to utilize bed space held by the Division of Community Corrections at the Work Release Facility. Since the Work Release program is operated utilizing a restricted fund, it was decided that the Escambia County Jail would remit payment equal to the revenue that would have been generated for the program if they would have had the bed space available to utilize. The Escambia County Jail remits \$20/day per inmate for those inmates housed at the Work Release Facility. The Corrections Department would like to request a change order in the amount of \$1,454,130 to cover the fees related to housing inmates at the Work Release Facility for a period of 12 months. It is anticipated that the additional funding requested will provide the needed bed space for Escambia County Jail inmates until the end of Fiscal Year 2016-2017.

**BUDGETARY IMPACT:**

Funding is available in Internal Service Fund 501; Building Cost Center 140836; Object Code 53401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a change order will be submitted to the Office of Purchasing for processing.

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**Attachments**

*No file(s) attached.*

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10981**

**County Administrator's Report 10. 40.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** MOA Between Escambia County and the Walton County Sheriff's Office

**From:** Chip Simmons, Assistant County Administrator

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the New Memorandum of Agreement between Escambia County and the Walton County Sheriff's Office - Chip W. Simmons, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement between Escambia County and the Walton County Sheriff's Office for the Temporary Housing of Inmates, replacing the original Agreement and subsequent Amendment thereof that was initially approved by the Board on August 21, 2014.

[Funding: Fund 501, Internal Services Fund, Cost Center 140836]

**BACKGROUND:**

Walton County provides security staffing as required to supervise between 250 and 300 Escambia County Inmates. Walton County provides food, laundry, sanitation, and basic health services to Escambia County inmates at a per diem rate of \$48.00 per inmate for fiscal year 2016-2017. This rate will increase to \$50.00 for fiscal year 2017-2018 and then again to \$52.00 for fiscal year 2018-2019.

**BUDGETARY IMPACT:**

Funding: Fund 501, Internal Services Fund, Cost Center 140836

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved this agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Walton County MOA

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**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE  
WALTON COUNTY SHERIFF'S OFFICE FOR THE TEMPORARY HOUSING  
OF INMATES**

This Memorandum of Agreement ("Agreement") is made and entered into by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter referred to as "County"), with an administrative address of 221 Palafox Place, Pensacola, Florida 32502, and the Walton County Sheriff's Office (hereinafter referred to as "WCSO"), with an administrative address of 796 Triple G Road, Defuniak Springs, Florida 32433. County and WCSO may hereinafter be referred to collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, on April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD), and on April 30, 2014, an explosion occurred in the CBD resulting in the evacuation and relocation of all inmates housed in the facility; and

**WHEREAS**, on or about August 21, 2014, the Parties entered into a Memorandum of Agreement for the temporary housing of Escambia County inmates at the Walton County Jail in Walton County (the "Prior Agreement"), which was subsequently amended on January 22, 2015; and

**WHEREAS**, the Parties have agreed to revise certain terms relating to the temporary housing of inmates at the Walton County Jail; and

**WHEREAS**, as a result, the Parties find it in advantageous and appropriate to enter into this new Agreement for the purpose of establishing the terms whereby inmates of Escambia County may be temporarily housed at the Walton County Jail.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration which is hereby acknowledged, the Parties hereby agree as follows:

**Article I**

1.1 **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 **Purpose.** This Agreement is intended to establish the terms whereby inmates of Escambia County may be temporarily housed at the Walton County Jail.

1.3 **Agreement Supersedes Prior Agreement.** This Agreement is intended to and shall supersede the Prior Agreement, as amended, in its entirety.

**Article II**  
**Term and Termination**

- 2.1 **Effective Date.** This Agreement shall commence upon the date last executed ("Effective Date").
- 2.2 **Term.** The term of this Agreement shall be three (3) years. The Term shall commence upon the Effective Date and the Agreement shall remain in full force and effect for three (3) years unless earlier terminated as provided herein.
- 2.3 **Termination.** This Agreement may be terminated by either party with or without cause upon providing thirty (30) days' prior written notice to the non-terminating party.

**Article III**  
**Responsibilities of the Parties**

3.1 **Walton County Sheriff's Office:**

3.1.1 WCSO shall provide temporary housing for Escambia County inmates at the Walton County Jail located at 796 Triple G Road, Defuniak Springs, Florida (hereinafter referred to as the "Facility") as specifically provided herein.

3.1.2 WCSO shall be responsible for the provision of perimeter security at the Facility at all times.

3.1.3 WCSO shall provide security staffing as required to supervise all Escambia County inmates housed at the Facility.

3.1.4 WCSO shall provide food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items to Escambia County inmates on a daily basis ("Inmate Services").

3.1.5 Upon request, WCSO shall provide transportation services for Escambia County inmates as required to maintain a sufficient number of Escambia County inmates housed at the Facility, as described in paragraph 3.2.2 below.

3.2 **Escambia County:**

3.2.1 The County shall be responsible for providing transportation for all Escambia County inmates housed at the Facility, including, but not limited to, transport for admittance to the Facility, all court proceedings, and outside medical care. The County may request transportation assistance from WCSO as required to maintain a sufficient number of Escambia County inmates housed at the Facility, as described in paragraph 3.2.2 below.

3.2.2 The County shall, at all times during the term of this Agreement, make a good faith effort to house a minimum of 250 to 300 inmates at the Facility.

3.2.3 The County shall reimburse WCSO for the provision of Inmate Services at a per diem rate per inmate ("Daily Rate"). The Daily Rate shall include all Inmate Services as

provided in this Agreement and all related administrative costs. Effective October 1, 2016, the Daily Rate shall be \$48.00 per inmate. Effective October 1, 2017, the Daily Rate shall be \$50.00 per inmate. Effective October 1, 2018, the Daily Rate shall be \$52.00 per inmate.

3.2.4 The County shall reimburse WCSO for any costs incurred by WCSO for outside non-emergency medical care or prescription medications that may be required for Escambia County inmates.

3.2.5 The County shall be responsible for providing all dental care and mental healthcare services for Escambia County inmates housed at the Facility.

3.2.6 The County shall be responsible for the cost of any outside emergency medical care, including emergency land or air transportation, which shall be billed directly by the provider(s) on a fee for services basis.

**3.3 Method of Payment:**

3.3.1 WCSO shall submit housing invoices to the County on a monthly basis. Invoices shall reflect the total Daily Rate due and owing with appropriate supporting documentation.

3.3.2 WCSO may submit medical invoices to the County on a monthly basis. Invoices shall reflect the total amount due and owing per inmate with appropriate supporting documentation.

3.3.3 The County shall remit payments to the following address:  
Walton County Sheriff's Office  
792 Triple G Road  
Defuniak Springs, Florida 32433

3.3.4 All 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.

**Article IV**  
**Miscellaneous Provisions**

4.1 Rules and Regulations. All services under this Agreement shall be provided in accordance with all applicable federal and state laws, rules and regulations, and the Florida Model Jail Standards rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Agreement.

4.2 Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

4.3 Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party

may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

4.4 Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

4.5 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.

4.6 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.

4.7 Interpretation.

a) 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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) 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. 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 provision hereof.

4.8 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.

4.9 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

4.10 Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Escambia County:  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

Walton County Sheriff's Office:  
County Sheriff  
Walton County  
792 Triple G Road  
Defuniak Springs, Florida 32433

4.11 Prior Agreements Superseded. 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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.12 Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

4.13 No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

4.14 Authority. The persons signing this Agreement have full power and authority as duly authorized representatives of the Parties to enter into and to consummate this Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties set their hands and seals this day and year first written above.

**Escambia County, Florida, Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

By: \_\_\_\_\_  
Deputy Clerk  
(Seal)

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**Walton County Sheriff's Office**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Major Brian Schultz

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 5/13/16



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10952**

**County Administrator's Report 10. 41.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Approval to Issue Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000

**From:** Chip Simmons, Assistant County Administrator

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2016-2017 for Various Divisions of the Corrections Department - Chip W. Simmons, Assistant County Administrator

That the Board, for Fiscal Year 2016-2017, approve the issuance of blanket and/or individual purchase orders, in excess of \$50,000, as provided, based upon previously awarded contracts, contractual agreements, annual requirements, or bids in process to replace other agency contracts currently being utilized for the various divisions of the Corrections Department.

**BACKGROUND:**

Issuance of purchase orders is necessary to ensure continuity of mission critical services provided by the Corrections Department, whose functions include Law Enforcement related activities. These allocations are included in the fiscal year 2016-2017 budget. Although the majority of the requests are in accordance with the purchasing policy of the county, pharmacy services (Diamond Drug) would continue to utilize MMCAP, a cooperative purchasing agreement, until the appropriate competitive bidding process can be completed with the county. In order to avoid a lapse in services it is critical that we be permitted to utilize this agreement until we complete the competitive bid process.

**BUDGETARY IMPACT:**

Funding: Fund 114, Misdemeanor Probation Fund, Cost Center 290301 Misdemeanor Probation; Fund 114, Misdemeanor Probation Fund, Cost Center 290305 Residential Probation; Fund 114, Misdemeanor Probation Fund, Cost Center 290306 Pre Trial Diversion; Fund 001, General Fund, Cost Center 290307 Pre Trial Release; Fund 001 General Fund, Cost Center 290401 Detention (Jail); Fund 001 General Fund, Cost Center 290402 Inmate Medical; Fund 111 Detention/Jail Commissary, Cost Center 290406 Detention/Jail Commissary; Fund 175 Transportation Trust Fund, Cost Center 290202 Care and Custody (Road Prison)

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, after the start of fiscal year 2016-2017 (October 1, 2016) a purchase order requisition will be submitted to the Office of Purchasing for processing related to each item.

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**Attachments**

Corrections Dept FY17 POs Over \$50,000

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**Escambia County Corrections: Community Corrections Division:**

Vendor	Amount	Cost Center/ Object Code	Contract#
3M Electronic Monitoring	\$96,000	290301/53401	WSCA-NASPO Contract #00212 as provided for in PD15-16.017
Drug Free Workplaces Inc	\$103,600	290301/53101 290305/53101 290306/53101 290307/53101	PD 14-15.013
Aramark	\$65,000	290305/53401	PD 13-14.065

**Escambia County Corrections: Jail Division:**

Vendor	Amount	Cost Center/ Object Code	Contract#
Aramark	\$1,040,000	290401/53401	PD 13-14.065
Azar's Uniforms	\$75,000	290401/55201	PD 13-14.048
Charles Neely Corp DBA PR Chemical	\$145,000	290401/55201	PD 13-14.046
Bob Barker	\$78,000	290401/55201 290406/55201	PD 13-14.046
Bobbie Graves	\$52,000	290401/55201 290401/54601	PD 13-14.046
George A. Smith, MD (Physician)	\$84,000	290402/53101	Agreement BCC Approved 09/16/2013
Locum Tenens	\$200,000	290402/53101	No bids received for PD 15-16.046 or PD 15-16.068, deferring to staffing agency to provide necessary care for inmate population
Sacred Heart Hospital-In Patient	\$700,000	290402/53101	Related to Emergency Inmate Medical Care
Sacred Heart Hospital-Lap Testing	\$100,000	290402/53101	Related to Emergency Inmate Medical Care
Baptist Hospital-In Patient	\$500,000	290402/53101	Related to Emergency Inmate Medical Care
Escambia County EMS	\$72,000	290402/53101	Related to Emergency Inmate Medical Care
Henry Schein (medical supplies)	\$50,000	290402/55201	FL State Contract# 475-000-11-1 as provided for by PD 14-15.083
Diamond Drugs	\$1,305,000	290402/55201	Utilizing MMCAP (Minnesota Multistate Contracting Alliance for Pharmacy)--Scope has been approved by Medical Director and submitted to the Office of Purchasing to start the competitive bidding process

**Escambia County Corrections: Road Prison Division:**

Vendor	Amount	Cost Center/ Object Code	Contract#
Merchants	\$80,000	290202/55201	PD 13-14.056
Sysco	\$80,000	290202/55201	PD 13-14.056



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10848**

**County Administrator's Report 10. 42.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Joint Participation Agreement (JPA) Number 4222571-84-01, Providing Fiscal Year 2016-2017 Block Grant Grant Funding to Escambia County Area Transit

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Joint Participation Agreement, Providing Fiscal Year 2016-2017 Block Grant Funding to Escambia County Area Transit - Joy D Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Public Transportation Joint Participation Agreement (JPA) Number 4222571-84-01:

- A. Approve JPA Number 4222571-84-01, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$825,285, of Fiscal Year 2016-2017 Block Grant funding, to Escambia County Area Transit (ECAT);
- B. Adopt the Resolution authorizing the acceptance and application of these funds; and
- C. Authorize the Chairman to execute the Resolution, JPA Notification of Funding, and all other required documents pertaining to this JPA without further action of the Board.

The JPA will provide mass transit operations funding for ECAT in FY 2016-2017. Funds are allocated to mass transit systems by FDOT from State Transportation Block Grant Funds annually, and must be accepted by the receiving agency.

[Funding: No additional cost to the County results from this action. 50% County match (\$825,285) is included in the FY 2016-2017 ECAT budget. Projects funded by this JPA are included in the FY 2016-2017 budget]

**BACKGROUND:**

The annual JPA historically provides for ECAT operation funding. For FY 2016-2017, the JPA will provide mass transit operations funding of \$825,285 in Block Grant Funds for ECAT. Funds are allocated to mass transit systems by FDOT from State Transportation Block Grant Funds annually, and must be accepted by the receiving agency.

**BUDGETARY IMPACT:**

No additional cost to the County results from this action. 50% County match (\$825,285) is included in the FY 2016-2017 ECAT budget. Projects funded by this JPA are included in the FY 2016-2017 budget.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution and JPA as to form and legal sufficiency.

**PERSONNEL:**

No additional personnel are required by ECAT as a result of this Application.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This is based on the Board of County Commissioners Comprehensive Plan - Mobility Element, February 2015.

**IMPLEMENTATION/COORDINATION:**

ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

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**Attachments**

JPA and Resolution

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RESOLUTION R2016-\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

**WHEREAS**, the Florida Department of Transportation has indicated a willingness to participate in a Joint Participation Agreement (Project Number 4222571-84-01) providing \$825,285.00 in Block Grant Funds for transit operating cost associated with the Escambia County Mass Transit Operations Budget for FY 16/17.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the above stated recitals are true and correct and incorporated herein by reference.

**SECTION 2.** That the Board of County Commissioners approves the Joint Participation Agreement (Project Number 4222571-84-01) between the Florida Department of Transportation and Escambia County providing Block Grant funds for transit operating assistance associated with Escambia County Area Transit's fixed route included in the Escambia County Mass Transit Operations Budget for FY16/17.

**SECTION 3.** That the Board hereby authorizes the Chairman to sign the Agreement.

**SECTION 4.** That this Resolution shall take effect up adoption by the Board of County Commissioners.

ADOPTED THIS \_\_\_\_\_ DAY OF SEPTEMBER, 2016.

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

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

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

By: \_\_\_\_\_  
Deputy Clerk (seal)

Approved as to form and legal  
sufficiency.

By/Title: J. Chualar  
Date: 8/25/16

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> <u>4222571 84 01</u>	Fund: <u>DPTO</u> Function: <u>680</u> Federal Number: _____	FLAIR Category: <u>088774</u> Object Code: <u>751000</u> Org. Code: <u>55032020329</u>
Contract Number: _____	DUNS Number: <u>80-939-7102</u>	Vendor No.: <u>F5960005980078</u>
CFDA Number: _____	Agency DUNS No. <u>07-507-9673</u>	CSFA Number: <u>55010</u>
CFDA Title: _____		CSFA Title: <u>Transit Block Grant</u>

THIS JOINT PARTICIPATION AGREEMENT ("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, ("Department"), and Escambia County Board of County Commissioners, 221 Palafox Plance, Penscola, Florida 32502 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before September 30, 2019 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said 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 341.052, 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 to provide Block Grant transit operating assistance.

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**1.10 Exhibits.** A,B,C,&D are attached and incorporated into this Agreement.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**2.00 Accomplishment of the Project:**

**2.10 General Requirements.** The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law.** 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, 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.

**2.30 Funds of the Agency.** 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.

**2.40 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 may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

**3.00 Total Project Cost.** The total estimated cost of the Project is \$1,650,570.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

**4.00 Project Costs Participation and Eligibility:**

**4.10 Department Participation.** The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$825,285.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.11 Agency Participation (Non-State Sources).** The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$825,285.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

**4.12 Federal Awards.** The Agency, a non-federal entity,  is  is not a recipient of a federal award, as detailed in Exhibit "B."

**4.20 Project Cost Eligibility.** Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**4.30 Front End Funding.** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

**5.00 Project Budget and Payment Provisions:**

**5.10 The Project Budget.** 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, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. 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.

**5.20 Payment Provisions.** Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.00 Accounting Records:**

**6.10 Establishment and Maintenance of Accounting Records.** The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after 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 sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.20 Costs Incurred for the Project.** The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

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**6.30 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.

**6.40 Checks, Orders, and Vouchers.** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**6.50 Audits.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**1. Federal Funded**

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit A,B,C,&D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**2. State Funded**

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A,B,C,&D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and

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elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**6.60 Insurance.** Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

**7.00 Requisitions and Payments:**

**7.10 Action by the Agency.** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90, Chipley, Florida, 32428, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11 Deliverables.** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12 Invoices.** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13 Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

**7.14 Travel Expenses.** Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor *Travel Form No. 300-000-06*. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

**7.15 Property Acquisition.** For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**7.20 The Department's Obligations.** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

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- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any 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;
- c) 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 expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**7.30 Disallowed Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

**7.40 Payment Offset.** 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 public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally.** If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, 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 any or all of its obligations under this Agreement.

**8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) 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 the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget 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 budget within a reasonable time. The approval of a remittance by the Agency or 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.

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**8.12 Access to Documents and Materials.** The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

**9.00 Audit and Inspection.** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

**10.00 Contracts of the Agency:**

**10.10 Third Party Agreements.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). 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. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

**10.20 Procurement of Personal Property and Services:**

**10.21 Compliance with Consultants' Competitive Negotiation Act.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

**10.22 Procurement of Commodities or Contractual Services.** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

**10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBE's, as defined in 49 CFR 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

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with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**10.40 Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

**11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 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, creed, color, sex or national origin. 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, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for 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.

**11.20 Title VI - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**11.30 Title VIII - Civil Rights Act of 1968.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**11.50 Prohibited Interests.** The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the

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Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**11.60 Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations.** Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**12.20 Department Not Obligated to Third Parties.** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**12.30 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.

**12.40 Severability.** 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.

**12.50 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.

**12.60 State or Territorial Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that 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.

**12.70 Use and Maintenance of Project Facilities and Equipment.** The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

**12.71 Property Records.** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

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**12.80 Disposal of Project Facilities or Equipment.** If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

**12.90 Contractual Indemnity.** To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**13.00 Plans and Specifications.** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 Project Completion, Agency Certification.** The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

**15.00 Appropriation of Funds:**

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**15.10 Contingency of Payment.** The State of Florida'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.

**15.20 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 (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that 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."

**16.00 Expiration of Agreement.** The Agency agrees to complete the Project on or before September 30, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**16.10 Final Invoice.** The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

**17.00 Agreement Format.** All words used in this Agreement 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.

**18.00 Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**19.00 Restrictions on Lobbying:**

**19.10 Federal.** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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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 of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**19.20 State.** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**20.00 Vendors Rights.** The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that 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 DFS. 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.

**21.00 Restrictions, Prohibits, Controls, and Labor Provisions.** During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) 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.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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- c) 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.
- d) 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 two (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.

**23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:**

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 contractor or subcontractor during the Agreement term.

**24.00 Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.00 Maintenance of Project.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

**26.00 Federal Grant Number.** If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

DEPARTMENT

Escambia County Board of County  
Commissioners

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

Grover C. Robinson, IV

SIGNATORY (PRINTED OR TYPED)

TITLE

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

Chairman

TITLE

See attached Encumbrance Form for date of  
Funding Approval by Comptroller

ATTEST

Pam Childers  
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title:

Date:

*[Handwritten Signature]*  
8/21/16

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

**MULTI-YEAR CONTRACT**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County.

**PROJECT LOCATION:** Escambia County

**PROJECT DESCRIPTION:** This agreement provides for the Department's participation in the Agency's operational, administrative, and managerial expenses using State Block Grant funds for cost associated with the fixed route transit system. This funding provides 50% of the operating cost of public transportation services in the urbanized area.

**Scope:** Provide public bus transit services to people in urbanized area within the Escambia County operating area in the manner described in the Agency's grant application and performed in accordance with the requirements of the State Public Transit Block Grant Program Procedure 725-030-030 and the provisions of this Agreement.

**Deliverables:** Agency shall demonstrate the rendition of services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required, by the Department including without limitation Agency's total costs of administration, management, and operations directly incident to the provision of public bus transit services (but excluding depreciation or amortization of capital assets). Such invoices shall be submitted at such times as the Department may require.

**Additional Requirements:** Agency shall:

- Submit Project in TransCip along with a letter of request.
- Submit TDP or Annual Progress Report by September 1 in accordance with FAC Rule 14-73 along with the Fare Box Recovery Ratio report.
- Submit NTD Report by way of TransCip after approval by FTA.
- Notwithstanding the provisions of Exhibit "C," submit Performance Measures for approval by the Department by September 15 and publish as indicated in FDOT Procedure 725-030-030, attachment A.
- Submit quarterly reports, including ridership and goals, milestones, through TransCip.
- Relevant pages from the Transportation Improvement Plan ("TIP") for the year funds were allocated submitted to Department.
- Submit final report through TransCip upon completion to include summarization of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project and clearly defines the expenses associated with the project as it relates to the transit system submitted to Department

**SPECIAL CONSIDERATIONS BY AGENCY:** See Exhibit "C".

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project. In accordance with 12.10, Third Party contracts must be approved by the Department.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** See Exhibit "C".

Third Party agreements between the Bay County TPO and First Transit Group, Inc. is here by approved.

**FINANCIAL PROJECT NO. 422257 1 84 01**

**EXHIBIT "B"  
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County Board of County Commissioners**, referenced by the above Financial Project number.

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years are based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner. After all program requirements have been met, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and beginning date when eligible project cost may be incurred through Notification of Grant Award (NOGA). This notification **must** be signed by the agency and returned to the Department.

			<b>FY 14/15</b>
Local Funding (LF)	(50%)		\$ 825,285
Federal Pass through Funding (DU)	( %)		\$
State Funding (DDR/DS)	(50%)		\$ 825,285
		<b>TOTAL</b>	<b>\$1,650,570</b>

It is the intent of the Department to participate in the project to the level of funding encumbered not to exceed 50% of the eligible and allowable non-federal share or whichever is less.

**EXHIBIT "C"**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners.

**REF: Section 341.052 F.S.**

The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed Guide way projects. Eligibility of this Agency to receive grant funding is provided in Sec. 341.052(1) F.S., and Section 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, excluding any depreciation or amortization of capital assets.

Block grant funds shall not exceed local revenue during the term of this agreement.

Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.

Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this agreement.

State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Chapter 341.052 F.S., have been adhered to.

**FORMULA INFORMATION**

As authorized in Section 341.052, Florida Statute the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems' federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantage to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, Florida Statutes. The remaining 85% is divided into three equal portions. Each eligible transit system receives a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total of all three portions is the total available allocation for each eligible transit system in the state.

### **NATIONAL TRANSIT DATA BASE (NTD)**

The Agency shall provide the Department with two (2) copies of its most current adopted budget together with two (2) copies of the NTD report. Unless the adopted budget uses a format consistent with the NTD report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

### **PERFORMANCE MEASURES in accordance with the Florida Statutes 341.041(3) and 341.071**

The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department of Transportation prior to its publication. This report shall be submitted to the Department no later than **September 15** each year, and published either by **November 1**, or no later than twenty eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

### **TRANSIT DEVELOPMENT PLAN (TDP)**

The Agency shall submit a Transit Development Plan (TDP) to the Department by **July 1** each year.

A **TDP** shall comply with the following elements at a minimum.

1. The TDP shall identify and list community goals and policies with respect to transportation and land use in general and specifically to transit service.
2. The TDP shall identify and quantify the community's need for transit service using demographic, social economic, land use, transportation, and transit data as appropriate. There shall be an opportunity for the public to express the need for transit service improvements, such as but not limited to, Citizens Advisory Committees and workshops.
3. The TDP shall include an analysis of the service currently provided in the community by public and private transit service providers in terms of quality and quantity of service. The TDP shall present an analysis of any variation between the need identified and the service provided and present alternative methods of addressing any deficiencies (and the costs and benefits of each.) The process for selecting an alternative method implementation shall include an opportunity for public participation.
4. The TDP shall present a five year program for implementing the alternative selected. The five year program shall include: maps indicating areas served and the type and level of service to be provided, a monitoring program to track performance measures, a five year financial plan listing operating and capital expenses and anticipated revenues by source, and, a list of projects or services for which funding has not been identified. The last three years of the program may be presented with less detail than the first two years.
5. The TDP shall not be in conflict with the approved local government comprehensive plan and the comprehensive (long range) transportation plan.
6. The TDP is to be reviewed, revised as necessary, and adopted annually and submitted to the Department by July 1 of each year. The annual review and revision may be limited to refinements and extensions of the five year program. Major updates, to be completed every third year, shall include all elements of a TDP as defined herein.

**Mark the required Safety submittal or provisions for this agreement if applicable.**

**Safety Requirements**

X Bus Transit System - In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

\_\_\_\_\_ Fixed Guide way System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

\_\_\_\_\_ Fixed Guide way System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

**Other items may be added as required.**

**FEDERAL RESOURCES**

**Federal Agency Amount**                      **Catalog of Federal Domestic Assistance (Number & Title)**

**Compliance Requirements**

- 1.
- 2.
- 3.

**STATE RESOURCES**

**State Agency Amount**                      **Catalog of State Financial Assistance (Number & Title)**  
\$825,285    55010

**Compliance Requirements**

1. See Attachment 1
2. See Exhibit C
- 3.

**Matching Resources for Federal Programs**

**Federal Agency Amount**                      **Catalog of Federal Domestic Assistance (Number & Title)**

**Compliance Requirements**

- 1.
- 2.
- 3.

***NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.***

## ATTACHMENT 1

**Program Objectives:**

The Public Transit Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transit. Block grant funds are to be used for eligible capital and operating costs of public transportation providers and transit service development and transit corridor projects. (FDOT Procedure Topic Number 725-030-030-f)

**Program Procedures:**

Public Transit Block Grant Program funds are to be awarded to those public transit providers eligible to receive funding from the Federal Transit Administration's Section 5307 and 5311 programs and to Community Transportation Coordinators (CTC). A CTC is a transportation entity so designated by the Florida Commission for the Transportation Disadvantaged (CTD) as provided for in Chapter 427, Florida Statutes, to serve the transportation disadvantaged population within a designated service area. The FDOT will distribute 85 percent of the funds to Section 5307 providers and to Section 5311 providers who are not CTC as defined in this procedure. The CTD will distribute 15 percent of the funds to CTCs according to their own procedures. (FDOT Procedure Topic Number 725-030-030-f, Section 1.1)

Federal Transit Administration's Section 5307 Program funds may be granted to public agencies in urbanized areas with a population of 50,000 or more. Such an agency becomes eligible to receive block grant funds when the annual element of its Transportation Improvement Program contains a block grant project. (FDOT Procedure Topic Number 725-030-030-f)

Federal Transit Administration's Section 5311 Program funds may be granted for the purpose of providing public transportation outside the urbanized area. (FDOT Procedure Topic Number 725-030-030-f)

**Compliance Requirement:**

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

**Activities Allowed:**

Block grant funds may be used for eligible capital and operating costs of public transit providers. Funds may also be used for transit service development and transit corridor projects. Projects shall be consistent with applicable approved local government comprehensive plans. Local tax revenue made available for operating costs shall not be supplanted by block grant funds. (FDOT Procedure Topic Number 725-030-030-f, Section 1.2 and 1.3)

All projects must be consistent, to the maximum extent feasible, with the approved local government comprehensive plans of the units of local government in which the project is located. (Section 341.052(2),(c), Florida Statutes)

If an audit reveals that an eligible provider expended block grant funds on unauthorized uses, the provider must repay to FDOT an amount equal to funds expended for unauthorized uses. (Section 341.052(7),(c), Florida Statutes)

**Allowable Costs:**

Cost for which public transit block grant program funds may be expended include:

- 1) Cost of public bus transit and local public fixed guideway capital projects.
- 2) Costs of public bus transit service development and transit corridor projects. Whenever block grant funds are used for a service development project or a transit corridor project, the use of such funds is governed by Section 341.051, Florida Statutes. Local transit service development projects and transit corridor projects currently operating under contract with FDOT shall continue to receive state funds according to the contract until such time as the contract expires. Transit corridor projects, wholly within one county, meeting or exceeding performance criteria as described in the contract shall be continued by the transit provider at the same or higher level of service until such time as FDOT, the Metropolitan Planning Organization and the service provider agree to discontinue the service. The provider may not increase fare for service in transit corridor projects wholly within one county without the consent of FDOT.
- 3) Cost of public bus transit operations. (Section 341.052(2), Florida Statutes)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10849**

**County Administrator's Report 10. 43.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Joint Participation Agreement (JPA) Number 4222601-84-01, Providing Fiscal Year 2016-2017 Urban Corridor Grant Funding to Escambia County Area Transit

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Joint Participation Agreement, Providing Fiscal Year 2016-2017 Urban Corridor Grant Funding to Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the Public Transportation Joint Participation Agreement (JPA) Number 4222601-84-01:

- A. Approve JPA Number 4222601-84-01, providing for Florida Department of Transportation (FDOT) participation in the amount of \$420,000 of Fiscal Year 2016-2017 Urban Corridor Grant funding to Escambia County Area Transit (ECAT);
- B. Adopt the Resolution authorizing the acceptance and application of these funds; and
- C. Authorize the Chairman to execute the Resolution, JPA Notification of Funding, and all other required documents pertaining to this JPA, without further action of the Board.

The Davis Highway north-south corridor is considered to be one of the most traffic-congested corridors in the Pensacola area; therefore, FDOT has agreed to continue to provide funding for this urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion.

Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

[Funding: There will be no additional costs to the County with this JPA. This JPA requires no match]

**BACKGROUND:**

The Davis Highway north-south corridor is considered to be one of the most traffic-congested corridors in the Pensacola area; therefore, FDOT has agreed to continue to provide funding for this urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion.

Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

**BUDGETARY IMPACT:**

There will be no additional costs to the County with this JPA. This JPA requires no County match.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolutions and JPA as to form and legal sufficiency.

**PERSONNEL:**

No additional personnel will be required by ECAT.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This is based on the Board of County Commissioners Comprehensive Plan - Mobility Element, February 2015.

**IMPLEMENTATION/COORDINATION:**

ECAT staff will continue to coordinate with Florida Department of Transportation staff to complete all implementation requirements.

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**Attachments**

JPA and Resolution

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RESOLUTION R2016-\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

**WHEREAS**, the Florida Department of Transportation has indicated a willingness to participate in a Joint Participation Agreement (Project Number 4222601-84-01) providing \$420,000.00 in Urban Corridor funds for transit operating assistance associated with Escambia County Area Transit's Urban Corridor Project on the Davis Highway route included in the Escambia County Mass Transit Operations Budget for FY16/17.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the above stated recitals are true and correct and incorporated herein by reference.

**SECTION 2.** That the Board of County Commissioners approves the Joint Participation Agreement (Project Number 4222601-84-01) between the Florida Department of Transportation and Escambia County providing Urban Corridor funds for transit operating assistance associated with Escambia County Area Transit's Urban Corridor Project on the Davis Highway route included in the Escambia County Mass Transit Operations Budget for FY16/17.

**SECTION 3.** That the Board hereby authorizes the Chairman to sign the Agreement.

**SECTION 4.** That this Resolution shall take effect up adoption by the Board of County Commissioners.

ADOPTED THIS \_\_\_\_\_ DAY OF SEPTEMBER, 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk (seal)

Approved as to form and legal  
sufficiency.

By/Title: John A. ACH  
Date: 8/29/16

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 4222601 84 01	Fund: <u>DDR</u> Function: <u>680</u> Federal Number: _____	FLAIR Category: <u>088774</u> Object Code: <u>751000</u> Org. Code: <u>55032020329</u>
Contract Number: _____	DUNS Number: <u>80-939-7102</u>	Vendor No.: <u>F596000598007</u>
CFDA Number: _____	Agency DUNS No. <u>07-507-9673</u>	CSFA Number: <u>55013</u>
CFDA Title: _____		CSFA Title: <u>Transit Urban Corridor</u>

THIS JOINT PARTICIPATION AGREEMENT ("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, ("Department"), and Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola, Fl 32502 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before December 30, 2017 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said 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 Chapter 341.051, 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 to provide transit funding for Urban Corridor project on Davis Highway, SR 291, in Pensacola, Florida.

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**1.10 Exhibits.** A,B,C, &D are attached and incorporated into this Agreement.

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**2.00 Accomplishment of the Project:**

**2.10 General Requirements.** The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law.** 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, 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.

**2.30 Funds of the Agency.** 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.

**2.40 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 may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

**3.00 Total Project Cost.** The total estimated cost of the Project is \$420,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

**4.00 Project Costs Participation and Eligibility:**

**4.10 Department Participation.** The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$420,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.11 Agency Participation (Non-State Sources).** The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$0.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

**4.12 Federal Awards.** The Agency, a non-federal entity,  is  is not a recipient of a federal award, as detailed in Exhibit "B."

**4.20 Project Cost Eligibility.** Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

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**4.30 Front End Funding.** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

**5.00 Project Budget and Payment Provisions:**

**5.10 The Project Budget.** 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, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. 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.

**5.20 Payment Provisions.** Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.00 Accounting Records:**

**6.10 Establishment and Maintenance of Accounting Records.** The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after 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 sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.20 Costs Incurred for the Project.** The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

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**6.30 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.

**6.40 Checks, Orders, and Vouchers.** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**6.50 Audits.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**1. Federal Funded**

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit A,B,C, &D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**2. State Funded**

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A,B,C, &D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and

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elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**6.60 Insurance.** Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

**7.00 Requisitions and Payments:**

**7.10 Action by the Agency.** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90, Chipley, FL, 32428, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11 Deliverables.** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12 Invoices.** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13 Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

**7.14 Travel Expenses.** Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor *Travel Form No. 300-000-06*. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

**7.15 Property Acquisition.** For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**7.20 The Department's Obligations.** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

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- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any 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;
- c) 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 expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**7.30 Disallowed Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

**7.40 Payment Offset.** 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 public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally.** If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, 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 any or all of its obligations under this Agreement.

**8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) 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 the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget 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 budget within a reasonable time. The approval of a remittance by the Agency or 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.

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**8.12 Access to Documents and Materials.** The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

**9.00 Audit and Inspection.** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

**10.00 Contracts of the Agency:**

**10.10 Third Party Agreements.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). 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. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

**10.20 Procurement of Personal Property and Services:**

**10.21 Compliance with Consultants' Competitive Negotiation Act.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

**10.22 Procurement of Commodities or Contractual Services.** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

**10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBE's, as defined in 49 CFR 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

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with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**10.40 Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

**11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 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, creed, color, sex or national origin. 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, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for 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.

**11.20 Title VI - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**11.30 Title VIII - Civil Rights Act of 1968.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**11.50 Prohibited Interests.** The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the

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Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**11.60 Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations.** Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**12.20 Department Not Obligated to Third Parties.** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**12.30 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.

**12.40 Severability.** 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.

**12.50 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.

**12.60 State or Territorial Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that 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.

**12.70 Use and Maintenance of Project Facilities and Equipment.** The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

**12.71 Property Records.** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

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**12.80 Disposal of Project Facilities or Equipment.** If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

**12.90 Contractual Indemnity.** To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**13.00 Plans and Specifications.** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 Project Completion, Agency Certification.** The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

**15.00 Appropriation of Funds:**

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**15.10 Contingency of Payment.** The State of Florida'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.

**15.20 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 (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that 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."

**16.00 Expiration of Agreement.** The Agency agrees to complete the Project on or before December 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**16.10 Final Invoice.** The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

**17.00 Agreement Format.** All words used in this Agreement 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.

**18.00 Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**19.00 Restrictions on Lobbying:**

**19.10 Federal.** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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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 of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**19.20 State.** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**20.00 Vendors Rights.** The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that 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 DFS. 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.

**21.00 Restrictions, Prohibits, Controls, and Labor Provisions.** During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) 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.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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- c) 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.
- d) 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 two (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.

**23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:**

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 contractor or subcontractor during the Agreement term.

**24.00 Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.00 Maintenance of Project.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

**26.00 Federal Grant Number.** If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

DEPARTMENT

Escambia County Board of County  
Commissioners

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

Grover C. Robinson, IV

SIGNATORY (PRINTED OR TYPED)

TITLE

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

Chairman

TITLE

See attached Encumbrance Form for date of  
Funding Approval by Comptroller

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

BY: \_\_\_\_\_  
DEPUTY CLERK

Approved as to form and legal  
sufficiency.

By/Title: K. H. [Signature]  
Date: 8/24/16

**EXHIBIT "A"**

***PROJECT DESCRIPTION AND RESPONSIBILITIES***

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County Board of County Commissioners.**

**PROJECT LOCATION:** Escambia County

**PROJECT DESCRIPTION/SCOPE:** To provide operational funding for increased transit fixed route service on Davis Highway, SR291, urban corridor, to reduce congestion. This funding provides 100% of the operating cost of public transportation services associated with the urban corridor as identified in the Congestion Management Plan.

**Deliverables:** Agency shall demonstrate the establishment, development and operation of the services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required, by the Department including without limitation Agency's Eligible Net Operating/Capital Costs (as defined in FDOT Procedure No. 725-030-003) . Such invoices shall be submitted at such times as the Department may require.

**Additional Requirement:**

- Project must be submitted in TransCip
- Annual Technical Advisory Group meeting in accordance with Procedure 725-030-003
- Quarterly reports, including ridership and goals, milestones, are to be submitted through TransCip.
- Relevant pages from the TDP and Congestion Management System/Mobility Plan
- Final report to be submitted through TransCip upon completion to include summarizing of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project, clearly defines the expenses associated with the project as it relates to the Corridor funding.

**SPECIAL CONSIDERATIONS BY AGENCY:** See Exhibit "C".

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project.

In accordance with 12.10, Third Party contracts must be approved by the Department.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** See Exhibit "C".

Third Party agreement between Escambia County Board of County Commissioners and First Transit, Inc. is hereby approved.

**FINANCIAL PROJECT NO. 4222601 1 84 01**

**EXHIBIT "B"  
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the **State of Florida, Department of Transportation and Escambia County.**

**PROJECT ESTIMATED AND PROGRAMMED BUDGET:**

I. PROJECT COST: \$ 420,000

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TOTAL PROJECT COST: \$ 420,000

II. PARTICIPATION:

**Maximum Federal Participation**

FTA, FAA ( %) or \$

**Agency Participation**

In-Kind ( %) \$

Cash Local ( %) \$

Other Fare Box \$

Other \$

**Maximum Department Participation State or**

**(DS)(DDR) (100%) \$420.00**

Federal Reimbursable (DU)(FRA)(DFTA)( %) or \$

Local Reimbursable (DL) ( %) or \$

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TOTAL PROJECT COST \$ 420,000

**FINANCIAL PROJECT NO. 4222601 84 01**

***EXHIBIT "C"***

**This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County**

**The requirements listed in this exhibit apply to projects funded under the authority given in *Florida Statutes, 341.051*.**

**Must meet the requirements set forth in the Department Procedure 725-030-003**

**All submittals required by the Articles of this Agreement with further explanation on the following:**

**In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan and System Security Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.**

**EXHIBIT D      FINANCIAL PROJECT NO. 4222601 84 01**

**FEDERAL RESOURCES**

**Federal Agency Amount**

**Catalog of Federal Domestic Assistance (Number & Title)**

**Compliance Requirements**

- 1.
- 2.
- 3.

**STATE RESOURCES**

**State Agency Amount**  
\$420,000.00

**Catalog of State Financial Assistance (Number & Title)**  
55013

**Compliance Requirements**

1. See Attachment 1
2. See Exhibit D
- 3.

**Matching Resources for Federal Programs**

**Federal Agency Amount**

**Catalog of Federal Domestic Assistance (Number & Title)**

**Compliance Requirements**

- 1.
- 2.
- 3.

***NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.***

## ***Attachment 1***

To fund the most cost-effective method of relieving congestion and improving capacity within the identified corridor. As funding allows, this program will consider improvements on facilities designed to prevent them from becoming constrained.  
(Procedure Topic 725-030-003-e, GENERAL)

### **Program Procedures:**

Department participation shall be based on documentation provided by the Department that the project is the most cost-effective method of relieving congestion and improving capacity within the identified corridor. As funding allows, this program will consider improvement on facilities designed to prevent them from becoming constrained. Priority for funding of projects will be given to existing projects currently meeting the goals and objectives set by the department. (Procedure Topic 725-030-003-e, GENERAL)

### **Compliance Requirement:**

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

### **Activities Allowed:**

Services necessary to plan and execute a transit corridor project include, but are not limited to:

- 1) development of Transit Corridor Plans;
- 2) design and construction or installation oversight of project facilities and improvements;
- 3) providing guidance and administrative support to the Technical Advisory Group during planning and implementation of the project; and
- 4) development of marketing and public relations activities.

Capital acquisition and investments based on study findings and as agreed to by the project Technical Advisory Group, including but not limited to:

- 1) rolling stock such as buses, vans, light rail vehicles and other high occupancy vehicles;
- 2) purchase of land for installation of project facilities and right of way for transportation corridor improvements;
- 3) construction and installation of facilities, such as Park and Ride lots, shelters and stations; and
- 4) transportation corridor improvements such as turn lanes, traffic controls, and exclusive lanes or facilities for high occupancy vehicles.

Operational costs including but not limited to:

- 1) pre-service preparation;
- 2) services operating deficits;
- 3) marketing and public relations;
- 4) project administration;
- 5) security and traffic control;
- 6) equipment and project leases, including appraisals;
- 7) commuter transportation services;
- 8) carpool and vanpool activities; and
- 9) other Transportation Demand Management strategies targeting employers along the corridor or legitimate costs deemed appropriate by the district office. (Department Procedure Topic Number 725-030-003(1))



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10917** **County Administrator's Report** **10. 44.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Economic Development Transportation Project Fund Agreement (EDTPFA) - Transportation Improvements

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Economic Development Transportation Project Fund Agreement - Transportation Improvements on County Road 184 (Muscogee Road) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning an Economic Development Transportation Project Fund Agreement (EDTPFA) with the State of Florida Department of Transportation (FDOT) for funding not to exceed \$1,674,000, for the transportation improvements on County Road (CR) 184 (Muscogee Road) in Escambia County:

- A. Approve the State of Florida, Department of Transportation Economic Development Transportation Project Fund Agreement (EDTPFA) (Off-System) for transportation improvements on CR 184 (Muscogee Road) in Escambia County;
- B. Adopt a Resolution authorizing the execution of the EDTPFA; and
- C. Authorize the Chairman to sign the EDTPFA, the Resolution, and any other document related to this EDTPFA Project.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the EDTPFA]

**BACKGROUND:**

These Economic Development Transportation funds, appropriated by the Florida Legislature in Fiscal Year 2016-17 General Appropriations Act, Chapter 2016-66, Laws of Florida, provides the Agency with an appropriation of \$1,674,000 from the amount in Specific Appropriation 1906.

The project consists of the construction of transportation facility improvements on CR 184 (Muscogee Road) in Escambia County, and will provide improvements to the

Muscogee Road Freight Corridor between Beulah Road and Carlisle Drive.

A separate EDTPFA is in effect for improvements to Muscogee Road between CR 297A and US 29 and to US 29 between Morris Avenue and Tree Street.

Escambia County has agreed by Resolution to accept future maintenance and other attendant costs occurring after completion of the project for the portion of the project on the county's system.

**BUDGETARY IMPACT:**

A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the EDTPFA.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the EDTPFA as to form and legal sufficiency. Please note that any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida Law.

**PERSONNEL:**

No new personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval of all Agreements.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval of this Recommendation, the Chairman will need to sign two original copies of the EDTPFA. The Clerk's Office will then need to certify two copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations (TTO) staff will forward the two signed Agreements and the certified copies of the Resolution to FDOT for final signatures and for their files.

TTO staff will continue to coordinate this project with FDOT and the Purchasing Department for procurement of a contractor. Engineering staff will coordinate the project management.

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**Attachments**

Agreement

Resolution

Location Map

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**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
ECONOMIC DEVELOPMENT TRANSPORTATION  
PROJECT FUND AGREEMENT  
(OFF-SYSTEM SPECIFIC APPROPRIATIONS)**

This Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriation) ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the State of Florida, Department of Transportation ("FDOT" or "Department") and Escambia County Board of County Commissioners ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

A. The Fiscal Year 2016-17 General Appropriations Act, Chapter 2016-66, Laws of Florida, provides the Agency with an appropriation of \$ 1,674,000.00 from the amount in Specific Appropriation 1906, Economic Development Transportation Projects for Muscogee Road Freight Corridor Improvements - Escambia.

B. This Agreement provides conditions necessary for the release of the funds appropriated to the Agency by Chapter 2016-66, Laws of Florida. The transportation project is further described in **Exhibit "A"**, attached and incorporated in this Agreement ("Project").

C. The Agency is prepared to complete the Project at an estimated total cost of \$ 1,674,000.00.

D. FDOT is prepared to provide \$ 1,674,000.00 under Financial Project Number 437039-2-54-01 toward the total cost of the Project as set forth in Section 6.0 of the Agreement and the Schedule of Funding in **Exhibit "B"**, which is attached and incorporated in this Agreement.

E. The Agency by Resolution No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached as **Exhibit "C"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

## AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**1.0 RECITALS:** The recitals above are true and correct and are made a part of this Agreement.

**2.0 TERM:** The term of this Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2017, unless terminated at an earlier date as provided in this Agreement. If the Project is not completed within the time period allotted, 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 FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

**3.0 COMMENCEMENT:** Unless terminated earlier, work on the Project shall commence no later than: the 2 day of January, 2017 or within 14 days of the issuance of the Notice to Proceed for the construction phase of the Project, whichever date is earlier (“Commencement Date”), and shall be completed on or before October 31, 2017. FDOT shall have the immediate option to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If construction of the transportation Project does not commence within four (4) years of the date Chapter 2016-66, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

**4.0 PROJECT DESCRIPTION:** The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Management Number 437039-2-54-01, and the quantifiable, measurable and verifiable units of deliverables are described more fully in **Exhibit “A”** which is incorporated in this Agreement.

**5.0 NOTICES AND APPROVALS:** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**FDOT:**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
DISTRICT THREE ECONOMIC DEVELOPMENT TRANSPORTATION  
PROJECT FUND COORDINATOR  
DUSTIN CASTELLS  
1074 HIGHWAY 90, CHIPLEY FLORIDA 32428  
DUSTIN.CASTELLS@DOT.STATE.FL.US  
PHONE: (850) 330-1227  
FAX: (850) 330-1130

**AGENCY:**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTENTION: COLBY BROWN, P.E., DEPUTY DIRECTOR  
ESCAMBIA COUNTY PUBLIC WORK OFFICE  
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505  
PHONE: (850) 595-3404  
FAX: (850) 5953405

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**6.0 RELEASE OF FUNDS:** Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "C"**;

(b) The Agency shall certify to FDOT that the Agency's design consultant and/or construction contractor has secured the necessary permits. If the Agency fails to provide such certification to FDOT by January 30, 2017, FDOT may, at its discretion, terminate this Agreement;

(c) The Agency shall invoice FDOT quarterly for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Paragraph 4.0 above and **Exhibit "A"**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(d) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit "A"** has been met;

(e) FDOT will pay to the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency's consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant's or contractor's invoice(s), to substantiate the cost on the invoice. Each quarterly invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous quarterly costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(f) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(g) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained; and

(h) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to a contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

(i) 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 FDOT shall not be considered eligible 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.

(j) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

(k) If, after Project completion, any claim is made by FDOT resulting from an audit or for work or services performed pursuant to this Agreement, FDOT 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 FDOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by FDOT.

(l) 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.

**6.1 TRANSFER OF FUNDS:**

Entities providing goods and services to FDOT should be aware of the following time frames. Upon receipt of the invoice, FDOT has 20 days to inspect and approve the goods and services. FDOT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that 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 FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable

performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.2 USE OF FUNDS:** Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any landscaping, mitigation planting, water and sewer lines, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit "B"**, is attached and incorporated in this Agreement.

**6.3 ASSURANCES:** As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all cost overruns on the Project.

**6.4 PROHIBITION OF LOCAL PREFERENCES IN PROCUREMENT OF CONSTRUCTION SERVICES:** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

**7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:**

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Agency.

(b) The Agency understands that it is responsible for the preparation of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project using the Agency's normal procurement procedures to perform the design services for the Project.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to FDOT's Construction Project Manager prior to commencing construction of the Project.

(e) The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project.

(f) Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, **Dustin Castells**, at **(850) 330-1227** or from an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(g) The Agency shall hire a qualified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2010 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(h) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(i) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.

(j) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "D"**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(k) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project.

(l) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement.

**8.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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 Chapter 339.135(6)(a), F.S., are incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that 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 dollars and which have a term for a period of more than 1 year."

**9.0 TERMINATION OF AGREEMENT:** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 11.0 of this Agreement within thirty (30) days of the termination of this Agreement. If the Agreement is terminated before performance is completed,

the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the FDOT right-of-way will become the property of the FDOT and will be turned over promptly by the Agency.

**9.1 TERMINATION REPORT:** Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; and (ii) the balance of any unexpended Project funds.

**10.0 EXPENDITURES IN VIOLATION OF AGREEMENT:** Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

**11.0 LEGAL REQUIREMENTS:**

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

**12.0 PUBLIC ENTITY CRIME:** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**12.1 NON-RESPONSIBLE CONTRACTORS:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT 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.

**13.0 UNAUTHORIZED ALIENS:** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**14.0 NON-DISCRIMINATION:** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

**15.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

**16.0 TRAVEL:** There shall be no reimbursement for travel expenses under this Agreement.

**17.0 PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

**18.0 AUDIT AND MONITORING REQUIREMENTS:**

(a) The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do

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 state agency inspector general, the Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "E"**, which is attached and incorporated into this Agreement, indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate

entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**19.0 LOBBYING:** Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**20.0 MINORITY VENDORS:** The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

**21.0 INDEMNITY AND INSURANCE:**

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction, as amended.

(c) The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

**22.0 MODIFICATION OF AGREEMENT:** In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the option to terminate this Agreement.

**23.0 E-VERIFY:** The Agency:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

(b) 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.

**24.0 INSPECTOR GENERAL:** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.0 NON-ASSIGNMENT:** The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior

written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**26.0 ENTIRE AGREEMENT:** This instrument embodies the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

**27.0 DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By: \_\_\_\_\_

Print Name: James T. Barfield, P.E.

Title: District Three Secretary

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_

See attached Encumbrance Form for date of funding approval by Comptroller

AGENCY

Board of County Commissioners  
Escambia County, Florida

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Attest: Pam Childers,  
Clerk of the Circuit Court

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

As approved by the Board on:

\_\_\_\_\_

Legal Review: [Signature]  
County Attorney

9/1/16

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**Financial Management Number: 437039-2-54-01**

CR 184 Muscogee Road – Phase II

This project will consist of a full reconstruction along County Road 184 (Muscogee Road) from the Beulah Road to Carlisle Drive. The total project length is approximately 5,340 feet. The work will include removing 3' vertical across the entire section (east side of Beulah Road to Carlisle Drive). The new road will have two 12' lanes with 5' paved shoulders. The section will have 3" of Superpave Asphalt 12.5, 8" graded aggregate base (or 4.5" asphalt base), 12" stabilized subgrade, and 12" of fill. In addition to reconstruction, the intersection at River Annex Road and Beulah Road will be resurfaced. Signs and pavement markings will be included with this project. The drainage improvements consist of installation of grassed ditches, driveway culverts with mitered ends, extending the culvert under Muscogee and adding end walls to meet clear zone requirements, and re-grading existing ditches at end of project connection points. Relocation of an existing 10" PVC water line will be required over a portion of the project to allow for excavation and construction activities.



**EXHIBIT "C"**  
**AGENCY RESOLUTION**

**EXHIBIT "D"**

**NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE**

**NOTICE OF COMPLETION**

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

PROJECT DESCRIPTION: **CR 184 Muscogee Road Widening & Resurfacing**

FINANCIAL MANAGEMENT ID# **437039-2-54-01**

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT “E”

### STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

**STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** ECONOMIC DEVELOPMENT TRANSPORTATION PROJECTS – ROAD FUND  
**CSFA Number:** 55.032  
**\*Award Amount:** \$1,674,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.032 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.032 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NUMBER R2016-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (OFF-SYSTEM) FOR THE CONSTRUCTION OF TRANSPORTATION FACILITY IMPROVEMENTS FOR THE MUSCOGEE ROAD FREIGHT CORRIDOR; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter referred to as "FDOT") and Escambia County (hereinafter referred to as "County") have agreed to enter into an Economic Development Transportation Project Fund Agreement (Off-System), Financial Management No. 437039-2-54-01 (hereinafter referred to as the "Agreement") relating to the construction of transportation facility improvements for the Muscogee Road Freight Corridor along CR 184 from Beulah Road to Carlisle Drive (hereinafter referred to as "Project"); and

**WHEREAS**, FDOT has determined that the Project is necessary to facilitate the economic development and growth of the State of Florida; and

**WHEREAS**, accordingly, FDOT has agreed to provide a grant in the amount of \$1,674,000.00 toward the total cost of construction of the Project, as more fully described in the Agreement; and

**WHEREAS**, the County shall be responsible for any additional costs necessary to complete the Project; and

**WHEREAS**, the County shall accept future maintenance and other attendant costs occurring after completion of the Project for that portion of the Project on the County's system.

**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 County staff to coordinate and cooperate with the FDOT to implement the Project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the Agreement between the State of Florida, Department of Transportation and the Escambia County Board of County Commissioners.

**SECTION 5.** That this Resolution shall take effect upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

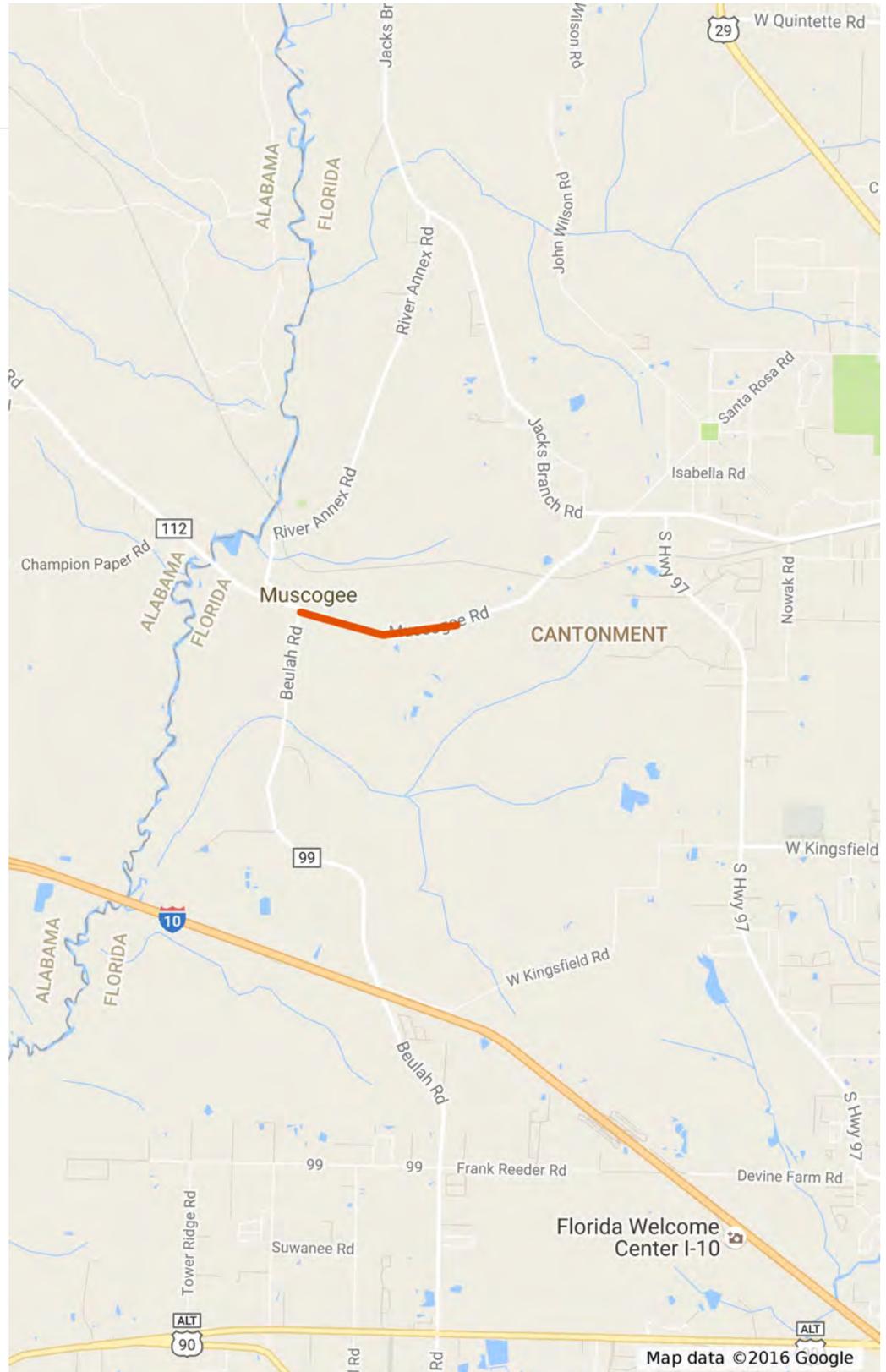
Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 9/17/16

# Muscogee Rd Ph II

Untitled layer

 Ph II Project Limits





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10923**

**County Administrator's Report 10. 45.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Issue Purchase Orders on Contract PD 14-15.064 - General Paving and Drainage Agreement

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Issuance of Purchase Orders on Contract PD 14-15.064 - General Paving and Drainage Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve the Issuance of a Purchase Order to Roads, Inc. of NWF, in the amount of \$170,355.80, on Contract PD 14-15.064 - General Paving and Drainage Agreement, for the Prieto Drive Sidewalk Project (Project #08EN0228);

B. Approve the Issuance of a Purchase Order to Panhandle Grading and Paving, Inc., in the amount of \$256,639.51, on Contract PD 14-15.064 - General Paving and Drainage Agreement, for the Doug Ford Drive Right Lane and Acceleration Lanes Project (Project #14EN2661 \$204,948.00, Project #12EN1738 \$51,691.51); and

C. Approve the issuance of a Purchase Order to Chavers Construction, in the amount of \$307,531.32, on Contract PD 14-15.064 - General Paving and Drainage Agreement, for the Idlewood Drive FEMA Repairs Project (Project #ESDPW29).

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, and Fund 112, "Disaster Recovery Fund", Cost Center 330493, Object Code 54612/56301]

**BACKGROUND:**

A. Purchase Order will be issued on Contract PD 14-15.064 - General Paving and Drainage Agreement to Roads, Inc. of NWF, for the Prieto Drive Sidewalk Project. This project is to construct approximately 1,200 LF of new sidewalk on Prieto Drive between Chief's Way and Redwood Circle. The project also includes, but is not limited to removing and replacing county layback curb, reconstructing driveways, installing a

pedestrian handrail along the sidewalk, installing crosswalks and curb ramps, and resurfacing the intersection at Prieto Drive and Twin Oaks Drive. The contract time for this project will be 90 days. The total cost of this project is \$170,355.80.

B. Purchase Order will be issued on Contract PD 14-15.064 - General Paving and Drainage Agreement to Panhandle Grading and Paving, Inc, for the Doug Ford Drive Project. This project will construct a right turn lane and an acceleration lane on Doug Ford Drive at Sorrento Road. The contract time for this project will be 180 days. The total cost of this project is \$256,639.51.

C. Purchase Order will be issued on Contract PD 14-15.064 - General Paving and Drainage Agreement to Chavers Construction for the construction of the Idlewood Drive FEMA Repairs Project. The County facility at 3701 Idlewood Drive was damaged beyond repair during the April 2014 storm event. This FEMA project will involve two work sites; the first at the end of Green Street and the second in the County's existing drainage easement along the eastern ten feet of the property located at 3701 Idlewood Drive. Components of the FEMA repair work include construction of a concrete flume at the end of Green Street to redirect runoff, removal and replacement of the existing storm water filtration system with a new sediment control structure, removal and replacement of the energy dissipater at the outlet, removal of sediment deposited by the April 2014 storm event, and redressing the site to pre-storm conditions. The contract time for this project will be 180 days. The total cost of this project is \$307,531.32. This will be submitted to FEMA for reimbursement.

**BUDGETARY IMPACT:**

Funds are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301 and Fund 112 "Disaster Recovery Fund", Cost Center 330493, Object Code 54612/56301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, requisitions will be transmitted to the Office of Purchasing for processing

Prieto Work Order with Backup

Doug Ford Work Order with Backup

Idlewood Work Order with Backup

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**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

James Duncan  
cn=James Duncan,  
ou=Engineering, ou=Public  
Works,  
email=jeduncan@myscamb  
ia.com, c=US  
2016.08.26 10:05:36 -0500

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Prieto Drive Sidewalk  
 Project ID: ENG1929  
 Location: District 2; between Chiefs Way and Redwood Circle  
 Project Manager: Nick Chauvin  
 Date: 8/23/2016

*Nick Chauvin*  
 Digitally signed by Nicolas Chauvin  
 DN: cn=Nicolas Chauvin, o=Public Works  
 Department - Engineering Division,  
 ou=Escambia County Board of County  
 Commissioners,  
 email=Nick\_Chauvin@myscambia.com, c=US  
 Date: 2016.08.23 15:38:24 -0500

*Wesley J. Moreno*  
 Wesley J. Moreno  
 cn=Wesley J. Moreno, o=Public Works,  
 email=wjmoreno@myscambia.com, c=US  
 2016.08.26 11:18:23 -0500  
 Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

RFF requesting funds of \$170,355.80 to Roads, Inc. to construct approximately 1,200 LF of new sidewalk on Prieto Drive between Chiefs Way and Redwood Circle. The project includes but is not limited to removing and replacing county lay back curb, reconstruction of driveways, installing a pedestrian handrail along the sidewalk, installing crosswalks and curb ramps, and resurfacing the intersection at Prieto Drive and Twin Oaks Drive. The contract time for this project will be 90 days.

Attached backup documentation 6 page (s).  
 RFF/NTP Start Date 9/23/2016 or Upon Issuance of Notice to Proceed  
 Time shall be increased/decreased by 90 calendar days.  
12/22/2016 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD		Contractor		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD		Consultant		
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	<u>14-15.064. 9T</u>	Contractor	<u>Roads, Inc.</u>	\$ <u>170,355.80</u>
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD		Contractor		
Funds for				
<b>New Balance of CIP Project</b>			\$ -	\$ <u>170,355.80</u>

**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: 8/23/2016
- 2.) Project name: Prieto Drive Sidewalk
- 3.) Contract No: 14-15.064 9T
- 4.) Description of Services to be Performed:  
**RFF requesting funds of \$170,355.80 to Roads, Inc. to construct approximately 1,200 LF of new sidewalk on Prieto Drive between Chiefs Way and Redwood Circle. The project includes but is not limited to removing and replacing county lay back curb, reconstruction of driveways, installing a pedestrian handrail along the sidewalk, installing crosswalks and curb ramps, and resurfacing the intersection at Prieto Drive and Twin Oaks Drive. The contract time for this project will be 90 days.**
- 5.) Negotiated Cost of Construction: \$ \$ 170,355.80
- 6.) Location Work is to be Performed:

**District 2; between Chiefs Way and Redwood Circle**

- 7.) Period of Time Services are to be Accomplished:  
Starting Date of Work: 9/23/2016 or Upon Issuance of Notice to Proceed  
Days to Complete 90  
Completion Date of Work 12/22/2016

Schedule for Work Requested and Received

  
Digitally signed by Nicolas Chauvin  
DN: cn=Nicolas Chauvin, o=Public Works Department - Engineering  
Division, ou=Escambia County Board of County Commissioners,  
email=Nick\_Chauvin@myescambia.com, c=US  
Date: 2016.08.25 15:37:40 -05'00'

Project Manager

Date: 8-25-16

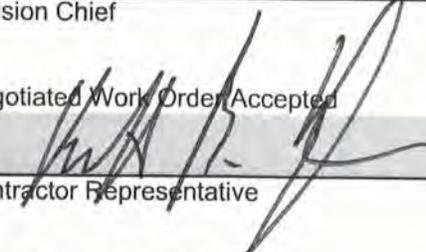
Work Order Approved

  
Wesley J. Moreno  
cn=Wesley J. Moreno, o, ou=Public Works,  
email=wjmoreno@myescambia.com, c=US  
2016.08.26 11:19:13 -05'00'

Division Chief

Date: \_\_\_\_\_

Negotiated Work Order Accepted



Contractor Representative

Date: 8-23-16

Work Order Completed

\_\_\_\_\_

Contractor Representative

Date: \_\_\_\_\_

## Nick Chauvin

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**From:** Nick Chauvin  
**Sent:** Monday, August 22, 2016 6:18 PM  
**To:** 'Brett'  
**Cc:** Chase Rawson; 'Rebecca G. Jones'; 'Jake Gibbs'  
**Subject:** RE: Prieto Drive Sidewalk Project

Brett,

You were the only contractor to respond to the request below and your balance of line item total is below 25% of the total cost of the project, therefore you are the winning bidder for this project. I will send a work order for you to sign within the next few days. Thanks!



## Nicolas Chauvin

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

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From: Brett [<mailto:brett@roadsinc.com>]  
Sent: Monday, August 22, 2016 5:34 PM  
To: Nick Chauvin  
Cc: Chase Rawson; Brett  
Subject: RE: Prieto Drive Sidewalk Project

Nick,

See attached and below price for BOL. Roads, Inc. new total for Prieto contract is \$170,016.00. Roads, Inc. will except the job at this price.

Thanks Brett



Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
[brett@roadsinc.com](mailto:brett@roadsinc.com)

---

From: Nick Chauvin [<mailto:NJCHAUVIN@co.escambia.fl.us>]  
Sent: Monday, August 15, 2016 9:55 AM  
To: Brett; Matt Lemon; Tom Dulaney; [elimiller@jmillierconstruct.com](mailto:elimiller@jmillierconstruct.com); [wallace@panhandlepaving.com](mailto:wallace@panhandlepaving.com)  
Cc: Rebecca G. Jones; Jake Gibbs  
Subject: Prieto Drive Sidewalk Project

Bidders,

You are an eligible bidder on the Prieto Drive Sidewalk Project pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL items:

Galvanized Pipe Rail Secured to Existing Steel Guardrail Posts, Per FDOT Index 400, Sheet 17	312	LF	\$90.00	\$0.00
Install Landscaping to Match Existing (Includes Mulch, Shrubs, Landscaping Bricks/Stones, etc.)	1	LS	\$5,900.00	\$0.00

Keep in mind that the total Balance of Line May not exceed the 25% if the total cost of the project.

Please review the attached and let me know if you would be willing to accept this project if selected as the responsive low bidder. If you do not wish to accept this project please reply to this email as soon as possible and let us know so we can select the responsive low bidder. This project is time sensitive and must be prepared to begin no later than **October 1, 2016** and be completed within **90 calendar days from Notice to Proceed**. A response of acceptance for this project is due no later than **10:00am on August 22, 2016**. Failure to respond by this deadline or no response shall be considered declined and the next responsive low bidder will be contacted. This will help us move forward and keep on track with our schedule for this project. If you have any questions please let me know. Thanks!



## Nicolas Chauvin

ENGINEERING PROJECT COORDINATOR

Board of County Commissioners - Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444

[Nick\\_C Chauvin@myescambia.com](mailto:Nick_C Chauvin@myescambia.com)

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Joy D. Blackmon, P.E.  
Director, County Engineering  
Public Works Department

August 22, 2016

**Re: Prieto Drive Sidewalk Project - Project Acceptance Response Tabulation**

Contractor responses are as follows:

Contractor	Response
Allsouth Construction Services	No Response
J. Miller Construction	No Response
Panhandle Grading & Paving	No Response
Roads, Inc	\$170,355.80





Prieto Drive Sidewalks		PD14-15.064 General Paving and Drainage Pricing Agreement		Allsouth Construction Services		J. Miller Construction		Panhandle Grading & Paving		Roads, Inc. of NWF		
ENG1929		Valid From October 1, 2015 till September 30, 2016										
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
02100	00102	Mobilization, 16 - 30 Miles	1	EA	\$2,475.00	\$2,475.00	\$2,670.00	\$2,670.00	\$3,350.00	\$3,350.00	\$1,800.00	\$1,800.00
03100	00102	Cleaning and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 230	1875	EA	\$3.05	\$5,718.75	\$2.45	\$4,593.75	\$2.00	\$3,750.00	\$2.00	\$3,750.00
03100	00106	Remove Tree, 25'-48"	1	EA	\$585.00	\$585.00	\$1,100.00	\$1,100.00	\$1,900.00	\$1,900.00	\$1,500.00	\$1,500.00
04100	00101	Earthwork Excavation by machine	15	CY	\$6.70	\$100.50	\$6.00	\$90.00	\$5.15	\$77.25	\$5.00	\$75.00
04100	00103	Earthwork Excavate, Haul, and Install, On-site	265	CY	\$9.30	\$2,464.50	\$9.25	\$2,451.25	\$6.35	\$1,682.75	\$4.80	\$1,272.00
04100	00106	3" Top Soil	1725	SY	\$7.55	\$13,023.75	\$2.00	\$3,450.00	\$1.30	\$2,242.50	\$1.39	\$2,397.75
04100	00107	Earthwork Establishing Grade, County Specs 2300	1725	SY	\$1.95	\$3,363.75	\$2.00	\$3,450.00	\$1.10	\$1,897.50	\$1.49	\$2,570.25
04100	00109	Remove and Replace Unsuitable Materials	200	CY	\$16.75	\$3,350.00	\$15.00	\$3,000.00	\$14.50	\$2,900.00	\$14.00	\$2,800.00
04100	00110	Final grading and seal rolling prior to paving	130	SY	\$1.50	\$195.00	\$1.50	\$195.00	\$0.75	\$97.50	\$0.88	\$114.40
05200	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	106	SY	\$9.50	\$1,007.00	\$8.50	\$901.00	\$5.85	\$620.10	\$6.25	\$662.50
05200	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	130	SY	\$10.00	\$1,300.00	\$9.45	\$1,228.50	\$7.50	\$975.00	\$7.95	\$1,033.50
05600	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	130	SY	\$5.91	\$768.30	\$4.75	\$617.50	\$2.40	\$312.00	\$2.60	\$338.00
05700	00108	Remove Existing Asphalt, 2" Average Depth	112	SY	\$3.54	\$396.48	\$3.50	\$392.00	\$2.00	\$224.00	\$2.00	\$224.00
05700	00111	Saw cut Existing Asphalt	1511	LF	\$2.25	\$3,399.75	\$2.25	\$3,399.75	\$1.90	\$2,870.90	\$1.90	\$2,870.90
06100	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	130	SY	\$3.41	\$443.30	\$4.00	\$520.00	\$2.60	\$338.00	\$2.20	\$286.00
06200	00117	#57 Stone	5	CY	\$85.00	\$325.00	\$74.75	\$373.75	\$45.00	\$225.00	\$47.00	\$235.00
07300	00115	Thermoplastic White Pedestrian Crosswalk	88	LF	\$8.00	\$704.00	\$24.00	\$2,112.00	\$24.20	\$2,129.60	\$24.00	\$2,112.00
07300	00117	Thermoplastic Stop Bar	32	LF	\$6.05	\$193.60	\$8.00	\$256.00	\$7.70	\$246.40	\$7.08	\$226.56
07400	00101	Relocate Traffic Signs	9	EA	\$42.27	\$380.43	\$83.00	\$747.00	\$38.50	\$346.50	\$39.00	\$351.00
07600	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$1,450.00	\$1,450.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
07700	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	391	LF	\$100.00	\$39,100.00	\$150.00	\$58,650.00	\$72.50	\$28,347.50	\$80.00	\$31,280.00
08100	00121	County Type B Curb, Per County Detail, over 500lf	1285	LF	\$16.60	\$21,331.00	\$15.00	\$19,275.00	\$14.00	\$17,990.00	\$12.00	\$15,420.00
08100	00124	Valley Gutter Section, 6" thick, Per County Detail	80	SY	\$42.26	\$3,380.80	\$35.00	\$2,800.00	\$72.00	\$5,760.00	\$49.00	\$3,920.00
08200	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	29	SY	\$38.19	\$1,107.51	\$36.00	\$1,044.00	\$36.00	\$1,044.00	\$35.00	\$1,015.00
08300	00103	5" Fiber Reinforced Concrete Sidewalk, less than 500lf	290	LF	\$20.80	\$6,032.00	\$20.00	\$5,800.00	\$20.00	\$5,800.00	\$17.00	\$4,930.00
08300	00106	6" Fiber Reinforced Concrete Sidewalk, over 500lf	984	LF	\$23.52	\$23,143.68	\$23.00	\$22,632.00	\$24.00	\$23,616.00	\$22.00	\$21,648.00
08300	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	4	EA	\$876.36	\$3,505.44	\$1,000.00	\$4,000.00	\$850.00	\$3,400.00	\$625.00	\$2,500.00
08500	00101	Saw cut Existing Concrete	82	LF	\$3.61	\$296.02	\$4.00	\$328.00	\$2.00	\$164.00	\$2.25	\$184.50
08500	00104	Remove Existing Concrete, 6" thick	23	SY	\$4.58	\$105.34	\$6.50	\$149.50	\$5.00	\$115.00	\$4.25	\$97.75
08500	00106	Remove Curb	1451	LF	\$3.75	\$5,441.25	\$5.00	\$7,255.00	\$25.00	\$36,275.00	\$4.00	\$5,804.00
08600	00101	Misc. Concrete	16	CY	\$3.65	\$58.40	\$350.00	\$5,600.00	\$368.00	\$5,888.00	\$320.00	\$5,120.00
08600	00104	Install # 5 Rebar (0.625")	1235	LF	\$2.15	\$2,655.25	\$1.88	\$2,321.80	\$2.50	\$3,087.50	\$1.50	\$1,852.50
11400	00101	Adjust Water Meter (Rings and Boxes To Be Provided By Contractor) includes concrete collar	4	EA	\$263.00	\$1,052.00	\$325.00	\$1,300.00	\$325.00	\$1,300.00	\$350.00	\$1,400.00
13100	00102	Centpede Sod, Staked, over 1000sy	1725	SY	\$2.90	\$5,002.50	\$3.85	\$6,641.25	\$2.45	\$4,226.25	\$1.98	\$3,415.50
13200	00102	4" Bedding Stone and Geotextile	77	SY	\$24.83	\$1,911.91	\$25.00	\$1,925.00	\$10.00	\$770.00	\$19.00	\$1,463.00
13300	00102	Silt Fence Type III, over 500lf	397	LF	\$3.15	\$1,250.55	\$2.25	\$893.25	\$2.25	\$893.25	\$2.00	\$794.00
13300	00106	Floating Turbidity Barrier	17	LF	\$21.42	\$364.14	\$30.00	\$510.00	\$26.50	\$450.50	\$15.00	\$255.00
13300	00108	Safety Fence, over 500lf	632	LF	\$3.10	\$1,959.20	\$4.00	\$2,528.00	\$3.10	\$1,959.20	\$3.00	\$1,896.00
13300	00109	Baled Hay or Straw	110	EA	\$10.40	\$1,144.00	\$7.00	\$770.00	\$9.35	\$1,028.50	\$9.00	\$990.00
15100	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$76.52	\$76.52	\$50.00	\$50.00	\$44.80	\$44.80	\$85.00	\$85.00
					<b>Sub Totals</b>							
07900	00100	MOT Based on section 07900-00100 and sub total of project				\$4,350.00		\$176,820.30		\$169,344.50		\$129,689.11
01100	00100	Performance and Payment Bond (Required for projects over \$25,000.00)				\$4,947.35		\$3,626.41		\$2,027.96		\$1,346.89
					<b>Grand Total</b>							
						\$169,858.97		\$184,946.71		\$178,372.46		\$136,036.00
<b>Balance of Line (may not exceed 25% of total cost)</b>			<b>Qty</b>	<b>Units</b>								
Galvanized Pipe Rail Secured to Existing Steel Guardrail Posts, Per FDOT Index 400, Sheet 17			312	LF	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$90.00	\$28,080.00
Install Landscaping to Match Existing (Includes Mulch, Shrubs Landscaping Bricks/Stones, etc.)			1	LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$5,900.00	\$5,900.00
<b>Balance of Line Total</b>						\$0.00		\$0.00		\$0.00		\$33,980.00
<b>Additional Performance and Payment Bond</b>						\$0.00		\$0.00		\$0.00		\$339.80
<b>Revised Grand Total with BOL</b>												\$170,355.80

Project Name	Sub Category	Quantity	Units	Altooth Construction Services		Chevrons Construction		Gulf Atlantic Contractors		Heaton Brothers		Infrastructure Specialty Services		J. Miller Construction		Midmouth Paving		Parham's Grading & Paving		Roads, Inc. of NWF		Utility Services Company					
				Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost		
<b>Sub Totals</b>																											
					\$1,050,851.60		\$2,562,307.85		\$1,718,999.50		No Bid		\$361,149.50		\$1,763,820.50		No Bid		\$1,629,889.11		\$1,729,889.11		\$1,658,289.50				
					\$4,947.35		\$5,596.14		\$4,549.40		No Bid		\$3,332.85		\$3,638.41		\$2,927.96		\$1,348.89		\$1,348.89		\$2,331.31				
					\$1,055,851.95		\$2,567,903.99		\$1,723,548.90		No Bid		\$364,482.35		\$1,767,458.91		No Bid		\$1,781,238.00		\$1,781,238.00		\$1,660,620.81				
<b>Balance of Line (may not exceed 25% of total cost)</b>																											
				Qty	Units																						
				317	LF	No Bid	No Bid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No Bid	No Bid	\$0.00	No Bid	No Bid	\$0.00	No Bid	No Bid	\$0.00	\$0.00	\$0.00				
				1	LG	No Bid	No Bid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No Bid	No Bid	\$0.00	No Bid	No Bid	\$0.00	No Bid	No Bid	\$0.00	\$0.00	\$0.00				
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
						No Bid	\$2,567,903.99		\$1,723,548.90		No Bid		\$364,482.35		\$1,767,458.91		No Bid		\$1,781,238.00		\$1,781,238.00		\$1,660,620.81				

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Doug Ford Drive Right Turn & Acceleration Lanes  
 Project ID: ?  
 Location: ?  
 Project Manager: Elizabeth Bush  
 Date: 8/31/2016

*Wesley J. Moreno*  
 Wesley J. Moreno, P.E., P.E.  
 email=wjmoreno@myescambia.com, c.US  
 2016/09/01 15:33:20 -0500'  
 Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF WO for Panhandle Grading and Paving (PGP) to construct a right hand turn and acceleration lane on Doug Ford Drive at Sorrento Highway. This project will be funded by Traffic and Transportation. The project is expected to be complete with 180 days and the funding amount will be ~~\$209,000.00~~ \$256,639.51/rfl.

Attached backup documentation \_\_\_\_\_ page (s).  
 RFF/NTP Start Date 9/1/2016 or Upon Issuance of Notice to Proceed  
 Time shall be increased/decreased by 180 calendar days.  
2/28/2017 Completion date

	Obligated	Required
Balance of CIP Project		\$ 256,651.14
Funds for Original Construction Contract		<u>256,639.51</u>
Funds for Construction CO# _____		
Contract PD _____ Contractor _____		
Funds for Original Task Order		
Funds for Addendum # _____		
Task Order PD _____ Consultant _____		
Funds for Original Work Order		
Funds for Change Order # _____		
Contract PD _____ Contractor _____		<u>210107   56301</u>
Funds for Contingency		
Contract PD _____ Consultant _____		<u>14EN2661 \$ 204948</u>
Funds for Permit Fees		
Contract PD _____ Agency _____		
Funds for Land Purchases		
Contract PD _____ Owner _____		<u>210107   56301</u>
Funds for Title Work		
Contract PD _____ Company _____		<u>12001738 \$ 51691.51</u>
Contract PD _____ Contractor _____		
Funds for _____		
New Balance of CIP Project	\$	\$ 256,651.14 <i>Rflm let</i>

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: 8/25/2016
- 2.) Project name: Doug Ford Drive Right Turn & Acceleration Lanes
- 3.) Contract No: 14-15.064 0
- 4.) Description of Services to be Performed:  
RFF WO for Panhandle Grading and Paving (PGP) to construct a right hand turn and acceleration lane on Doug Ford Drive at Sorrento Highway. This is project will be funded by Traffic and Transportation. The project is expected to be complete with 180 days and the funding amount will be \$256,651.14.

5.) Negotiated Cost of Construction: \$ 256,651.14

*# 256,639.51*  
*Completed*  
*9-1-16*

6.) Location Work is to be Performed:

?

7.) Period of Time Services are to be Accomplished: 9/1/2016  
Starting Date of Work: 1/0/1900- or Upon Issuance of Notice to Proceed  
Days to Complete 180  
Completion Date of Work 2/28/2017

Schedule for Work Requested and Received

*Elizabeth Cox*  
Escambia County Public Works Department

08-31-16

Date:

Project Manager

Work Order Approved

*[Signature]*

Date:

Division Chief

Negotiated Work Order Accepted

*[Signature]*

Date:

*8-25-16*

Contractor Representative

Work Order Completed

*[Signature]*

Date:

Contractor Representative

**DOUG FORD DRIVE RIGHT TURN LANE AND ACCELERATION LANE - FINAL COST ESTIMATE/BID TAB**

Doug Ford Drive Right Turn & Acceleration Lanes		PD14-15.064 General Paving and Drainage Pricing Agreement			Panhandle Grading & Paving	
?		Valid From October 1, 2015 till September 30, 2016				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01100-	00101	Performance Bond	0	Per \$1000	\$11.50	\$0.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	\$3,350.00	\$3,350.00
02100-	00105	Demobilize	1	EA	\$5,000.00	\$5,000.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	0.7	ACRE	\$5,600.00	\$3,920.00
03100-	00105	Remove Tree, 13"-24"	1	EA	\$1,350.00	\$1,350.00
04100-	00101	Earthwork Excavation by machine	282	CY	\$5.15	\$1,452.30
04100-	00103	Earthwork Excavate, Haul, and Install, On-site	572	CY	\$6.35	\$3,632.20
04100-	00106	3" Top Soil	2500	SY	\$1.30	\$3,250.00
04100-	00107	Earthwork Establishing Grade, County Specs 2300	2500	SY	\$1.10	\$2,750.00
04100-	00109	Remove and Replace Unsuitable Materials	500	CY	\$14.50	\$7,250.00
04100-	00110	Final grading and seal rolling prior to paving	624	SY	\$0.75	\$468.00
04100-	00119	Dewatering, Trench and/or Pipe	255	LF	\$17.00	\$4,335.00
04100-	00120	Dewatering Pump	2	Day	\$175.00	\$350.00
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	2337	SY	\$6.40	\$14,956.80
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	381	SY	\$5.85	\$2,228.85
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	879	SY	\$14.50	\$12,745.50
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	635	SY	\$1.65	\$1,047.75
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	40	SY	\$28.00	\$1,120.00
05700-	00109	Remove Existing Asphalt, 3" Average Depth	110	SY	\$2.00	\$220.00
05700-	00111	Saw cut Existing Asphalt	1006	LF	\$1.90	\$1,911.40
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1960	SY	\$1.60	\$3,136.00
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	407	SY	\$16.50	\$6,715.50
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1285	SY	\$17.70	\$22,744.50
07200-	00106	Temporary 6" Solid Stripe, White or Yellow	1744	LF	\$0.36	\$627.84
07200-	00110	Temporary 6" Double Solid Stripe, White or Yellow	1312	LF	\$0.68	\$892.16
07200-	00111	Temporary 8" Stripe, White or yellow	229	LF	\$0.84	\$192.36
07200-	00113	Temporary 18" Stripe, White or yellow	209	LF	\$3.30	\$689.70
07200-	00117	Temporary Stop Bar	12	LF	\$4.40	\$52.80
07200-	00120	Temporary "STOP" Pavement Message	1	EA	\$55.00	\$55.00
07200-	00126	Temporary "MERGE" Pavement Message FDOT Index 17346	1	EA	\$66.00	\$66.00

**DOUG FORD DRIVE RIGHT TURN LANE AND ACCELERATION LANE - FINAL COST ESTIMATE/BID TAB**

Doug Ford Drive Right Turn & Acceleration Lanes	Section	Category	Sub-Category	Valid From October 1, 2015 till September 30, 2016	PD14-15.064 General Paving and Drainage Pricing Agreement	Quantity	Units	Panhandle Grading & Paving	
								Unit Price	Ext Cost
	07200-00130		Temporary Directional Arrow, Single Head (Straight Ahead) 12sf			1	EA	\$38.50	\$38.50
	07200-00131		Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf			6	EA	\$44.00	\$264.00
	07200-00140		Temporary Reflective Pavement Markers			542	EA	\$5.50	\$2,981.00
	07300-00106		Thermoplastic 6" Solid Stripe, White or Yellow			1744	LF	\$0.95	\$1,656.80
	07300-00110		Thermoplastic 6" Double Solid Stripe, White or Yellow			1312	LF	\$1.85	\$2,427.20
	07300-00111		Thermoplastic 8" White Solid Stripe			229	LF	\$3.30	\$755.70
	07300-00113		Thermoplastic 18" White or Yellow Solid Stripe			209	LF	\$6.05	\$1,264.45
	07300-00117		Thermoplastic Stop Bar			12	LF	\$7.70	\$92.40
	07300-00120		Thermoplastic "STOP" Pavement Message			1	EA	\$121.00	\$121.00
	07300-00127		Thermoplastic "MERGE" Pavement Message			1	EA	\$132.00	\$132.00
	07300-00131		Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf			1	EA	\$71.50	\$71.50
	07300-00132		Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf			6	EA	\$77.00	\$462.00
	07300-00147		Reflective Pavement Markers			133	EA	\$6.05	\$804.65
	07400-00101		Relocate Traffic Signs			1	EA	\$38.50	\$38.50
	07400-00102		Stop Sign, R1-1			1	EA	\$215.00	\$215.00
	07400-00111		Black on Orange Warning Sign			2	EA	\$235.75	\$471.50
	07600-00101		Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor			1	EA	\$1,000.00	\$1,000.00
	07600-00103		Night or Weekend Work			2	Day	\$5,000.00	\$10,000.00
	07600-00104		Variable Message Sign			270	EA/Day	\$27.00	\$7,290.00
	07300-00120		Concrete Lane Dividers (Barrier Walls)			1620	EA/Day	\$22.00	\$35,640.00
	08100-00120		County Type B Curb, Per County Detail, less than 500lf			246	LF	\$14.85	\$3,653.10
	08400-00103		Fiber Reinforced Concrete Flume			3	SY	\$55.00	\$165.00
	08500-00106		Remove Curb			200	LF	\$25.00	\$5,000.00
	08600-00101		Misc. Concrete			9	CY	\$368.00	\$3,312.00
	09100-00107		Ditch Bottom Inlet, Type D, 0'-6" depth			1	EA	\$2,723.00	\$2,723.00
	09200-00707		30" RCP Pipe, 0'-6" depth			255	LF	\$62.75	\$16,001.25
	09300-00404		30" RCP Side Drain MES, FDOT Index 273, 280			2	EA	\$1,416.00	\$2,832.00
	09500-00105		Pipe Removal, 30" and larger			179	LF	\$27.50	\$4,922.50
	09500-00113		Remove MES for 30" and larger (or equivalent) pipe			2	EA	\$405.00	\$810.00

**DOUG FORD DRIVE RIGHT TURN LANE AND ACCELERATION LANE - FINAL COST ESTIMATE/BID TAB**

Doug Ford Drive Right Turn & Acceleration Lanes		PD14-15.064 General Paving and Drainage Pricing Agreement		Panhandle Grading & Paving		
?		Valid From October 1, 2015 till September 30, 2016				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
13100-	00102	Centipede Sod, Staked, over 1000sy	2500	SY	\$2.45	\$6,125.00
13300-	00102	Silt Fence Type III, over 500lf	1000	LF	\$2.25	\$2,250.00
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$1,425.00	\$1,425.00
16200-	00108	Sabal Palm (minimum 12' Overall)	1	EA	\$56.00	\$56.00
16400-	00104	Pine straw	15	Bale	\$10.08	\$151.20
16500-	00103	Cord Grass	6	EA	\$10.08	\$60.48
17100-	00102	Jobsite Board for posting project information, permits, etc.	1	EA	\$750.00	\$750.00
07900-	00100	MOT Based on section 07900-00100 and sub total of project Performance and Payment Bond (Required for projects over \$25,000.00)				\$8,750.00
01100-	00100					\$2,659.06
			<b>Grand Total</b>			\$233,881.45
			<b>Balance of Line (may not exceed 25% of total cost)</b>	<b>Qty</b>	<b>Units</b>	
Delineator, Flexible Tubular (F&I)			5	EA	\$94.87	\$474.35
Install & Remove Upon Completion "Tape" Temporary Pavement Markings for MOT on SR 292. Includes removal of existing painted pavement markings which conflict with MOT plan.			1	LS	\$22,024.97	\$22,024.97
						\$0.00
						\$22,499.32
						\$258.74
						\$256,639.51

**Balance of Line Total**

**Additional Performance and Payment Bond**

**Revised Grand Total with BOL**

*Calculated  
verified  
9-1-14  
K. Gamm*



**From:** Brett  
**To:** Dwight Austin  
**Subject:** RE: Doug Ford Turn Lane BOL  
**Date:** Thursday, February 11, 2016 12:34:04 PM

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Dwight,

Thank You for the opportunity to bid this job. At this time Roads, Inc. respectfully declines at this time.

Thanks Brett



Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
[brett@roadsinc.com](mailto:brett@roadsinc.com)

---

**From:** Dwight Austin [mailto:daustin@co.escambia.fl.us]  
**Sent:** Tuesday, February 09, 2016 4:35 PM  
**To:** Byron Bauer (bbauer@gacinc.net); Matt Miller; Frank Beovich; William Joseph-PGP (william@panhandlepaving.com); Brett; Charley Radford; Kirk Kassebaum (kirk@ISSGlobalServices.com); Ryan Chavers (Ryan@chaversinc.com)  
**Cc:** Vinson, Allen  
**Subject:** Doug Ford Turn Lane BOL

All,

We are requesting a Balance Of Line bid for two items not included in our standard pricing agreement. You are an eligible bidder on the Doug Ford Drive Right Turn Lane & Acceleration Lane Project pursuant to the County's GPAD Agreement. Attached are the plans for your use. I need a quote for the following:

Item	Quantity	Unit	Unit Price	Total Price
Item A - Delineator, Flexible Tubular (Furnish & Install)	5	each		
Item B – Install & Remove Upon Completion "Tape" Temporary Pavement Markings for MOT on SR 292. Includes removal of existing painted pavement markings which conflict with MOT plans. 6" Double Yellow = 1121 lf	1	Lump Sum		

6" White = 906 lf

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Submitting this Balance Of Line item does not commit your company to accepting the overall project. The Balance Of Line items will be added to the pricing agreement items to determine the low bid for this project. This Balance Of Line item is due no later than **5pm on Thursday, February 18, 2016**. Failure to respond by this deadline or no response shall be considered a declination and the next responsive low bidder will be contacted. If you have any questions please let me know. Thanks!

Dwight Austin. P.E.  
Project Coordinator  
Public Works Department, Escambia County  
Cell (850) 426-1381

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name:	Idlewood Drive FEMA Repairs Project
Project ID:	ESDPW29 & Emmie 997
Location:	Idlewood Drive and Green Street
Project Manager:	Thomas T.J Williams
Date:	9/8/2016

\_\_\_\_\_  
Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

This RFF is for construction funds for Chavers Construction to perform the work for the Idlewood Drive FEMA Repairs Project. The County facility at 3701 Idlewood Drive has been damaged beyond repair due to the April 2014 storm. The FEMA project will involve two work sites; the first at the end of Green Street and the second in the County's existing drainage easement along the eastern ten feet of the 3701 Idlewood Drive property. Components of the FEMA repair work include; constructing a concrete flume at the end of Green Street to redirect runoff, removal and replacement of the existing storm water filtration system with a new sediment control structure, removal and replacement of the energy dissipater at the outlet, removal of sediment deposited by the April 2014 storm event, redressing of the site to pre-storm conditions. Total funds requested are \$307,531.32. Total days requested are 180 days. This will be submitted to FEMA for reimbursement.

Attached backup documentation	_____	page (s).
RFF/NTP Start Date	_____	NTP
Time shall be increased/decreased by	_____	or Upon Issuance of Notice to Proceed
	_____	180
	_____	calendar days.
	_____	NTP + 180
	_____	Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#	_____			
Contract PD	_____	Contractor		
Funds for Original Task Order				
Funds for Addendum #	_____			
Task Order PD	_____	Consultant		
Funds for Original Work Order				
Funds for Change Order #	_____			
Contract PD	14-15.064.2F	Contractor		\$307,531.32
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD	_____	Contractor		
Funds for	_____			
<b>New Balance of CIP Project</b>			\$ -	\$ -

**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: \_\_\_\_\_



Project Name						
8.19.2016		PD14-15.064 General Paving and Drainage Pricing Agreement			Chavers Construction	
		Valid From October 1, 2015 till September 30, 2016				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$2,750.00	\$2,750.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	750	SY	\$2.50	\$1,875.00
03100-	00105	Remove Tree, 13"-24"	2	EA	\$355.00	\$710.00
03100-	00106	Remove Tree, 25"-48"	1	EA	\$950.00	\$950.00
03100-	00112	Relocate existing standard mailbox	1	EA	\$175.00	\$175.00
04100-	00101	Earthwork Excavation by machine	250	CY	\$6.25	\$1,562.50
04100-	00102	Earthwork Excavation by hand	50	CY	\$40.77	\$2,038.50
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	710	SY	\$3.11	\$2,208.10
04100-	00109	Remove and Replace Unsuitable Materials	1200	CY	\$14.55	\$17,460.00
04100-	00118	Dewatering, Well Point	100	LF	\$50.00	\$5,000.00
04100-	00120	Dewatering Pump	30	Day	\$375.10	\$11,253.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	270	SY	\$8.50	\$2,295.00
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	270	SY	\$4.90	\$1,323.00
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	37	SY	\$48.00	\$1,776.00
05700-	00111	Saw cut Existing Asphalt	83	LF	\$2.00	\$166.00
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	155	LF	\$18.05	\$2,797.75
08200-	00107	4" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	500	SY	\$45.45	\$22,725.00
08400-	00103	Fiber Reinforced Concrete Flume	220	SY	\$45.50	\$10,010.00
08500-	00101	Saw cut Existing Concrete	105	LF	\$4.50	\$472.50
08500-	00103	Remove Existing Concrete, 4" thick	500	SY	\$4.75	\$2,375.00
08500-	00106	Remove Curb	30	LF	\$4.75	\$142.50
08600-	00101	Misc. Concrete	9	CY	\$450.00	\$4,050.00
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	35	SY	\$105.00	\$3,675.00
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	2	EA	\$2,900.00	\$5,800.00
09100-	00108	Ditch Bottom Inlet, Type D, 6'-12' depth	1	EA	\$4,300.00	\$4,300.00
09100-	00608	Type Double A Curb Inlet, 6-12' depth	1	EA	\$7,000.00	\$7,000.00
09100-	00717	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,400.00	\$4,400.00
09100-	00804	Junction Box, 6-12ft depth	2	EA	\$4,300.00	\$8,600.00
09100-	00905	Remove Ditch Bottom Inlet (including top and bottom)	3	EA	\$500.00	\$1,500.00
09100-	00906	Remove Curb Inlet (including top and bottom)	1	EA	\$750.00	\$750.00
09200-	00210	18" HDPE DW Pipe, 6'-12' depth	19	LF	\$54.00	\$1,026.00
09200-	00213	30" HDPE DW Pipe, 0'-6' depth	135	LF	\$52.00	\$7,020.00
09200-	00214	30" HDPE DW Pipe, 6'-12' depth	308	LF	\$69.00	\$21,252.00
09400-	00101	Class I Concrete for Endwalls (steel included)	5	CY	\$1,700.00	\$8,500.00
09500-	00104	Pipe Removal, 6"-24"	150	LF	\$25.00	\$3,750.00
09500-	00107	Remove Miter Ends and Plug Existing Pipe	1	EA	\$495.00	\$495.00
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA	\$400.00	\$400.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	58	CY	\$300.00	\$17,400.00
13100-	00102	Centipede Sod, Staked, over 1000sy	1667	SY	\$2.60	\$4,334.20
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	120	SY	\$145.00	\$17,400.00
13300-	00102	Silt Fence Type III, over 500lf	1000	LF	\$3.00	\$3,000.00
13300-	00105	Staked Turbidity Barrier	260	LF	\$20.00	\$5,200.00
13300-	00109	Baled Hay or Straw	30	EA	\$12.00	\$360.00
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	3	CY	\$6.50	\$19.50
13400-	00102	Remove Existing Concrete Energy Dissipater	1	EA	\$1,500.00	\$1,500.00
14100-	00102	6' Chain Link Fence	200	LF	\$13.05	\$2,610.00
14100-	00108	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	\$730.34	\$730.34
14400-	00103	Remove Existing Chain Link Fence	200	LF	\$3.00	\$600.00
16200-	00108	Sabal Palm (minimum 12' Overall)	1	EA	\$300.00	\$300.00
			<b>Sub Totals</b>			\$226,036.89
07900-	00100	MOT Based on section 07900-00100 and sub total of project				\$15,000.00
01100-	00100	Performance and Payment Bond (Required for projects over \$25,000.00)				\$4,820.74
			<b>Grand Total</b>			\$245,857.63
<b>Balance of Line (may not exceed 25% of total cost)</b>			<b>Qty</b>	<b>Units</b>		
Temporarily remove and replace recently planted trees			1	LS	\$4,500.00	\$4,500.00
Contech Vortech Box or equivalent			1	LS	\$48,464.40	\$48,464.40
Railroad Coordination			1	LS	\$7,500.00	\$7,500.00
<b>Balance of Line Total</b>						\$60,464.40
<b>Additional Performance and Payment Bond</b>						\$1,209.29
<b>Revised Grand Total with BOL</b>						\$307,531.32

Calculations verified by  
R Lambert 09/08/2016

**Idledwood Drive FEMA Repairs Project**

8/19/2016		PD14-15.064 General Paving and Drainage Pricing Agreement Valid From October 1, 2015 till September 30, 2016		Allsouth Construction Services		Chavers Construction		Gulf Atlantic Constructors		Heaton Brothers		Infrastructure Specialty Services		J. Miller Construction		Midsouth Paving		Panhandle Grading & Paving		Roads, Inc. of NWF		Utility Services Company		
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
02100	00101	Mobilization, 0 - 15 Miles	1	EA	\$2,050.00	\$2,050.00	\$2,750.00	\$2,750.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$2,350.00	\$2,350.00	\$1,500.00	\$1,500.00	\$2,875.00	\$2,875.00
03100	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	750	SY	\$3.05	\$2,287.50	\$2.90	\$1,875.00	\$2.50	\$1,875.00	\$5.00	\$3,750.00	\$10.00	\$7,500.00	\$2.45	\$1,837.50	\$3.15	\$2,362.50	\$2.00	\$1,500.00	\$2.00	\$1,500.00	\$2.60	\$1,950.00
03100	00105	Remove Tree, 12" 24"	2	EA	\$316.00	\$632.00	\$355.00	\$710.00	\$500.00	\$1,000.00	\$350.00	\$700.00	\$300.00	\$600.00	\$325.00	\$650.00	\$400.00	\$800.00	\$1,350.00	\$2,700.00	\$325.00	\$650.00	\$300.00	\$600.00
03100	00106	Remove Tree, 25"-48"	1	EA	\$585.00	\$585.00	\$950.00	\$950.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,600.00	\$1,600.00	\$1,900.00	\$1,900.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
03100	00112	Relocate existing standard mailbox	1	EA	\$140.00	\$140.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$150.00	\$150.00	\$200.00	\$200.00	\$120.00	\$120.00	\$150.00	\$150.00	\$100.00	\$100.00	\$53.00	\$53.00
04100	00101	Earthwork Excavation by machine	250	CY	\$6.70	\$1,675.00	\$6.25	\$1,562.50	\$5.50	\$1,375.00	\$5.50	\$1,375.00	\$8.00	\$2,000.00	\$6.00	\$1,500.00	\$6.50	\$1,625.00	\$5.15	\$1,287.50	\$5.00	\$1,250.00	\$8.00	\$2,000.00
04100	00102	Earthwork Excavation by hand	50	CY	\$31.50	\$1,575.00	\$40.77	\$2,038.50	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$35.00	\$1,750.00	\$34.00	\$1,700.00	\$36.00	\$1,800.00	\$38.00	\$2,000.00	\$20.00	\$1,000.00	\$229.16	\$11,458.00
04100	00108	Re-establish Grade on Ditch, County Specs 2300	1200	SY	\$2.55	\$1,815.00	\$3.11	\$2,208.10	\$3.00	\$2,130.00	\$2.50	\$1,775.00	\$5.00	\$3,550.00	\$2.00	\$1,420.00	\$2.20	\$1,562.00	\$2.50	\$1,775.00	\$1.49	\$1,057.90	\$6.88	\$4,884.80
04100	00109	Remove and Replace Unsuitable Materials	700	CY	\$16.75	\$20,100.00	\$14.55	\$17,460.00	\$17.50	\$21,000.00	\$17.50	\$21,000.00	\$20.00	\$24,000.00	\$15.00	\$18,000.00	\$25.00	\$30,000.00	\$14.50	\$17,400.00	\$14.00	\$16,800.00	\$25.00	\$30,000.00
04100	00118	Dewatering, Well Point	100	LF	\$22.00	\$2,200.00	\$50.00	\$5,000.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$22.50	\$2,250.00	\$30.00	\$3,000.00	\$21.00	\$2,100.00	\$17.00	\$1,700.00	\$25.00	\$2,500.00
04100	00120	Dewatering Pump	30	Day	\$230.00	\$6,900.00	\$75.10	\$11,253.00	\$250.00	\$7,500.00	\$325.00	\$9,750.00	\$400.00	\$12,000.00	\$234.00	\$7,020.00	\$300.00	\$9,000.00	\$175.00	\$5,250.00	\$150.00	\$4,500.00	\$250.00	\$7,500.00
05200	00104	1" 12" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	270	SY	\$8.50	\$2,295.00	\$8.50	\$2,295.00	\$7.75	\$2,092.50	\$7.60	\$2,052.00	\$16.00	\$4,320.00	\$7.00	\$1,890.00	\$6.85	\$1,849.50	\$5.65	\$1,525.50	\$5.75	\$1,562.50	\$7.19	\$1,941.30
05200	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	270	SY	\$5.37	\$1,449.90	\$4.90	\$1,323.00	\$5.00	\$1,350.00	\$10.00	\$2,700.00	\$10.00	\$2,700.00	\$4.50	\$1,215.00	\$3.95	\$1,066.50	\$1.65	\$445.50	\$2.35	\$634.50	\$4.15	\$1,120.50
05700	00103	Lateral pavement patch as per County Detail (6" GAB)	37	SY	\$49.67	\$1,837.79	\$48.00	\$1,776.00	\$75.00	\$2,775.00	\$30.00	\$1,110.00	\$120.00	\$4,440.00	\$48.00	\$1,776.00	\$95.00	\$3,515.00	\$38.00	\$1,406.00	\$30.00	\$1,100.00	\$125.31	\$4,636.47
05700	00111	Saw cut Existing Asphalt	83	LF	\$2.25	\$186.75	\$2.00	\$166.00	\$2.50	\$207.50	\$3.00	\$249.00	\$5.00	\$415.00	\$2.25	\$186.75	\$2.40	\$199.20	\$1.90	\$157.70	\$1.90	\$157.70	\$5.00	\$415.00
08100	00120	County Type B Curb, Per County Detail, less than 500lf "Driveway Cut and Patch (includes Saw cut, Remove and Replace)	155	LF	\$11.72	\$2,653.60	\$18.05	\$2,797.75	\$25.50	\$3,952.50	\$14.00	\$2,170.00	\$25.00	\$3,875.00	\$16.00	\$2,480.00	\$15.60	\$2,418.00	\$14.85	\$2,301.75	\$13.00	\$2,015.00	\$25.00	\$3,875.00
08200	00107	In place	500	SY	\$45.85	\$22,925.00	\$45.45	\$22,725.00	\$55.00	\$27,500.00	\$52.00	\$26,000.00	\$55.00	\$26,000.00	\$50.00	\$25,000.00	\$46.00	\$23,000.00	\$42.00	\$21,000.00	\$42.00	\$21,000.00	\$70.00	\$35,000.00
08400	00103	Fiber Reinforced Concrete Flume	220	SY	\$52.02	\$11,444.40	\$45.50	\$10,010.00	\$55.00	\$12,100.00	\$58.00	\$12,760.00	\$65.00	\$14,300.00	\$45.00	\$9,900.00	\$42.00	\$9,240.00	\$55.00	\$12,100.00	\$54.00	\$11,880.00	\$72.00	\$36,000.00
08500	00101	Saw cut Existing Concrete	105	LF	\$3.61	\$379.05	\$4.50	\$472.50	\$3.50	\$367.50	\$4.00	\$420.00	\$5.00	\$525.00	\$4.00	\$420.00	\$6.50	\$682.50	\$2.00	\$210.00	\$2.25	\$32.25	\$6.00	\$630.00
08500	00103	Remove Existing Concrete, 4" thick	500	SY	\$4.07	\$2,035.00	\$4.75	\$2,375.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00	\$9.00	\$4,500.00	\$5.00	\$2,500.00	\$15.00	\$7,500.00	\$5.00	\$2,500.00	\$4.00	\$2,000.00	\$5.00	\$2,500.00
08500	00108	Remove Curb	30	LF	\$3.75	\$112.50	\$4.75	\$142.50	\$5.00	\$150.00	\$5.00	\$150.00	\$5.00	\$150.00	\$5.00	\$150.00	\$12.00	\$360.00	\$5.00	\$150.00	\$4.00	\$120.00	\$4.00	\$120.00
08600	00101	Misc. Concrete	9	CY	\$3.65	\$32.85	\$450.00	\$4,050.00	\$325.00	\$2,925.00	\$350.00	\$3,150.00	\$500.00	\$4,500.00	\$350.00	\$3,150.00	\$300.00	\$2,700.00	\$368.00	\$3,312.00	\$320.00	\$2,880.00	\$350.00	\$3,150.00
08600	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	35	SY	\$466.25	\$16,318.75	\$105.00	\$3,675.00	\$250.00	\$8,750.00	\$200.00	\$7,000.00	\$2,200.00	\$7,700.00	\$150.00	\$5,250.00	\$402.00	\$14,070.00	\$75.00	\$2,625.00	\$90.00	\$3,150.00	\$335.00	\$11,725.00
09100	00107	Ditch Bottom Inlet, Type D, 0'-6" depth	2	EA	\$2,615.00	\$5,230.00	\$2,900.00	\$5,800.00	\$2,755.00	\$5,510.00	\$2,900.00	\$5,800.00	\$3,500.00	\$7,000.00	\$2,442.00	\$4,884.00	\$3,303.60	\$6,607.20	\$2,723.00	\$5,446.00	\$2,250.00	\$4,500.00	\$2,750.00	\$5,500.00
09100	00108	Ditch Bottom Inlet, Type D, 6'-12" depth	1	EA	\$3,640.00	\$3,640.00	\$4,300.00	\$4,300.00	\$4,015.00	\$4,015.00	\$3,800.00	\$3,800.00	\$4,200.00	\$4,200.00	\$4,085.00	\$4,085.00	\$5,197.20	\$5,197.20	\$3,795.00	\$3,795.00	\$3,200.00	\$3,200.00	\$4,331.00	\$4,331.00
09100	00608	Type Double A Curb Inlet, 6'-12" depth	1	EA	\$5,850.00	\$5,850.00	\$7,000.00	\$7,000.00	\$5,300.00	\$5,300.00	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$10,965.60	\$10,965.60	\$5,064.00	\$5,064.00	\$4,900.00	\$4,900.00	\$9,000.00	\$9,000.00
09100	00117	6" X 7" Structure Bottom, FDOT Index 200, 0-6" depth	1	EA	\$4,167.00	\$4,167.00	\$4,400.00	\$4,400.00	\$4,225.00	\$4,225.00	\$4,985.00	\$4,985.00	\$6,300.00	\$6,300.00	\$3,784.00	\$3,784.00	\$8,455.20	\$8,455.20	\$4,515.00	\$4,515.00	\$3,700.00	\$3,700.00	\$7,046.00	\$7,046.00
09100	00804	Junction Box, 6-12ft depth	2	EA	\$2,920.00	\$5,840.00	\$4,300.00	\$8,600.00	\$3,490.00	\$6,980.00	\$2,920.00	\$5,840.00	\$4,500.00	\$9,000.00	\$2,995.25	\$5,990.50	\$4,286.40	\$8,572.80	\$2,995.00	\$5,990.00	\$2,200.00	\$4,400.00	\$3,572.00	\$7,144.00
09100	00905	Remove Ditch Bottom Inlet (including top and bottom)	3	EA	\$337.00	\$1,011.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$420.00	\$1,260.00	\$255.00	\$765.00	\$320.00	\$960.00	\$350.00	\$1,050.00
09100	00906	Remove Curb Inlet (including top and bottom)	1	EA	\$842.00	\$842.00	\$750.00	\$750.00	\$800.00	\$800.00	\$850.00	\$850.00	\$800.00	\$800.00	\$825.00	\$825.00	\$600.00	\$600.00	\$525.00	\$525.00	\$450.00	\$450.00	\$500.00	\$500.00
09200	00210	18" HDPE DW Pipe, 0'-12" depth	19	LF	\$41.02	\$779.38	\$45.00	\$855.00	\$50.25	\$954.75	\$35.00	\$665.00	\$55.00	\$1,045.00	\$38.50	\$731.50	\$59.83	\$1,136.77	\$35.42	\$672.98	\$33.00	\$627.00	\$49.86	\$947.34
09200	00213	30" HDPE DW Pipe, 0'-6" depth	135	LF	\$47.88	\$6,463.80	\$52.00	\$7,020.00	\$51.50	\$6,952.50	\$56.00	\$7,560.00	\$70.00	\$9,450.00	\$49.50	\$6,682.50	\$66.31	\$8,951.85	\$43.40	\$5,859.00	\$43.00	\$5,805.00	\$55.26	\$7,461.00
09200	00214	30" HDPE DW Pipe, 0'-12" depth	308	LF	\$59.44	\$18,307.52	\$69.00	\$21,252.00	\$69.50	\$21,405.00	\$56.00	\$17,248.00	\$80.00	\$24,640.00	\$59.50	\$18,326.00	\$86.94	\$26,777.52	\$54.50	\$16,788.00	\$51.00	\$15,708.00	\$72.45	\$22,314.60
09400	00101	Class I Concrete for Endwalls (steel included)	5	CY	\$1,152.50	\$5,762.50	\$1,700.00	\$8,500.00	\$1,325.00	\$6,625.00	\$1,600.00	\$8,000.00	\$2,000.00	\$10,000.00	\$1,200.00	\$6,000.00	\$1,800.00	\$9,000.00	\$1,000.00	\$5,000.00	\$850.00	\$4,250.00	\$1,500.00	\$7,500.00
09500	00104	Pipe Removal, 6"-24"	150	LF	\$14.76	\$2,214.00	\$25.00	\$3,750.00	\$11.00	\$1,650.00	\$16.00	\$2,400.00	\$22.00	\$3,300.00	\$80.00	\$9,600.00	\$18.46	\$2,769.00	\$17.00	\$2,550.00	\$10.00	\$1,500.00	\$15.38	\$2,307.00
09500	00107	Remove Miter Ends and Plug Existing Pipe	1	EA	\$511.38	\$511.38	\$495.00	\$495.00	\$550.00	\$550.00	\$500.00	\$500.00	\$675.00	\$675.00	\$500.00	\$500.00	\$360.00	\$360.00	\$517.00	\$517.00	\$500.00	\$500.00	\$300.00	\$300.00
09500	00108	Remove Existing Concrete Headwall, 6" 24" Pipe	1	EA	\$391.30	\$391.30	\$400.00	\$400.00	\$325.00	\$325.00	\$700.00	\$700.00	\$695.00	\$695.00	\$400.00	\$400.00	\$1,020.00	\$1,020.00	\$517.00	\$517.00	\$400.00	\$400.00	\$550.00	\$550.00
09500	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	58	CY	\$224.44	\$13,017.52	\$300.00	\$17,400.00	\$275.00	\$15,950.00	\$200.00	\$11,600.00	\$400.00	\$23,200.00	\$250.00	\$14,500.00	\$500.00	\$29,000.00						

**Thomas J. Williams**

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**From:** Brett [brett@roadsinc.com]  
**Sent:** Thursday, August 11, 2016 7:43 AM  
**To:** Thomas J. Williams  
**Subject:** Idlewood drive drainage

Tj,

At this time Roads, Inc. would like to decline the Idlewood drive Job. Please keep us in mind.

Thanks Brett



**Brett Moylan**  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
[brett@roadsinc.com](mailto:brett@roadsinc.com)

## Thomas J. Williams

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**From:** Tom Dulaney [tomdulaney@jmillerconstruct.com]  
**Sent:** Tuesday, August 30, 2016 9:41 AM  
**To:** Thomas J. Williams  
**Subject:** RE: Extended Deadline on Idlewood Drive

TJ, I hate to say it but we'll have to bow out of this one, near term we're at our limit for jobs that we would be able to take care of.

Tom Dulaney  
J. Miller Construction, Inc.  
850 494-0240  
850 503-7023 cell

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**From:** Thomas J. Williams [<mailto:tjwilliams@co.escambia.fl.us>]  
**Sent:** Monday, August 29, 2016 3:54 PM  
**To:** Charley Radford; Ryan Chavers; Matt Miller; Pamela Caddell ([phcaddell@gmail.com](mailto:phcaddell@gmail.com)); Eli Miller; Brad McLaughlin ([brad@panhandlepaving.com](mailto:brad@panhandlepaving.com))  
**Cc:** [william@chaversinc.com](mailto:william@chaversinc.com); Todd Stafford ([tstafford@heatonbrothersconstruction.com](mailto:tstafford@heatonbrothersconstruction.com)); Gulf Atlantic Constructors\_Byron Bauer; Tom Dulaney; [Wallace@panhandlepaving.com](mailto:w Wallace@panhandlepaving.com)  
**Subject:** Extended Deadline on Idlewood Drive

All,

One of our Contractors has requested an additional 24 hours to finalize the balance of line item pricing for this solicitation. The new deadline will be August 31, 2016 at 1:00pm. If you are planning on accepting this solicitation, please have your balance of line numbers sent back to me prior to the 1pm deadline. Any responses after 1pm or without balance of line pricing will be considered non-responsive. Thank you



A handwritten signature in black ink on a light-colored background, appearing to read "Thomas J. Williams".

**Thomas Williams (TJ)**

PROJECT COORDINATOR  
Public Works Department - Engineering Division  
3363 West Park Place | Pensacola, FL 32505  
Office: 850-595-3417 | Cell: 850-554-1967 | Fax: 850-595-3444  
[tjwilliams@myescambia.com](mailto:tjwilliams@myescambia.com)

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

**Thomas J. Williams**

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**From:** Charley Radford [cradford@uscofl.com]  
**Sent:** Wednesday, August 31, 2016 1:01 PM  
**To:** Thomas J. Williams  
**Subject:** RE: ESDPW29 & Emmie #997 Idlewood Drive Repairs Project  
**Attachments:** 201608311252.pdf

TJ,

We are in a position to accept the proposed work. Please see the attached BOL prices.

Thanks.  
Charley Radford

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**From:** Thomas J. Williams [<mailto:tjwilliams@co.escambia.fl.us>]  
**Sent:** Friday, August 19, 2016 5:00 PM  
**To:** Charley Radford  
**Subject:** ESDPW29 & Emmie #997 Idlewood Drive Repairs Project

Charley,

You are seventh lowest bidder on the Idlewood Drive Storm Repairs Project pursuant to the County's GPAD Agreement. Attached are the associated documents including 100% Construction plans, and GPAD Agreement related to this project.

Please let me know if you would be willing to accept this project if selected as the responsive low bidder. Also, please include pricing for three balance of line prices for; temporary remove and replace recently planted trees, Installation of the Vortechs Box or equivalent, Coordination with railroad for work within right-of-way. If you do not wish to accept this project please reply to this email as soon as possible and let us know so we can select the responsive next low bidder. This project is time sensitive and must be prepared to begin no later than **thirty days after notice to proceed** and be completed within **120 calendar days from Notice to Proceed**. A response of acceptance for this project is due no later than **9:00am on 08/30/2016**. Failure to respond by this deadline or no response shall be considered declined and the next responsive low bidder will be contacted. This will help us move forward and keep on track with our schedule for this project. If you have any questions please let me know. Thanks!



A handwritten signature in black ink on a light-colored background, reading "Thomas J. Williams".

**Thomas Williams (TJ)**

PROJECT COORDINATOR

Public Works Department - Engineering Division

3363 West Park Place | Pensacola, FL 32505

Office: 850-595-3417 | Cell: 850-554-1967 | Fax: 850-595-3444

[tjwilliams@myescambia.com](mailto:tjwilliams@myescambia.com)

**Thomas J. Williams**

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**From:** William Joseph [William@chaversinc.com]  
**Sent:** Wednesday, August 31, 2016 12:53 PM  
**To:** Thomas J. Williams  
**Subject:** Re: Extended Deadline on Idlewood Drive

Good Afternoon TJ:

Chavers Construction, Inc. would like to acknowledge the fact we are grateful for the opportunity to participate with this project by submitting pricing for the balance of line items as follows:

Temporarily remove and replace recently planted trees	\$4,500.00
Contech Vortech box or equal	\$48,464.40
Railroad Coordination	\$7,500.00

Again we are proud to submit pricing for this project and if we can be of any assistance contact us anytime at 450-1978.

On 8/29/2016 3:53 PM, Thomas J. Williams wrote:



All,

One of our Contractors has requested an additional 24 hours to finalize the balance of line item pricing for this solicitation. The new deadline will be August 31, 2016 at 1:00pm. If you are planning on accepting this solicitation, please have your balance of line numbers sent back to me prior to the 1pm deadline. Any responses after 1pm or without balance of line pricing will be considered non-responsive. Thank you



**Thomas Williams (TJ)**

PROJECT COORDINATOR

Public Works Department - Engineering Division  
3363 West Park Place | Pensacola, FL 32505



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10925**

**County Administrator's Report 10. 46.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Approval to Issue Fiscal Year 2016-2017 Purchase Orders in Excess of \$50,000

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2016-2017 Purchase Orders, in Excess of \$50,000, for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2016-2017, based upon previously awarded contracts, contractual agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2016 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BACKGROUND:**

The Public Works Department has purchase orders that may exceed \$50,000 over the course of a fiscal year.

The issuance of these purchase orders during the first week of October 2016 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

**BUDGETARY IMPACT:**

Funding for the aforementioned Purchase Orders is available in various accounts and divisions.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

List of Vendors/POs Over \$50K

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**B.C.C. Meeting 09/22/2016  
PUBLIC WORKS Department  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2016-2017**

**Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
<b>Alabama Gulf Coast Railway</b> Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$70,000	n/a	011274
<b>CSX Transportation</b> Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$75,000	n/a	030050
<b>Ingram Signalization</b> Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 12-13.049	406608
<b>Blue Arbor</b> Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
<b>Gulf Coast Traffic Engineers</b> Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$350,000	PD 13-14.084	072898
<b>Gulf Coast Traffic Engineers</b> Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$150,000	PD 13-14.085	072898
<b>Award Purchase Orders in excess of \$50K to the following vendors for Bridge Renovations:</b> Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"			
<b>a. Material Vendors:</b>			
American Concrete Supply			011899
Ferguson Enterprises, Inc.			060880
Martin Marietta Materials			131502
USA Ready Mix dba Block USA			023799
Bell Steel Co., Inc.			022699
Southeastern Pipe and Precast, Inc.			193791
Gulf Coast Traffic Engineers			072898
Coast Line Striping			033766
<b>b. Continuing Professional Services - Bridge Work; Construction Contractors:</b>			
DKE Marine		12.13.001	040206
Davis Marine		12.13.001	040386
Gulf Marine Construction		12.13.001	072896

**B.C.C. Meeting 09/22/2016**  
**PUBLIC WORKS Department**  
**PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2016-2017**

**Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
<b>c. Continuing Professional Services - Bridge Work, Engineers:</b>			
Thompson Engineering, Inc.		02.03.79	201604
DRMP, Inc.		02.03.79	042846
Hatch Mott MacDonald, LLC (Mott MacDonald, LLC)		02.03.79	081206
Volkert, Inc.		02.03.79	220584
American Consulting Engineers		02.03.79	012081
<b>d. Bridge Program Technical Consulting</b>			
Hatch Mott McDonald, LLC (Mott MacDonald, LLC)		02.03.79	081206
<b>Real Estate Services</b>			
Accu Title Agency	\$100,000	n/a	
Emerald Coast Title			050874
Escarosa Land Research			051907
First International Title			150166
First American Title Insurance Co			TO024443
Gulf Coast Title Agency			72782
Partnership Title Co			160307
Reliable Land Title Corp			181837
Resort and Luxury Title Company			182017
<b>Property Appraisals</b>			
Asmar & Associates	\$100,000	n/a	014139
Brantley & Associates			410028
Frutticher-Lowery Appraisal Group, Inc.			062707
Presley-Mckenney & Associates			164987
Sherrill Appraisal Company			192901
<b>Roads, Inc. of NWF</b>			
OGCM Roads	\$850,000	PD 14-15.065	182328
Hot In Place Resurfacing			
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
<b>First Transit</b>			
Paratransit Management Agreement	\$2,700,000	PD 13-14.029	061336
Fund 104, Cost Centers 211210			
<b>Ingram Signalization</b>			
Street and Navigational Lights	\$50,000	PD 12-13.048	406608
Fund 175, Cost Center 211201/211602/211101			
Fund 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
Fund 167, Cost Center 140302			
<b>Miscellaneous Drainage/Paving Projects (under \$50K)</b>			
Fund 175, Cost Center 211201/211602/211101			
Funds 182-199, Cost Centers 210719-210736			
Fund 352, Cost Center 210107			
Fund 112 "Disaster Recovery Fund"			
J. Miller Construction	\$1,000,000	n/a	133404
Perdido Grading and Paving			163396
Chavers Construction			032335

**B.C.C. Meeting 09/22/2016  
PUBLIC WORKS Department  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2016-2017**

**Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
Green Procedures			072184
Infrastructure Speciality Services			420809
Warrington Utility and Excavation			420622
Allsouth Construction			420550
Gulf Marine Construction			072896
Brown Construction			
Green Energy			420664
B&W Utilities			420661
SPB, Inc.			190028
Midsouth Paving, Inc.			
Gulf Atlantic Constructors			
Utility Service Co., Inc.			
Biles Construction			420638
Panhandle Grading and Paving			160114
Roads, Inc. of NWF			182328

<b>General Drainage and Paving Agreement</b>		PD 14-15.064
<b>Paving and Drainage Projects</b>		
Fund 352, LOST III, Cost Center 210107/350229		
Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736		
Fund 112 "Disaster Recovery Fund"		
Allsouth Construction Services LLC	\$3,000,000	420550
Chavers Construction	\$3,000,000	032335
Gulf Atlantic Constructors	\$3,000,000	843895
J Miller Construction, Inc.	\$3,000,000	133404
Midsouth Paving, Inc.	\$1,500,000	133305
Infrastructure Speciality Services Inc.	\$1,500,000	420809
Panhandle Grading and Paving	\$3,000,000	160114
Roads, Inc. of NWF	\$3,000,000	182328
Utility Services Co., Inc.	\$3,000,000	211593

<b>Mid South Paving</b>			
Road Construction Materials	\$150,000	PD 14-15.065	133305
Fund 175, Cost Center 210402			
(Road Maintenance)			

<b>Ferguson Enterprises, Inc.</b>			
a/k/a Ferguson Mill Supply			
Polyethylene Pipe	\$100,000		060880
Fund 175, Cost Center 210402			
(Road Maintenance)			

<b>American Concrete Supply, Inc.</b>			
Concrete	\$100,000		011899
Fund 175, Cost Center 210402			
(Road Maintenance)			

**B.C.C. Meeting 09/22/2016  
PUBLIC WORKS Department  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2016-2017**

**Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
<b>Vulcan Signs</b> Sign Maintenance Fund 175, Cost Center 210404 (Sign Maintenance)	\$75,000		220810
<b>Steadham Enterprises</b> DBA A-1 Small Engines Small Engine Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$110,000	PD 15-16.006	010105
<b>Gulf Coast Truck &amp; Equipment Co.</b> Heavy Truck Parts/Supplies Fund 175, Cost Center 210405 (Fleet Maintenance)	\$65,000	Proprietary Parts, Mack Brand Trucks	072900
<b>Beard Equipment Company</b> Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$55,000	Proprietary Parts, John Deere Equipment	022300
<b>Tractor &amp; Equipment Co., Inc.</b> Heavy Equipment Parts Fund 175, Cost Center 210405 (Fleet Maintenance)	\$65,000	Proprietary Parts, Komatsu Equipment	202301
<b>Thompson Tractor Co., Inc.</b> Heavy Equipment Parts (CAT) Fund 175, Cost Center 210405 (Fleet Maintenance)	\$65,000	Proprietary Parts, Caterpillar Equipment	010781
<b>Howell's Truck &amp; Giant Tire Svc, Inc.</b> Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance) ~	\$65,000	State Contract 25172500- WSCA-15- ACS	410406
<b>Bridgestone Americas, Inc.</b> DBA GCR Tires & Services, GCR Tire Center Light and Heavy Equipment Tires Fund 175, Cost Center 210405 (Fleet Maintenance) ~	\$65,000	State Contract 25172500- WSCA-15- ACS	025944

**B.C.C. Meeting 09/22/2016  
PUBLIC WORKS Department  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2016-2017**

**Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
<b>Southern Energy company, Inc.</b> Gasoline and Diesel Fuel Fund SOI, Cost Center 210407 (Fuel Distribution)	\$6,500,000	PD 13-14.083	034871
<b>R. K. Allen</b> Oil/grease and lubricant Fund SOI, Cost Center 210402 (Road Maintenance)	\$100,000	PD 13-14.053	011470
<b>Panhandle Grading &amp; Paving</b> Road Construction Material Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000	PD 14-15.065	160114
<b>Arcadia Culvert</b> Metal Pipe Fund 175, Cost Center 210402 (Road Maintenance)	\$100,000		013789
<b>Roads, Inc. of NWF</b> Asphalt Fund 175, Cost Center 210402 (Road Maintenance)	\$200,000	PD 14-15.065	182328
<b>Woerner Landscape Source Inc.Sod</b> Fund 175, Cost Center 210402 (Road Maintenance)	\$75,000		233840
<b>Suncoast Infrastructure, Inc.</b> Cured-in-place Pipe Lining Services Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		195894
<b>Southern Pipe and Supply Co., Inc.</b> Flexamat Fund 175, Cost Center 210402 (Road Maintenance)	\$150,000		194540
<b>Verizon Wireless</b> Cell, GTAC and Tablet Services Fund 175, Cost Center 210401,54101 (Road Admin)	\$100,00		220218
<b>Charles Neely Corp</b> DBA PR Chemical & Paper Supply Fund 001, Cost Center 211401, 55201 (SRI Public Works)	\$75,000	PD 13-14.046	150532

**B.C.C. Meeting 09/22/2016  
PUBLIC WORKS Department  
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2016-2017**

**Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>	<u>Vendor #</u>
<b>Blue Arbor, Inc.</b> Temporary Labor Services Fund 001, Cost Center 211401, 53401	\$250,000	PD 14-15.041	023818

<p><b>For bus bench and shelter concrete pad installation and concrete work to bring to ADA standards, to include curb cuts, sidewalks, and future amenity placements.</b> Fund 352, LOST III, Cost Center 210107 Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736 Fund 112 "Disaster Recovery Fund" Fund 175" Transportation Trust Fund" Cost Center 211201/211602/211101</p> <p><b>Vendors to be determined based on quotes:</b> Alternative Power Systems Alfred Watson Construction Infrastructure Specialty Services Christopher Bargaineer</p> <p>Adhering to Purchasing Policy PP060, quotes are solicited from at least three local contractors for each project, and the work is awarded based on the lowest cost. Over the course of the year, some contractors may receive Purchase Orders for work on neighborhood enhancements / bus stop amenity construction projects for a cumulative amount that exceeds \$50,000.</p> <p>In support of the SBE initiative, the Public Works Department will solicit quotes for these projects from the qualified, local contractors listed above, and also from other qualified, local contractors throughout the course of Fiscal Year 2016/2017</p>	<p>\$150,000</p>	<p>n/a</p>	<p>011624 011322 420809 033086</p>
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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11008** **County Administrator's Report** **10. 47.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Contract PD 14-15.064 - General Paving and Drainage Pricing Agreement

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board take the following action concerning Contract #PD 14-15.064 - General Paving and Drainage Pricing Agreement:

A. Approve the final 12-month extension, effective October 1, 2016, on the Unit Price Contract #PD 14-15.064, to each of the following contractors, accepting those price changes (increases/decreases), as indicated and provided:

1. Allsouth Construction Services, LLC - Additional line items as requested;
2. Chavers Construction, Inc. - Unit Price adjustments requested and additional line items as requested;
3. Gulf Atlantic Constructors, Inc. - No adjustments requested;
4. J. Miller Construction, Inc. - Unit Price adjustments requested;
5. Midsouth Paving, Inc. - Unit Price adjustments requested;
6. Infrastructure Specialty Services, Inc. - No Unit Price adjustments requested;
7. Panhandle Grading and Paving, Inc. - Unit Price adjustments requested and additional line items as requested;
8. Roads, Inc., of NWF - Unit Price adjustments requested and additional line items as requested;
9. Utility Services Co., Inc. - Additional line items as requested;

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

C. Authorize the issuance of Individual or Blanket Purchase Orders by all

Departments/Divisions, in accordance with Chapter 46, of the Escambia County Code of Ordinances, during Fiscal Year 2016-2017.

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

**BACKGROUND:**

The Board approved this Unit Price Contract PD 14-15.064 - General Paving and Drainage Pricing Agreement on October 8, 2015, for a period of 36 months.

The Contract provides for a price adjustment on a 12 month basis. Seven vendors (Allsouth Construction Services, LLC, Chavers Construction, J Miller Construction, Inc., Midsouth Paving, Inc. Panhandle Grading and Paving, Inc., Roads, Inc., of NWF, and Utility Services Co., Inc.), submitted requests for price increases for this Contract.

This Contract provides for small-scale paving and drainage projects up to \$350,000 each and meets the Florida Statutes relating to competitive sealed bids for road paving while allowing for the expedition of award for such projects.

**BUDGETARY IMPACT:**

Funds are available in Various Funds, Cost Centers and Project Numbers.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The Public Works Department, Engineering/Infrastructure Division, shall perform the function of Contract Administration and Management, with the assistance of the Office of Purchasing for specific needs.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Board Action 10/8/2015

Allsouth Additions

Chaver Additions

Chavers New Prices

J Miller New Prices

MidSouth New Prices

Panhandle Additions

Panhandle New Prices

Roads Additions

Roads New Prices

Utility Svcs New Prices

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. PD 14-15.064

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, amending the Board's action of September 24, 2015, awarding an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for General Paving and Drainage, for a term of 36 months to the following contractors, for an estimated annual amount of \$3,000,000, to each contractor, which was based on the Attorney's Standard Form of Contract, to instead approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for a term of 36 months for the estimated annual amount of \$3,000,000, to each of the following contractors, and approve the General Paving and Drainage Agreement PD 14-15.064, between Escambia County and the following contractors:

Allsouth Construction Services, LLC	Infrastructure Specialty Services, Inc.
Chavers Construction	Panhandle Grading and Paving, Inc.
Gulf Atlantic Constructors, Inc.	Roads, Inc., of NWF
J Miller Construction, Inc.	Utility Service Co., Inc.
Midsouth Paving, Inc.	

The recommendation to award the Contract PD 14-15.064 to the ten contractors, for an estimated annual amount of \$3,000,000, went before the Board of County Commissioners on September 24, 2015, and the Contract form indicated at that time was the Attorney's Standard Form of Contract; the Contract PD 14-15.064 is not the Attorney's Standard Form of Contract; the Contract PD 14-15.064 was prepared by Kristin Hual, Assistant County Attorney, for the General Paving and Drainage Pricing Agreement (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495, Object Codes 54612-56301).

(Continued on Page 63)

ALLSOUTH CONSTRUCTION SERVICES, LLC

06200-	00124	4" Limerock Base, FDOT Specification 911, less than 1000sy	10.75	SY
06200-	00125	4" Limerock Base, FDOT Specification 911, over 1000sy	10.75	SY
06200-	00126	5" Limerock Base, FDOT Specification 911, less than 1000sy	14.25	SY
06200-	00127	5" Limerock Base, FDOT Specification 911, over 1000sy	14.25	SY
06200-	00128	6" Limerock Base, FDOT Specification 911, less than 1000sy	17.00	SY
06200-	00129	6" Limerock Base, FDOT Specification 911, over 1000sy	17.00	SY
06200-	00130	10" Limerock Base, FDOT Specification 911, less than 1000sy	21.00	SY
06200-	00131	10" Limerock Base, FDOT Specification 911, over 1000sy	21.00	SY
06200-	00132	12" Limerock Base, FDOT Specification 911, less than 1000sy	25.00	SY
06200-	00133	12" Limerock Base, FDOT Specification 911, over 1000sy	25.50	SY
06200-	00134	4" Crushed Concrete Base, Per County Specifications, less than 1000sy	9.75	SY
06200-	00135	4" Crushed Concrete Base, Per County Specifications, over 1000sy	9.75	SY
06200-	00136	6" Crushed Concrete Base, Per County Specifications, less than 1000sy	13.00	SY
06200-	00137	6" Crushed Concrete Base, Per County Specifications, over 1000sy	13.00	SY
06200-	01007	6" Trench Wrap Underdrain System, Per County Detail	56.50	LF
14600-	00101	Composite Sheet Pile Retaining Wall	42.00	SF
14600-	00102	Steel Sheet Pile Retaining Wall	44.00	SF
14600-	00103	Vinyl Sheet Pile Retaining Wall	30.00	SF
14600-	00104	Decorative 6" Thick Concrete Retaining Wall	15.75	SF

**Liz Bush**

**From:** Thomas Dueling <thomas@chaversinc.com>  
**Sent:** Thursday, July 28, 2016 8:45 AM  
**To:** Liz Bush  
**Cc:** Ryan Chavers; William Joseph  
**Subject:** Re: Fwd: Additions to the GPAD for FY 16-17

Liz,

Please see the below spreadsheet for the pricing agreement updates.

06200-	00124	4" Limerock Base, FDOT Specification 911, less than 1000sy	10	SY
06200-	00125	4" Limerock Base, FDOT Specification 911, over 1000sy	9	SY
06200-	00126	6" Limerock Base, FDOT Specification 911, less than 1000sy	15	SY
06200-	00127	6" Limerock Base, FDOT Specification 911, over 1000sy	14	SY
06200-	00128	8" Limerock Base, FDOT Specification 911, less than 1000sy	18.5	SY
06200-	00129	8" Limerock Base, FDOT Specification 911, over 1000sy	18	SY
06200-	00130	10" Limerock Base, FDOT Specification 911, less than 1000sy	23.5	SY
06200-	00131	10" Limerock Base, FDOT Specification 911, over 1000sy	23	SY
06200-	00132	12" Limerock Base, FDOT Specification 911, less than 1000sy	27.5	SY
06200-	00133	12" Limerock Base, FDOT Specification 911, over 1000sy	27	SY
06200-	00134	4" Crushed Concrete Base, Per County Specifications, less than 1000sy	9	SY
06200-	00135	4" Crushed Concrete Base, Per County Specifications, over 1000sy	8.75	SY
06200-	00136	6" Crushed Concrete Base, Per County Specifications, less than 1000sy	13.5	SY
06200-	00137	6" Crushed Concrete Base, Per County Specifications, over 1000sy	13.25	SY

09200-	01007	6" Trench Wrap Underdrain System, Per County Detail	23	LF
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14600-	00101	Composite Sheet Pile Retaining Wall	32	SF
14600-	00102	Steel Sheet Pile Retaining Wall	22	SF
14600-	00103	Vinyl Sheet Pile Retaining Wall	19	SF
14600-	00104	Decorative 6" Thick Concrete Retaining Wall	21	SF

Thank you,  
 Thomas Dueling  
 Estimator/Project Manager  
 Chavers Construction, Inc.

**From:** [Ryan Chavers](#)  
**Sent:** Tuesday, July 26, 2016 5:58 PM  
**To:** [Thomas Dueling](#)  
**Subject:** Fwd: Additions to the GPAD for FY 16-17

----- Forwarded Message -----

**Subject:**Additions to the GPAD for FY 16-17

**Date:**Tue, 26 Jul 2016 16:44:20 -0500

**From:**Liz Bush <mailto:mebush@co.escambia.fl.us>

**To:**AllSouth\_Matt Lemon <mailto:allsouth.construction@yahoo.com>, Chavers Construction\_Ryan Chavers <mailto:Ryan@chaversinc.com>, Gulf Atlantic Constructors\_Byron Bauer <mailto:bbauer@gacinc.net>, Heaton Brothers Construction\_Matt Miller <mailto:mmiller@heatonbrothersconstruction.com>, ISS Global Services\_Kirk Kassebaum <mailto:kirk@issglobalservices.com>, J. Miller Construction\_Tom Dulaney <mailto:tomdulaney@jmillerconstruct.com>, Midsouth Paving\_Mindy Smallwood <mailto:mindy.smallwood@midsouthpaving.com>, Panhandle Grading and Paving\_Wallace North <mailto:wallace@panhandlepaving.com>, Roads, Inc\_Brett Moylan <mailto:brett@roadsinc.com>, Utility Services\_Charley Radford <mailto:cradford@uscofl.com>

**CC:**Joy Jones <mailto:DJJONES@co.escambia.fl.us>, James E. Duncan <mailto:JEDUNCAN@co.escambia.fl.us>

Good afternoon,

We're currently requesting each of you to provide a cost for the items below that will be added to the existing General Paving and Drainage Pricing Agreement. Highlighted in yellow is what has changed or been added.

Please provide a cost for 09200-01007 based on the attached detail. The unit cost (LF) should be based on installing a complete 6" underdrain system that includes everything in the detail.

All submittals must be back to me by COB Thursday, July 28.

The changes will be added to the new pricing agreement and take effect on October 1, 2016, along with the price adjustments submitted earlier this month.

If you have any questions, please don't hesitate to call.

Liz

06200-	00124	4" Limerock Base, FDOT Specification 911, less than 1000sy		SY
06200-	00125	4" Limerock Base, FDOT Specification 911, over 1000sy		SY
06200-	00126	6" Limerock Base, FDOT Specification 911, less than 1000sy		SY
06200-	00127	6" Limerock Base, FDOT Specification 911, over 1000sy		SY
06200-	00128	8" Limerock Base, FDOT Specification 911, less than 1000sy		SY
06200-	00129	8" Limerock Base, FDOT Specification 911, over 1000sy		SY
06200-	00130	10" Limerock Base, FDOT Specification 911, less than 1000sy		SY
06200-	00131	10" Limerock Base, FDOT Specification 911, over 1000sy		SY
06200-	00132	12" Limerock Base, FDOT Specification 911, less than 1000sy		SY
06200-	00133	12" Limerock Base, FDOT Specification 911, over 1000sy		SY
06200-	00134	4" Crushed Concrete Base, Per County Specifications, less than 1000sy		SY
06200-	00135	4" Crushed Concrete Base, Per County Specifications, over 1000sy		SY

06200-	00136	6" Crushed Concrete Base, Per County Specifications, less than 1000sy		SY
06200-	00137	6" Crushed Concrete Base, Per County Specifications, over 1000sy		SY

09200-	01007	6" Trench Wrap Underdrain System, Per County Detail		LF
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14600-	00101	Composite Sheet Pile Retaining Wall		SF
14600-	00102	Steel Sheet Pile Retaining Wall		SF
14600-	00103	Vinyl Sheet Pile Retaining Wall		SF
14600-	00104	Decorative 6" Thick Concrete Retaining Wall		SF



**Elizabeth Bush**  
Construction Manager

**Escambia County Public Works Department, Engineering Division**  
3363 West Park Place  
Pensacola, Florida 32505

[mebush@myescambia.com](mailto:mebush@myescambia.com)

Office: (850) 595-3450

Cell: (850) 554-3063

**Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.**

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[www.avast.com](http://www.avast.com)

CHIVERS CONSTRUCTION

PD14-15.064 General Paving and Drainage Pricing Agreement			Chavers Construction, Inc.		
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
<b>01000- Insurance</b>					
<b>01100-</b>	<b>00100</b>	<b>Performance Bond</b>			
01100-	00101	Performance Bond	1	Per \$1000	\$20.00
<b>02000- Equipment</b>					
<b>02100-</b>	<b>00100</b>	<b>Mobilization</b>			
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$2,500.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	\$2,500.00
02100-	00103	Mobilization, 31 - 45 Miles	1	EA	\$3,500.00
02100-	00104	Mobilization, 46 + Miles	1	EA	\$4,000.00
02100-	00105	Demobilize	1	EA	\$2,750.00
02100-	00106	Remobilize	1	EA	\$2,750.00
<b>03000- Clearing and Grubbing</b>					
<b>03100-</b>	<b>00100</b>	<b>Removal of Items</b>			
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	\$7,500.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	1	SY	\$2.50
03100-	00103	Remove Shrubs	1	EA	\$30.11
03100-	00104	Remove Tree, less than 12"	1	EA	\$189.98
03100-	00105	Remove Tree, 13"-24"	1	EA	\$355.00
03100-	00106	Remove Tree, 25"-48"	1	EA	\$950.00
03100-	00107	Remove Tree, over 48"	1	EA	\$1,975.00
03100-	00108	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	1	LF	\$1.15
03100-	00109	Remove Brick or Stucco Mailboxes and place at edge of property line	1	EA	\$2,500.00
03100-	00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$550.00
03100-	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$250.00
03100-	00112	Relocate existing standard mailbox	1	EA	\$175.00
<b>04000- Earthwork</b>					
<b>04100-</b>	<b>00100</b>	<b>Cut and Fill</b>			
04100-	00101	Earthwork Excavation by machine	1	CY	\$6.25
04100-	00102	Earthwork Excavation by hand	1	CY	\$40.77
04100-	00103	Earthwork Excavate, Haul, and Install, On-site	1	CY	\$9.25
04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	1	CY	\$9.50
04100-	00105	Provide Fill Along Road Shoulder (Truck Measures)	1	CY	\$12.70
04100-	00106	3" Top Soil	1	SY	\$2.25
04100-	00107	Earthwork Establishing Grade, County Specs 2300	1	SY	\$2.05
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	1	SY	\$3.11
04100-	00109	Remove and Replace Unsuitable Materials	1	CY	\$14.55
04100-	00110	Final grading and seal rolling prior to paving	1	SY	\$1.50
04100-	00111	Stabilization Mat Type R-1	1	SY	\$7.50
04100-	00112	Stabilization Mat Type R-2	1	SY	\$7.50
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	1	SY	\$1.05
04100-	00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	1	SY	\$0.79
04100-	00115	Dewatering, Bladder/Coffer Dam, 6' Depth	1	LF	\$263.16
04100-	00116	Dewatering, Earthen Dam	1	CY	\$50.25
04100-	00117	Dewatering, Sheet Piles, 8' Long	1	EA Panel	\$462.00
04100-	00118	Dewatering, Well Point	1	LF	\$33.00
04100-	00119	Dewatering, Trench and/or Pipe	1	LF	\$30.00
04100-	00120	Dewatering Pump	1	Day	\$226.00
04100-	00121	Dewatering Permit Sampling, Per Specification Section 2300, Part 3	1	EA	\$1,500.00
<b>04200- Ponds</b>					
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	1	SY	\$18.95
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	1	EA	\$2,550.00
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	1	EA	\$2,450.00
04200-	00104	Filter Sand	1	CY	\$18.50

CHAVERS CONSTRUCTION

PD14-15.064 General Paving and Drainage Pricing Agreement			Chavers Construction, Inc.		
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
04200-	00105	Filter Gravel	1	CY	\$40.50
04200-	00106	Clay Core for Pond Berm	1	CY	\$20.10
04200-	00107	Grade Pond Slopes	1	SY	\$1.55
<b>05000-</b>	<b>Asphalt</b>				
<b>05100-</b>	<b>00100</b>	<b>Furnish and Deliver Only</b>			
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, up to 15 miles	1	TON	\$78.00
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, 16-30 miles	1	TON	\$80.00
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, over 30 miles	1	TON	\$85.00
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, up to 15 miles	1	TON	\$78.00
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, 16-30 miles	1	TON	\$80.00
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, furnish and delivery only, over 30 miles	1	TON	\$85.00
05100-	00107	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, up to 15 miles	1	TON	\$125.00
05100-	00108	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, 16-30 miles	1	TON	\$128.00
05100-	00109	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, over 30 miles	1	TON	\$130.00
<b>05200-</b>	<b>00100</b>	<b>Roadway</b>			
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	1	SY	\$8.75
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	1	SY	\$8.00
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	1	SY	\$10.25
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1	SY	\$8.50
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	\$12.90
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	\$10.25
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	\$27.75
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	\$19.20
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	1	SY	\$7.10
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	1	SY	\$6.20
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	1	SY	\$8.25
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	1	SY	\$7.25
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	1	SY	\$8.00
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	1	SY	\$7.00
<b>05300-</b>	<b>00100</b>	<b>Driveway</b>			
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	\$15.00
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	\$15.00
05300-	00103	Driveway Cut and Patch (asphalt)	1	SY	\$25.00
<b>05400-</b>	<b>00100</b>	<b>Curbs, Flumes, Swales</b>			
05400-	00101	Construct 2" Thick Asphalt Flume	1	SY	\$50.00
05400-	00102	Install Asphalt Curbs	1	LF	\$15.00
05400-	00103	Install 2" Thick Asphalt Swale	1	SY	\$40.90
<b>05500-</b>	<b>00100</b>	<b>Preservation</b>			
05500-	00101	Chip Seal Single Surface Treatment in place	1	SY	\$5.50
05500-	00102	Chip Seal Double Surface Treatment in place	1	SY	\$6.50
05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	1	SY	\$8.00
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	1	SY	\$7.00
05500-	00105	Install Specified Geotextile Mat, less than 500lf	1	SY	\$3.75
05500-	00106	Install Specified Geotextile Mat, over 500lf	1	SY	\$2.90
05500-	00107	Install Specified Geotextile Grid, less than 500lf	1	SY	\$5.75
05500-	00108	Install Specified Geotextile Grid, over 500lf	1	SY	\$4.90

CHAVERS CONSTRUCTION

PD14-15.064 General Paving and Drainage Pricing Agreement			Chavers Construction, Inc.		
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
<b>05600-</b>	<b>00100</b>	<b>Milling</b>			
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	1	SY	\$4.50
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	1	SY	\$3.00
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	1	SY	\$5.00
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1	SY	\$3.50
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	1	SY	\$5.50
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	1	SY	\$5.00
05600-	00107	Asphalt Millings, Shoulder Fill	1	CY	\$45.00
05600-	00108	Asphalt Millings, Driveways	1	SY	\$16.50
<b>05700-</b>	<b>00100</b>	<b>Patch and Removal</b>			
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	1	SY	\$68.00
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	1	SY	\$80.00
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	1	SY	\$48.00
05700-	00104	Remove Existing Asphalt Curbs	1	LF	\$4.75
05700-	00105	Remove Asphalt Swale	1	CF	\$12.00
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	1	SY	\$1.75
05700-	00107	Remove Existing Asphalt, 1" Average Depth	1	SY	\$1.75
05700-	00108	Remove Existing Asphalt, 2" Average Depth	1	SY	\$1.80
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1	SY	\$2.25
05700-	00110	Remove Existing Asphalt	1	CF	\$4.00
05700-	00111	Saw cut Existing Asphalt	1	LF	\$2.00
<b>06000-</b>	<b>Roadway Preparation</b>				
<b>06100-</b>	<b>00100</b>	<b>Stabilization</b>			
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$5.00
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$5.00
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$5.00
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$5.00
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$5.25
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$5.25
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	1	SY	\$5.00
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	1	SY	\$5.00
06100-	00109	Prime Coat, less than 1000sy	1	SY	\$1.50
06100-	00110	Prime Coat, over 1000sy	1	SY	\$1.50
<b>06200-</b>	<b>00100</b>	<b>Base</b>			
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$10.00
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$9.00
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$14.50
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$14.00
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$18.50
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$18.00
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$23.50
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$23.00
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$27.50
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$27.00
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	1	SY	\$7.00
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	1	SY	\$6.00
06200-	00113	4" #57 Stone, less than 1000sy	1	SY	\$10.00
06200-	00114	4" #57 Stone, over 1000sy	1	SY	\$9.00
06200-	00115	6" #57 Stone, less than 1000sy	1	SY	\$12.00

CHIVERS CONSTRUCTION

PD14-15.064 General Paving and Drainage Pricing Agreement					Chavers Construction, Inc.
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
06200-	00116	6" #57 Stone, over 1000sy	1	SY	\$13.00
06200-	00117	#57 Stone	1	CY	\$50.50
06200-	00118	4" Bahamian base, less than 1000sy	1	SY	\$10.00
06200-	00119	4" Bahamian base, over 1000sy	1	SY	\$10.00
06200-	00120	6" Bahamian base, less than 1000sy	1	SY	\$14.00
06200-	00121	6" Bahamian base, over 1000sy	1	SY	\$14.00
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	1	SY	\$7.00
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	1	SY	\$5.50
<b>06300-</b>	<b>00100</b>	<b>Shoulder and Widening</b>			
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$25.75
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$22.75
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$29.75
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$28.75
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$33.50
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$33.50
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$40.00
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$40.00
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$48.00
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$48.00
<b>07000-</b>	<b>Traffic</b>				
<b>07100-</b>	<b>00100</b>	<b>Calming</b>			
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	1	EA	\$3,000.00
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	1	EA	\$3,750.00
07100-	00103	Install County Approved Molded Rubber Mat Speed Hump/Table (Per Unit Panel, 18"x42")	1	EA	\$500.00
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	1	SY	\$95.00
07100-	00105	6" Pipe Bollards, Per County Detail	1	EA	\$400.00
07100-	00106	8" Pipe Bollards, Per County Detail	1	EA	\$600.00
07100-	00107	Remove Existing Speed Hump	1	EA	\$595.00
07100-	00108	Remove Existing Speed Table	1	EA	\$600.00
07100-	00109	Removable Pipe Bollards	1	EA	\$650.00
<b>07200-</b>	<b>00100</b>	<b>Temporary Marking</b>			
07200-	00101	Temporary 4" Solid Stripe, White or Yellow	1	LF	\$0.25
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	1	LF	\$0.25
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	1	LF	\$0.29
07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	1	LF	\$0.31
07200-	00105	Temporary 4" Double Solid Stripe, White or Yellow	1	LF	\$0.50
07200-	00106	Temporary 6" Solid Stripe, White or Yellow	1	LF	\$0.30
07200-	00107	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	1	LF	\$0.30
07200-	00108	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	1	LF	\$0.35
07200-	00109	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	1	LF	\$0.35
07200-	00110	Temporary 6" Double Solid Stripe, White or Yellow	1	LF	\$0.70
07200-	00111	Temporary 8" Stripe, White or yellow	1	LF	\$0.85
07200-	00112	Temporary 12" Stripe, White or yellow	1	LF	\$2.00
07200-	00113	Temporary 18" Stripe, White or yellow	1	LF	\$2.50
07200-	00114	Temporary 24" Stripe, White or yellow	1	LF	\$3.00
07200-	00115	Temporary White Pedestrian Crosswalk	1	LF	\$3.50
07200-	00116	Temporary White High Intensity Pedestrian Crosswalk	1	LF	\$7.50
07200-	00117	Temporary Stop Bar	1	LF	\$3.00
07200-	00118	Temporary "R X R" Pavement Message	1	EA	\$130.00
07200-	00119	Temporary "SCHOOL" Pavement Message	1	EA	\$75.00
07200-	00120	Temporary "STOP" Pavement Message	1	EA	\$50.00
07200-	00121	Temporary "YIELD" Pavement Message	1	EA	\$60.00
07200-	00122	Temporary "TURN" Pavement Message	1	EA	\$45.00
07200-	00123	Temporary "LANE" Pavement Message FDOT Index 17346	1	EA	\$45.00
07200-	00124	Temporary "LEFT" Pavement Message FDOT Index 17346	1	EA	\$45.00
07200-	00125	Temporary "RIGHT" Pavement Message FDOT Index 17346	1	EA	\$55.00
07200-	00126	Temporary "MERGE" Pavement Message FDOT Index 17346	1	EA	\$55.00
07200-	00127	Temporary "ONLY" Pavement Message FDOT Index 17346	1	EA	\$43.00
07200-	00128	Temporary "PED XING" Pavement Message	1	EA	\$74.00
07200-	00129	Temporary "BUMP" Pavement Marker	1	EA	\$45.00
07200-	00130	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	\$33.00

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<b>Section</b>	<b>Category</b>	<b>Sub-Category</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>
07200-	00131	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	\$28.00
07200-	00132	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	\$28.00
07200-	00133	Temporary 4-12" Strips Equally Spaced	1	EA	\$40.00
07200-	00134	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	\$40.00
07200-	00135	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	\$60.00
07200-	00136	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	\$22.00
07200-	00137	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	\$25.00
07200-	00138	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	\$45.00
07200-	00139	Temporary Handicap Parking Space with Symbol	1	EA	\$160.00
07200-	00140	Temporary Reflective Pavement Markers	1	EA	\$8.50
<b>07300-</b>	<b>00100</b>	<b>Thermoplastic Marking</b>			
07300-	00101	Thermoplastic 4" Solid Stripe, White or Yellow	1	LF	\$0.75
07300-	00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow	1	LF	\$0.80
07300-	00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow	1	LF	\$0.80
07300-	00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow	1	LF	\$0.81
07300-	00105	Thermoplastic 4" Double Solid Stripe, White or Yellow	1	LF	\$1.50
07300-	00106	Thermoplastic 6" Solid Stripe, White or Yellow	1	LF	\$1.10
07300-	00107	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow	1	LF	\$1.00
07300-	00108	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow	1	LF	\$1.00
07300-	00109	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow	1	LF	\$1.05
07300-	00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	1	LF	\$1.72
07300-	00111	Thermoplastic 8" White Solid Stripe	1	LF	\$2.40
07300-	00112	Thermoplastic 12" White Solid Stripe	1	LF	\$2.90
07300-	00113	Thermoplastic 18" White or Yellow Solid Stripe	1	LF	\$5.00
07300-	00114	Thermoplastic 24" White or Yellow Solid Stripe	1	LF	\$5.75
07300-	00115	Thermoplastic White Pedestrian Crosswalk	1	LF	\$22.00
07300-	00116	Thermoplastic White High Intensity Pedestrian Crosswalk	1	LF	\$26.00
07300-	00117	Thermoplastic Stop Bar	1	LF	\$8.00
07300-	00118	Thermoplastic "R X R" Pavement Message	1	EA	\$203.00
07300-	00119	Thermoplastic "SCHOOL" Pavement Message	1	EA	\$115.00
07300-	00120	Thermoplastic "STOP" Pavement Message	1	EA	\$100.00
07300-	00121	Thermoplastic "YIELD" Pavement Message	1	EA	\$115.00
07300-	00122	Thermoplastic "TURN" Pavement Message	1	EA	\$100.00
07300-	00123	Thermoplastic Preferential Lane Marking "Diamond"	1	EA	\$100.00
07300-	00124	Thermoplastic "LANE" Pavement Message	1	EA	\$100.00
07300-	00125	Thermoplastic "LEFT" Pavement Message	1	EA	\$100.00
07300-	00126	Thermoplastic "RIGHT" Pavement Message	1	EA	\$115.00
07300-	00127	Thermoplastic "MERGE" Pavement Message	1	EA	\$115.00
07300-	00128	Thermoplastic "ONLY" Pavement Message	1	EA	\$100.00
07300-	00129	Thermoplastic "PED XING" Pavement Message	1	EA	\$140.00
07300-	00130	Thermoplastic "BUMP" Pavement Message	1	EA	\$105.00
07300-	00131	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	\$60.00
07300-	00132	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	\$60.00
07300-	00133	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	\$80.00
07300-	00134	Thermoplastic 4-12" Strips Equally Spaced	1	EA	\$180.00
07300-	00135	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	\$320.00
07300-	00136	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	\$140.00
07300-	00137	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	\$28.00
07300-	00138	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	\$38.00
07300-	00139	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	\$195.00
07300-	00140	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	1	EA	\$425.00
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	1	EA	\$475.00

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07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	1	EA	\$400.00
07300-	00143	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	1	EA	\$400.00
07300-	00144	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	1	EA	\$480.00
07300-	00145	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	1	EA	\$480.00
07300-	00146	Thermoplastic Handicap Parking Space with Symbol	1	EA	\$280.00
07300-	00147	Reflective Pavement Markers	1	EA	\$6.00
07300-	00148	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	1	EA	\$280.00
07300-	00149	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	1	EA	\$1,050.00
<b>07400-</b>	<b>00100</b>	<b>Signing</b>			
07400-	00101	Relocate Traffic Signs	1	EA	\$40.00
07400-	00102	Stop Sign, R1-1	1	EA	\$215.00
07400-	00103	One Way Sign, R6-1L	1	EA	\$180.00
07400-	00104	One Way Sign, R6-1R	1	EA	\$180.00
07400-	00105	Do Not Enter Sign, R5-1	1	EA	\$180.00
07400-	00106	Handicap Parking Sign, R7-8	1	EA	\$215.00
07400-	00107	Yield Sign, R1-2	1	EA	\$250.00
07400-	00108	Bike Lane Ahead Sign, R3-16	1	EA	\$250.00
07400-	00109	Bike Lane Ends Sign, R3-16a	1	EA	\$250.00
07400-	00110	Keep Right Sign, R4-7	1	EA	\$250.00
07400-	00111	Black on Orange Warning Sign	1	EA	\$250.00
07400-	00112	Regulatory Sign Black on White Metal Sign	1	EA	\$250.00
<b>07500-</b>	<b>00100</b>	<b>Signal</b>			
07500-	00101	Timing Implementation	1	LS	\$600.00
07500-	00102	Conduit, Underground	1	LF	\$10.00
07500-	00103	Conduit, Under Pavement	1	LF	\$25.00
07500-	00104	Conduit, Underground, Jacked	1	LF	\$25.00
07500-	00105	Cable, Signal	1	PI	\$5,500.00
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	1	LF	\$8.00
07500-	00107	Pull Box or Junction Box, Fiber Optic	1	EA	\$900.00
07500-	00108	Junction Box	1	EA	\$800.00
07500-	00109	Loop Assembly, Type A	1	AS	\$900.00
07500-	00110	Loop Assembly, Type B	1	AS	\$900.00
07500-	00111	Loop Assembly, Type C	1	AS	\$900.00
07500-	00112	Loop Assembly, Type D	1	AS	\$1,050.00
07500-	00113	Loop Assembly, Type E	1	AS	\$1,250.00
07500-	00114	Loop Assembly, Type F	1	AS	\$1,250.00
07500-	00115	Loop Assembly, Type G	1	AS	\$1,250.00
<b>07600-</b>	<b>00100</b>	<b>Work Zone Safety</b>			
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$800.00
07600-	00102	On-site Law Enforcement Officer w/ Vehicle for Traffic Control	1	HR	\$55.00
07600-	00103	Night or Weekend Work	1	Day	\$5,000.00
07600-	00104	Variable Message Sign	1	EA/Day	\$30.00
07600-	00105	Flag Man	1	EA/Day	\$300.00
07600-	00106	Black on Orange Warning Sign	1	EA/Day	\$1.00
07600-	00107	Regulatory Sign Black on White Metal Sign	1	EA/Day	\$1.00
07600-	00108	R1-1 Stop Metal Sign	1	EA/Day	\$1.00
07600-	00109	28" or Larger Reflective Striped Cone	1	EA/Day	\$0.50
07600-	00110	28" or Larger Reflective Striped Tubular Marker	1	EA/Day	\$0.50
07600-	00111	24" X 8" Vertical Panel	1	EA/Day	\$0.50
07600-	00112	36" Reflective Barrel / Drum	1	EA/Day	\$0.50
07600-	00113	Type I Barricade	1	EA/Day	\$1.00
07600-	00114	Type II Barricade	1	EA/Day	\$1.00
07600-	00115	Type III Barricade	1	EA/Day	\$1.00
07600-	00116	Type A Low Intensity Flashing Lights	1	EA/Day	\$0.50
07600-	00117	Type B High Intensity Flashing Lights	1	EA/Day	\$0.50
07600-	00118	Type C Steady Burn Lights	1	EA/Day	\$0.50
07600-	00119	24" X 24" Orange Sign Mounted Flag	1	EA/Day	\$0.50
07300-	00120	Concrete Lane Dividers (Barrier Walls)	1	EA/Day	\$50.00

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<b>07700-00100 Pedestrian Safety</b>					
07700-00101		Aluminum Pedestrian Picket Railing, FDOT Index 860	1	LF	\$200.00
07700-00102		Aluminum Bicycle Picket Railing, FDOT Index 860	1	LF	\$200.00
07700-00103		Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	1	LF	\$200.00
07700-00104		Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	1	LF	\$250.00
<b>07800-00100 Vehicular Safety</b>					
07800-00101		Steel Post for Guardrail, FDOT Index 400	1	EA	\$225.00
07800-00102		Wood Post for Guardrail, FDOT Index 400	1	EA	\$225.00
07800-00103		W-Beam Guardrail, FDOT Index 400	1	LF	\$30.50
07800-00104		Thrie Beam Guardrail, FDOT Index 400	1	LF	\$40.50
07800-00105		W-Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	\$45.85
07800-00106		Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	\$55.85
07800-00107		W-Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	\$45.85
07800-00108		Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	\$55.85
07800-00109		End Anchorage Assembly, FDOT Index 400	1	EA	\$1,800.00
07800-00110		Remove Existing Guardrail	1	LF	\$12.50
<b>07900-00100 Maintenance of Traffic</b>					
07900-00101		MOT (for contracts up to \$50,000)		LS	\$3,000.00
07900-00102		MOT (for contracts \$50,000 to \$100,000)		LS	\$5,000.00
07900-00103		MOT (for contracts \$100,000 to \$150,000)		LS	\$7,500.00
07900-00104		MOT (for contracts \$150,000 to \$200,000)		LS	\$10,000.00
07900-00105		MOT (for contracts \$200,000 to \$250,000)		LS	\$15,000.00
07900-00106		MOT (for contracts \$250,000 to \$300,000)		LS	\$17,500.00
07900-00107		MOT (for contracts \$300,000 to \$350,000)		LS	\$20,000.00
<b>08000-Concrete</b>					
<b>08100-00100 Curb and Gutter</b>					
08100-00101		FDOT Type A curb, FDOT Index 300, less than 500lf	1	LF	\$18.05
08100-00102		FDOT Type A curb, FDOT Index 300, over 500lf	1	LF	\$17.00
08100-00103		FDOT Type B curb, FDOT Index 300, less than 500lf	1	LF	\$18.05
08100-00104		FDOT Type B curb, FDOT Index 300, over 500lf	1	LF	\$17.00
08100-00105		FDOT Type D curb, FDOT Index 300, less than 500lf	1	LF	\$18.05
08100-00106		FDOT Type D curb, FDOT Index 300, over 500lf	1	LF	\$17.00
08100-00107		FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	\$18.05
08100-00108		FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	1	LF	\$17.00
08100-00109		FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	\$18.05
08100-00110		FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1	LF	\$17.00
08100-00111		FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	1	LF	\$22.50
08100-00112		FDOT Shoulder Gutter, FDOT Index 300, over 500lf	1	LF	\$25.00
08100-00113		FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	1	LF	\$22.11
08100-00114		FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	1	LF	\$22.11
08100-00115		Concrete Bumper Guards, FDOT index 300	1	EA	\$57.50
08100-00116		Header Curb, Per County Detail, less than 500lf	1	LF	\$18.05
08100-00117		Header Curb, Per County Detail, over 500lf	1	LF	\$17.00
08100-00118		1' Ribbon Curb, Per County Detail, less than 500lf	1	LF	\$13.10
08100-00119		1' Ribbon Curb, Per County Detail, over 500lf	1	LF	\$13.00
08100-00120		County Type B Curb, Per County Detail, less than 500lf	1	LF	\$18.05
08100-00121		County Type B Curb, Per County Detail, over 500lf	1	LF	\$17.00
08100-00122		County Roll Type Curb, Per County Detail, less than 500lf	1	LF	\$18.00
08100-00123		County Roll Type Curb, Per County Detail, over 500lf	1	LF	\$18.00
08100-00124		Valley Gutter Section, 6" thick, Per County Detail	1	SY	\$22.11
<b>08200-00100 Driveway</b>					
08200-00101		4" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	\$33.50
08200-00102		4" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	\$32.00
08200-00103		6" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	\$46.00
08200-00104		6" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	\$44.50
08200-00105		6" Steel Reinforced Concrete Driveway, less than 100sy	1	SY	\$55.50
08200-00106		6" Steel Reinforced Concrete Driveway, over 100sy	1	SY	\$55.00
08200-00107		4" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	1	SY	\$45.45
08200-00108		6" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	1	SY	\$50.50
<b>08300-00100 Sidewalk</b>					
08300-00101		4' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$16.50
08300-00102		4' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$16.00

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08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$20.50
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$20.00
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$24.50
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$24.00
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	1	LF	\$28.50
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	1	LF	\$28.00
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	1	LF	\$44.50
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	1	LF	\$44.00
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	1	EA	\$1,050.00
08300-	00112	Detectable Handicap Warning Mat, FDOT Index 304	1	SF	\$45.00
<b>08400-</b>	<b>00100</b>	<b>Drainage</b>			
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	1	SY	\$45.50
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	1	SY	\$45.00
08400-	00103	Fiber Reinforced Concrete Flume	1	SY	\$45.50
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	1	EA	\$1,450.00
08400-	00105	Welded Wire Mesh for Concrete Reinforcement	1	SY	\$1.25
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	1	EA	\$45.00
08400-	00107	Baffles for Concrete Ditch (per County Detail)	1	EA	\$100.00
08400-	00108	Tied Concrete Block Material, Per County Spec 3310	1	SY	\$250.00
<b>08500-</b>	<b>00100</b>	<b>Removal</b>			
08500-	00101	Saw cut Existing Concrete	1	LF	\$4.50
08500-	00102	Remove Concrete Swale	1	SY	\$4.75
08500-	00103	Remove Existing Concrete, 4" thick	1	SY	\$4.75
08500-	00104	Remove Existing Concrete, 6" thick	1	SY	\$5.05
08500-	00105	Remove Existing Concrete	1	CY	\$12.25
08500-	00106	Remove Curb	1	LF	\$4.75
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter	1	LF	\$30.25
<b>08600-</b>	<b>00100</b>	<b>Misc Concrete</b>			
08600-	00101	Misc. Concrete	1	CY	\$450.00
08600-	00102	Install # 3 Rebar (0.375")	1	LF	\$1.25
08600-	00103	Install # 4 Rebar (0.500")	1	LF	\$1.50
08600-	00104	Install # 5 Rebar (0.625")	1	LF	\$1.65
08600-	00105	Flowable fill, less than 20cy	1	CY	\$300.00
08600-	00106	Flowable fill, over 20cy	1	CY	\$250.00
08600-	00107	Brick Pavers	1	SY	\$60.00
08600-	00108	Concrete Pavers, Permeable	1	SY	\$74.50
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	1	CY	\$1,350.00
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	1	CY	\$1,350.00
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	1	SY	\$105.00
08600-	00112	Concrete Header (Landscape curb around planted areas)	1	LF	\$21.00
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	1	SY	\$75.00
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	1	SY	\$75.00
08600-	00115	Apply Colorant and Sealer to Stamped Concrete	1	PINT	\$25.00
08600-	00116	Crack and Reseat Existing Concrete Paving	1	SY	\$10.00
08600-	00117	6" Pervious Concrete, including 8" base and 12" subgrade	1	SY	\$90.50
<b>09000-</b>	<b>Drainage</b>				
<b>09100-</b>	<b>Inlets and Manholes</b>				
<b>09100-</b>	<b>00100</b>	<b>Inlet Top and Bottom, FDOT Index 200 Series</b>			
09100-	00101	Ditch Bottom Inlet, Type A, 0'-6' depth	1	EA	\$2,842.00
09100-	00102	Ditch Bottom Inlet, Type A, 6'-12' depth	1	EA	\$3,978.00
09100-	00103	Ditch Bottom Inlet, Type B, 0'-6' depth	1	EA	\$3,960.00
09100-	00104	Ditch Bottom Inlet, Type B, 6'-12' depth	1	EA	\$5,570.00
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth	1	EA	\$2,490.00
09100-	00106	Ditch Bottom Inlet, Type C, 6'-12' depth	1	EA	\$3,637.00
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	1	EA	\$2,900.00
09100-	00108	Ditch Bottom Inlet, Type D, 6'-12' depth	1	EA	\$4,300.00
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth	1	EA	\$3,050.00
09100-	00110	Ditch Bottom Inlet, Type E, 6'-12' depth	1	EA	\$4,500.00
09100-	00111	Ditch Bottom Inlet, Type F, 0'-6' depth	1	EA	\$2,955.00
09100-	00112	Ditch Bottom Inlet, Type F, 6'-12' depth	1	EA	\$4,378.00

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09100-00113		Ditch Bottom Inlet, Type G, 0'-6' depth	1	EA	\$5,293.00
09100-00114		Ditch Bottom Inlet, Type G, 6'-12' depth	1	EA	\$7,274.00
09100-00115		Ditch Bottom Inlet, Type H, 0'-6' depth	1	EA	\$3,900.00
09100-00116		Ditch Bottom Inlet, Type H, 6'-12' depth	1	EA	\$4,955.00
09100-00117		Ditch Bottom Inlet, Type J, 0'-6' depth	1	EA	\$3,900.00
09100-00118		Ditch Bottom Inlet, Type J, 6'-12' depth	1	EA	\$5,100.00
09100-00119		Ditch Bottom Inlet, Type K, 0'-6' depth	1	EA	\$5,250.00
09100-00120		Ditch Bottom Inlet, Type K, 6'-12' depth	1	EA	\$9,250.00
<b>09100-00200</b>		<b>Inlet Top, FDOT Index 200 Series</b>			
09100-00201		Curb Inlet Top, Type 1	1	EA	\$2,200.00
09100-00202		Curb Inlet Top, Type 2	1	EA	\$2,200.00
09100-00203		Curb Inlet Top, Type 3	1	EA	\$2,200.00
09100-00204		Curb Inlet Top, Type 4	1	EA	\$2,500.00
09100-00205		Curb Inlet Top, Type 5	1	EA	\$2,600.00
09100-00206		Curb Inlet Top, Type 6	1	EA	\$3,000.00
09100-00207		Curb Inlet Top, Type 7	1	EA	\$3,000.00
09100-00208		Curb Inlet Top, Type 8	1	EA	\$3,000.00
09100-00209		Curb Inlet Top, Type 9	1	EA	\$3,000.00
09100-00210		Curb Inlet Top, Type 10	1	EA	\$3,000.00
00000-00211		Ditch Bottom Inlet Top, Type A	1	EA	\$1,700.00
09100-00212		Ditch Bottom Inlet Top, Type B	1	EA	\$2,400.00
09100-00213		Ditch Bottom Inlet Top, Type C	1	EA	\$1,700.00
09100-00214		Ditch Bottom Inlet Top, Type D	1	EA	\$1,900.00
09100-00215		Ditch Bottom Inlet Top, Type E	1	EA	\$2,200.00
09100-00216		Ditch Bottom Inlet Top, Type F	1	EA	\$3,300.00
09100-00217		Ditch Bottom Inlet Top, Type G	1	EA	\$5,000.00
09100-00218		Ditch Bottom Inlet Top, Type H	1	EA	\$4,100.00
09100-00219		Ditch Bottom Inlet Top, Type J	1	EA	\$3,900.00
09100-00220		Ditch Bottom Inlet Top, Type K	1	EA	\$4,300.00
09100-00221		Gutter Inlet Top, Type S	1	EA	\$2,200.00
09100-00222		Gutter Inlet Top, Type V	1	EA	\$2,300.00
<b>09100-00300</b>		<b>Inlet Top with Single Traversable Slot, FDOT Index 200 Series</b>			
09100-00301		Ditch Bottom Inlet Top with Single Traversable Slot, Type B	1	EA	\$2,900.00
09100-00302		Ditch Bottom Inlet Top with Single Traversable Slot, Type C	1	EA	\$3,100.00
09100-00303		Ditch Bottom Inlet Top with Single Traversable Slot, Type D	1	EA	\$2,600.00
09100-00304		Ditch Bottom Inlet Top with Single Traversable Slot, Type E	1	EA	\$2,900.00
09100-00305		Ditch Bottom Inlet Top with Single Traversable Slot, Type H	1	EA	\$5,000.00
<b>09100-00400</b>		<b>Inlet Top with Double Traversable Slot, FDOT Index 200 Series</b>			
09100-00401		Ditch Bottom Inlet Top with Double Traversable Slot, Type B	1	EA	\$3,100.00
09100-00402		Ditch Bottom Inlet Top with Double Traversable Slot, Type C	1	EA	\$1,900.00
09100-00403		Ditch Bottom Inlet Top with Double Traversable Slot, Type D	1	EA	\$2,600.00
09100-00404		Ditch Bottom Inlet Top with Double Traversable Slot, Type E	1	EA	\$4,100.00
09100-00405		Ditch Bottom Inlet Top with Double Traversable Slot, Type H	1	EA	\$3,300.00
<b>09100-00500</b>		<b>Closed Flume Inlet, FDOT Index 200 Series</b>			
09100-00501		Single Barrel Flume	1	EA	\$1,800.00
09100-00502		Double Barrel Flume	1	EA	\$4,100.00
09100-00503		Triple Barrel Flume	1	EA	\$6,000.00
09100-00504		Quadruple Barrel Flume	1	EA	\$8,000.00
<b>09100-00600</b>		<b>County Inlets</b>			
09100-00601		Type A Curb Inlet, 0-6' depth	1	EA	\$2,800.00
09100-00602		Type A Curb Inlet, 6-12' depth	1	EA	\$3,500.00
09100-00603		Modified Type A Curb Inlet, 0-6' depth	1	EA	\$4,400.00
09100-00604		Modified Type A Curb Inlet, 6-12' depth	1	EA	\$5,500.00
09100-00605		Type A-1 Curb Inlet, 0-6' depth	1	EA	\$2,900.00
09100-00606		Type A-1 Curb Inlet, 6-12' depth	1	EA	\$3,300.00
09100-00607		Type Double A Curb Inlet, 0-6' depth	1	EA	\$6,000.00
09100-00608		Type Double A Curb Inlet, 6-12' depth	1	EA	\$7,000.00
09100-00609		8" X 12" X 12" Yard Drain (per County Detail)	1	EA	\$1,200.00
09100-00610		8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,900.00
09100-00611		12" X 12" X 12" Yard Drain (per County Detail)	1	EA	\$1,100.00
09100-00612		12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,300.00
09100-00613		12" X 15" X 15" Yard Drain (per County Detail)	1	EA	\$1,200.00
09100-00614		12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,300.00

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09100-	00615	Clean Out For Underdrain, Paved Surface	1	EA	\$700.00
09100-	00616	Clean Out For Underdrain, Unpaved Surface	1	EA	\$450.00
<b>09100-</b>	<b>00700</b>	<b>Inlet Bottom</b>			
09100-	00701	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,650.00
09100-	00702	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,550.00
09100-	00703	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,600.00
09100-	00704	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,250.00
09100-	00705	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,200.00
09100-	00706	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$5,300.00
09100-	00707	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,600.00
09100-	00708	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$6,900.00
09100-	00709	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,900.00
09100-	00710	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,700.00
09100-	00711	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,300.00
09100-	00712	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,400.00
09100-	00713	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,600.00
09100-	00714	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,900.00
09100-	00715	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,600.00
09100-	00716	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$6,900.00
09100-	00717	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,400.00
09100-	00718	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,300.00
09100-	00719	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,550.00
09100-	00720	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,500.00
09100-	00721	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,700.00
09100-	00722	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,900.00
09100-	00723	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,100.00
09100-	00724	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$11,500.00
09100-	00725	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,600.00
09100-	00726	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$10,900.00
09100-	00727	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,700.00
09100-	00728	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$12,000.00
09100-	00729	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$8,950.00
09100-	00730	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$15,000.00
09100-	00731	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$8,900.00
09100-	00732	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$14,000.00
09100-	00733	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$9,300.00
09100-	00734	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$16,000.00
09100-	00735	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$1,900.00
09100-	00736	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,700.00
09100-	00737	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,700.00
09100-	00738	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,700.00
09100-	00739	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,050.00
09100-	00740	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,700.00
09100-	00741	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,600.00
09100-	00742	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,900.00
09100-	00743	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,000.00
09100-	00744	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$10,600.00
<b>09100-</b>	<b>00800</b>	<b>Manholes</b>			
09100-	00801	Storm Manhole, 0-6ft depth	1	EA	\$240.00
09100-	00802	Storm Manhole, 6-12ft depth	1	EA	\$3,700.00
09100-	00803	Junction Box, 0-6ft depth	1	EA	\$2,500.00
09100-	00804	Junction Box, 6-12ft depth	1	EA	\$4,300.00
09100-	00805	Dog House Manhole, 0-6ft depth	1	EA	\$4,400.00
09100-	00806	Dog House Manhole, 6-12ft depth	1	EA	\$6,000.00
09100-	00807	Trench Grate (24" Wide X 12" deep includes grate lid)	1	LF	\$500.00
<b>09100-</b>	<b>00900</b>	<b>Inlet Adjustments and Modifications</b>			
09100-	00901	Remove Inlet Top	1	EA	\$550.00
09100-	00902	Remove Inlet Throat	1	EA	\$275.00
09100-	00903	Pour Inlet Throat	1	EA	\$1,900.00
09100-	00904	Reconstruct Inlet Wall	1	CY	\$2,900.00
09100-	00905	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	\$500.00
09100-	00906	Remove Curb Inlet (including top and bottom)	1	EA	\$750.00
09100-	00907	Remove and Replace County Type A Inlet Top	1	EA	\$1,700.00
09100-	00908	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$750.00
09100-	00909	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	1	EA	\$2,000.00
09100-	00910	Connect to Existing Inlet	1	EA	\$1,700.00

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09100-	00911	Expansion Joint and Filler	1	LF	\$3.75
09100-	00912	Tie to Existing Inlets, Pipe, Manhole	1	EA	\$2,100.00
09100-	00913	Modify Grate Top Inlet to Pedestrian Grate Top	1	EA	\$2,750.00
<b>09200- Stormwater Pipe</b>					
<b>09200-00100 (HDPE) High Density Polyethylene Pipe, Single Wall</b>					
09200-	00101	4" HDPE SW Pipe	1	LF	\$14.80
09200-	00102	6" HDPE SW Pipe	1	LF	\$15.10
09200-	00103	8" HDPE SW Pipe	1	LF	\$17.00
09200-	00104	12" HDPE SW Pipe	1	LF	\$22.25
09200-	00105	15" HDPE SW Pipe	1	LF	\$30.05
09200-	00106	18" HDPE SW Pipe	1	LF	\$31.97
09200-	00107	24" HDPE SW Pipe	1	LF	\$40.85
<b>09200-00200 (HDPE) High Density Polyethylene Pipe, Double Wall</b>					
09200-	00201	6" HDPE DW Pipe, 0'-6' depth	1	LF	\$17.96
09200-	00202	6" HDPE DW Pipe, 6'-12' depth	1	LF	\$32.05
09200-	00203	8" HDPE DW Pipe, 0'-6' depth	1	LF	\$19.77
09200-	00204	8" HDPE DW Pipe, 6'-12' depth	1	LF	\$34.25
09200-	00205	12" HDPE DW Pipe, 0'-6' depth	1	LF	\$22.05
09200-	00206	12" HDPE DW Pipe, 6'-12' depth	1	LF	\$47.30
09200-	00207	15" HDPE DW Pipe, 0'-6' depth	1	LF	\$32.80
09200-	00208	15" HDPE DW Pipe, 6'-12' depth	1	LF	\$54.00
09200-	00209	18" HDPE DW Pipe, 0'-6' depth	1	LF	\$33.00
09200-	00210	18" HDPE DW Pipe, 6'-12' depth	1	LF	\$54.00
09200-	00211	24" HDPE DW Pipe, 0'-6' depth	1	LF	\$42.05
09200-	00212	24" HDPE DW Pipe, 6'-12' depth	1	LF	\$60.05
09200-	00213	30" HDPE DW Pipe, 0'-6' depth	1	LF	\$52.00
09200-	00214	30" HDPE DW Pipe, 6'-12' depth	1	LF	\$69.00
09200-	00215	36" HDPE DW Pipe, 0'-6' depth	1	LF	\$61.25
09200-	00216	36" HDPE DW Pipe, 6'-12' depth	1	LF	\$80.00
09200-	00217	42" HDPE DW Pipe, 0'-6' depth	1	LF	\$83.00
09200-	00218	42" HDPE DW Pipe, 6'-12' depth	1	LF	\$110.00
09200-	00219	48" HDPE DW Pipe, 0'-6' depth	1	LF	\$92.00
09200-	00220	48" HDPE DW Pipe, 6'-12' depth	1	LF	\$122.00
<b>09200-00300 (HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe</b>					
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$28.10
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$47.18
09200-	00303	15" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$33.10
09200-	00304	15" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$50.83
09200-	00305	18" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$36.55
09200-	00306	18" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$54.65
09200-	00307	24" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$49.25
09200-	00308	24" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$67.10
09200-	00309	30" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$62.25
09200-	00310	30" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$80.25
<b>09200-00400 (HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe</b>					
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth	1	LF	\$74.78
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth	1	LF	\$102.00
09200-	00403	48" HP TW HDPE Pipe, 0'-6' depth	1	LF	\$141.50
09200-	00404	48" HP TW HDPE Pipe, 6'-12' depth	1	LF	\$169.00
<b>09200-00500 (CPVC) Corrugated Polyvinyl Chloride Pipe</b>					
09200-	00501	12" CPVC Pipe, 0'-6' depth	1	LF	\$26.30
09200-	00502	12" CPVC Pipe, 6'-12' depth	1	LF	\$44.25
09200-	00503	15" CPVC Pipe, 0'-6' depth	1	LF	\$30.76
09200-	00504	15" CPVC Pipe, 6'-12' depth	1	LF	\$48.95
09200-	00505	18" CPVC Pipe, 0'-6' depth	1	LF	\$35.92
09200-	00506	18" CPVC Pipe, 6'-12' depth	1	LF	\$54.00
09200-	00507	24" CPVC Pipe, 0'-6' depth	1	LF	\$50.25
09200-	00508	24" CPVC Pipe, 6'-12' depth	1	LF	\$68.25
09200-	00509	30" CPVC Pipe, 0'-6' depth	1	LF	\$63.60
09200-	00510	30" CPVC Pipe, 6'-12' depth	1	LF	\$82.90
09200-	00511	36" CPVC Pipe, 0'-6' depth	1	LF	\$84.42
09200-	00512	36" CPVC Pipe, 6'-12' depth	1	LF	\$112.75
<b>09200-00600 (PVC) Polyvinyl Chloride Pipe</b>					

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09200-00601		12" PVC Pipe, 0'-6" depth	1	LF	\$31.71
09200-00602		12" PVC Pipe, 6'-12" depth	1	LF	\$50.00
09200-00603		15" PVC Pipe, 0'-6" depth	1	LF	\$38.25
09200-00604		15" PVC Pipe, 6'-12" depth	1	LF	\$56.10
09200-00605		18" PVC Pipe, 0'-6" depth	1	LF	\$50.10
09200-00606		18" PVC Pipe, 6'-12" depth	1	LF	\$68.38
09200-00607		24" PVC Pipe, 0'-6" depth	1	LF	\$72.66
09200-00608		24" PVC Pipe, 6'-12" depth	1	LF	\$100.00
09200-00609		30" PVC Pipe, 0'-6" depth	1	LF	\$122.00
09200-00610		30" PVC Pipe, 6'-12" depth	1	LF	\$140.00
09200-00611		36" PVC Pipe, 0'-6" depth	1	LF	\$171.00
09200-00612		36" PVC Pipe, 6'-12" depth	1	LF	\$199.00
<b>09200-00700</b>		<b>(RCP) Reinforced Concrete Pipe</b>			
09200-00701		15" RCP Pipe, 0'-6" depth	1	LF	\$32.00
09200-00702		15" RCP Pipe, 6'-12" depth	1	LF	\$50.00
09200-00703		18" RCP Pipe, 0'-6" depth	1	LF	\$36.00
09200-00704		18" RCP Pipe, 6'-12" depth	1	LF	\$50.00
09200-00705		24" RCP Pipe, 0'-6" depth	1	LF	\$44.00
09200-00706		24" RCP Pipe, 6'-12" depth	1	LF	\$60.00
09200-00707		30" RCP Pipe, 0'-6" depth	1	LF	\$58.00
09200-00708		30" RCP Pipe, 6'-12" depth	1	LF	\$76.00
09200-00709		36" RCP Pipe, 0'-6" depth	1	LF	\$66.00
09200-00710		36" RCP Pipe, 6'-12" depth	1	LF	\$92.00
09200-00711		42" RCP Pipe, 0'-6" depth	1	LF	\$82.00
09200-00712		42" RCP Pipe, 6'-12" depth	1	LF	\$119.00
09200-00713		48" RCP Pipe, 0'-6" depth	1	LF	\$110.00
09200-00714		48" RCP Pipe, 6'-12" depth	1	LF	\$146.00
09200-00715		54" RCP Pipe, 6'-12" depth	1	LF	\$176.00
09200-00716		60" RCP Pipe, 7'-12" depth	1	LF	\$260.00
09200-00717		72" RCP Pipe, 8'-12" depth	1	LF	\$325.00
09200-00718		84" RCP Pipe, 9'-12" depth	1	LF	\$370.00
<b>09200-00800</b>		<b>(ERCP) Elliptical Reinforced Concrete Pipe</b>			
09200-00801		12" X 18" ERCP Pipe, 0'-6" depth	1	LF	\$38.00
09200-00802		12" X 18" ERCP Pipe, 6'-12" depth	1	LF	\$57.00
09200-00803		14" X 23" ERCP Pipe, 0'-6" depth	1	LF	\$44.00
09200-00804		14" X 23" ERCP Pipe, 6'-12" depth	1	LF	\$66.00
09200-00805		19" X 30" ERCP Pipe, 0'-6" depth	1	LF	\$60.00
09200-00806		19" X 30" ERCP Pipe, 6'-12" depth	1	LF	\$79.00
09200-00807		24" X 38" ERCP Pipe, 0'-6" depth	1	LF	\$128.00
09200-00808		24" X 38" ERCP Pipe, 6'-12" depth	1	LF	\$142.00
09200-00809		29" X 45" ERCP Pipe, 0'-6" depth	1	LF	\$140.00
09200-00810		29" X 45" ERCP Pipe, 6'-12" depth	1	LF	\$159.00
09200-00811		34" X 53" ERCP Pipe, 0'-6" depth	1	LF	\$177.00
09200-00812		34" X 53" ERCP Pipe, 6'-12" depth	1	LF	\$197.00
<b>09200-00900</b>		<b>(CMP) Corrugated Metal Pipe</b>			
09200-00901		18" CMP Pipe, 0'-6" depth	1	LF	\$39.00
09200-00902		18" CMP Pipe, 6'-12" depth	1	LF	\$52.00
09200-00903		24" CMP Pipe, 0'-6" depth	1	LF	\$45.00
09200-00904		24" CMP Pipe, 6'-12" depth	1	LF	\$62.00
09200-00905		30" CMP Pipe, 0'-6" depth	1	LF	\$52.00
09200-00906		30" CMP Pipe, 6'-12" depth	1	LF	\$69.00
09200-00907		36" CMP Pipe, 0'-6" depth	1	LF	\$63.00
09200-00908		36" CMP Pipe, 6'-12" depth	1	LF	\$89.00
<b>09200-01000</b>		<b>(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe</b>			
09200-01001		6" PSW HDPE Trench Wrap Underdrain	1	LF	\$21.25
09200-01002		8" PSW HDPE Trench Wrap Underdrain	1	LF	\$26.00
09200-01003		12" PSW HDPE Trench Wrap Underdrain	1	LF	\$31.00
09200-01004		15" PSW HDPE Trench Wrap Underdrain	1	LF	\$42.75
09200-01005		18" PSW HDPE Trench Wrap Underdrain	1	LF	\$48.00
09200-01006		24" PSW HDPE Trench Wrap Underdrain	1	LF	\$57.00
<b>09200-01100</b>		<b>(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe</b>			
09200-01101		6" PDW HDPE Sock Wrap Underdrain	1	LF	\$21.00
09200-01102		8" PDW HDPE Sock Wrap Underdrain	1	LF	\$26.10
09200-01103		12" PDW HDPE Sock Wrap Underdrain	1	LF	\$31.30

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09200-	01104	15" PDW HDPE Sock Wrap Underdrain	1	LF	\$39.00
09200-	01105	18" PDW HDPE Sock Wrap Underdrain	1	LF	\$47.05
09200-	01106	24" PDW HDPE Sock Wrap Underdrain	1	LF	\$56.90
<b>09300- Mitered End Sections</b>					
<b>09300-00100 (RCP) Round Concrete Pipe Cross Drain MES</b>					
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$895.00
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$946.00
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,025.00
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,600.00
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,495.00
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,100.00
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,600.00
<b>09300-00200 (CMP) Round Corrugated Metal Pipe Cross Drain MES</b>					
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$895.00
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$946.00
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,025.00
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,600.00
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,495.00
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,000.00
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,400.00
<b>09300-00300 (ERCP) Elliptical Concrete Pipe Cross Drain MES</b>					
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$995.00
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,100.00
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,300.00
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,900.00
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,600.00
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$4,100.00
<b>09300-00400 (RCP) Round Concrete Pipe Side Drain MES</b>					
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$895.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$946.00
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,025.00
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,495.00
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,000.00
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,700.00
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,110.00
<b>09300-00500 (CMP) Round Corrugated Metal Pipe Side Drain MES</b>					
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$867.00
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$975.00
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,100.00
09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,400.00
09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,300.00
09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,710.00
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,275.00
<b>09300-00600 (ERCP) Elliptical Concrete Pipe Side Drain MES</b>					
09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$975.00
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,100.00
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,100.00
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,610.00
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,310.00
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,900.00
<b>09400-00100 Headwall and Energy Dissipator</b>					
09400-	00101	Class I Concrete for Endwalls (steel included)	1	CY	\$1,700.00
09400-	00102	Class II Concrete for Endwalls	1	CY	\$1,475.00
09400-	00103	Reinforcing Steel for Endwalls	1	LB	\$2.75
09400-	00104	Block Headwall, 8"x8"x16"	1	SF	\$33.00
09400-	00105	Sand Bag Headwall, Cross Section Measurement	1	SY	\$275.00
<b>09500-00100 Misc. and Removal</b>					
09500-	00101	Construct Concrete Collar on Pipe	1	CY	\$350.00
09500-	00102	Excavate and Reinstall Existing Pipe, 6"-24"	1	LF	\$62.00
09500-	00103	Excavate and Reinstall Existing Pipe, 30" and larger	1	LF	\$90.00
09500-	00104	Pipe Removal, 6"-24"	1	LF	\$25.00
09500-	00105	Pipe Removal, 30" and larger	1	LF	\$35.00

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09500-	00106	Remove Gravel from Pipe Bed	1	CY	\$500.00
09500-	00107	Remove Miter Ends and Plug Existing Pipe	1	EA	\$495.00
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA	\$400.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	\$675.00
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	1	EA	\$140.00
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	\$250.00
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	1	EA	\$175.00
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe	1	EA	\$246.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	1	CY	\$300.00
<b>10000-</b>	<b>Sewer</b>				
<b>10100-</b>	<b>00100</b>	<b>Gravity</b>			
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth	1	LF	\$19.00
10100-	00102	8" Sewer Line Gravity Fed, 6-12' depth	1	LF	\$34.00
10100-	00103	10" Sewer Line Gravity Fed, 0-6' depth	1	LF	\$26.00
10100-	00104	10" Sewer Line Gravity Fed, 6-12' depth	1	LF	\$42.00
<b>10200-</b>	<b>00100</b>	<b>Force Main</b>			
10200-	00101	6" Sewer Line Force Main, 0-6' depth	1	LF	\$18.00
10200-	00102	6" Sewer Line Force Main, 6-12' depth	1	LF	\$29.00
10200-	00103	8" Sewer Line Force Main, 0-6' depth	1	LF	\$22.00
10200-	00104	8" Sewer Line Force Main, 6-12' depth	1	LF	\$30.00
10200-	00105	10" Sewer Line Force Main, 0-6' depth	1	LF	\$25.50
10200-	00106	10" Sewer Line Force Main, 6-12' depth	1	LF	\$36.00
<b>10300-</b>	<b>00100</b>	<b>Manholes</b>			
10300-	00101	Sewer Manhole, 0-6ft depth	1	EA	\$3,200.00
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA	\$4,400.00
<b>10400-</b>	<b>00100</b>	<b>Services</b>			
10400-	00101	4" Sewer Service Line - Short	1	LF	\$29.00
10400-	00102	4" Sewer Service Line - Long	1	LF	\$32.00
10400-	00103	6" Sewer Service Line - Short	1	LF	\$30.00
10400-	00104	6" Sewer Service Line - Long	1	LF	\$33.00
<b>10500-</b>	<b>00100</b>	<b>Fittings</b>			
10500-	00101	4" Sanitary Sewer Transition Coupling	1	EA	\$75.00
10500-	00102	6" Sanitary Sewer Transition Coupling	1	EA	\$110.00
10500-	00103	8" Sanitary Sewer Transition Coupling	1	EA	\$145.00
10500-	00104	10" Sanitary Sewer Transition Coupling	1	EA	\$260.00
10500-	00105	12" Sanitary Sewer Transition Coupling	1	EA	\$310.00
10500-	00106	8" Tapping Sleeve w/ Valve	1	EA	\$4,400.00
10500-	00107	8" x 8" x 8" Tee Fitting	1	EA	\$375.00
10500-	00108	6" x 8" x 8" Tee Fitting	1	EA	\$375.00
10500-	00109	8" 90 Elbow	1	EA	\$290.00
<b>10600-</b>	<b>00100</b>	<b>Miscellaneous</b>			
10600-	00101	8" Iron Clean Out	1	EA	\$350.00
10600-	00102	8" Gate Valve w/ Box	1	EA	\$950.00
10600-	00103	Encase Sewer Line	1	LF	\$50.00
<b>11000-</b>	<b>Water</b>				
<b>11100-</b>	<b>00100</b>	<b>Pipe</b>			
11100-	00101	4" PVC Waterline, 0'-6' depth	1	LF	\$9.25
11100-	00102	4" PVC Waterline, 6'-12' depth	1	LF	\$17.00
11100-	00103	6" PVC Waterline, 0'-6' depth	1	LF	\$11.50
11100-	00104	6" PVC Waterline, 6'-12' depth	1	LF	\$22.00
11100-	00105	8" PVC Waterline, 0'-6' depth	1	LF	\$15.00
11100-	00106	8" PVC Waterline, 6'-12' depth	1	LF	\$26.00
11100-	00107	6" Iron Ductile Water Line, 0'-6' depth	1	LF	\$32.00
11100-	00108	6" Iron Ductile Water Line, 6'-12' depth	1	LF	\$49.00
11100-	00109	8" Iron Ductile Water Line, 0'-6' depth	1	LF	\$39.00
11100-	00110	8" Iron Ductile Water Line, 6'-12' depth	1	LF	\$51.00
<b>11200-</b>	<b>00100</b>	<b>Services</b>			
11200-	00101	1" Water Service Line - Short	1	LF	\$17.00
11200-	00102	1" Water Service Line - Long	1	LF	\$28.00

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11200-	00103	1.5" Water Service Line - Short	1	LF	\$22.00
11200-	00104	1.5" Water Service Line - Long	1	LF	\$33.00
11200-	00105	2" Water Service Line - Short	1	LF	\$30.00
11200-	00106	2" Water Service Line - Long	1	LF	\$36.00
<b>11300-</b>	<b>00100</b>	<b>Fittings</b>			
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	1	EA	\$3,600.00
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	1	EA	\$3,650.00
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	1	EA	\$3,650.00
11300-	00104	6" Ductile Iron Transition Fitting	1	EA	\$275.00
11300-	00105	8" Ductile Iron Transition Fitting	1	EA	\$310.00
11300-	00106	4" x 4" x 4" Tee Fitting	1	EA	\$250.00
11300-	00107	4" x 6" x 6" Tee Fitting	1	EA	\$260.00
11300-	00108	6" x 6" x 6" Tee Fitting	1	EA	\$310.00
11300-	00109	4" Elbow, 22.5°, 45°, 90°	1	EA	\$197.00
11300-	00110	6" Elbow, 22.5°, 45°, 90°	1	EA	\$220.00
11300-	00111	8" Elbow, 22.5°, 45°, 90°	1	EA	\$305.00
11300-	00112	6" Gate Valve w/ Box	1	EA	\$710.00
11300-	00113	6" Gate Valve	1	EA	\$690.00
11300-	00114	8" Tapping Sleeve w/ Valve	1	EA	\$4,175.00
11300-	00115	8" Gate Valve w/ Box	1	EA	\$888.00
11300-	00116	4" Insert-A-Valve	1	EA	\$6,600.00
11300-	00117	6" Insert-A-Valve	1	EA	\$7,550.00
11300-	00118	8" Insert-A-Valve	1	EA	\$10,900.00
<b>11400-</b>	<b>00100</b>	<b>Miscellaneous</b>			
11400-	00101	Adjust Water Meter (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$200.00
11400-	00102	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$725.00
11400-	00103	Relocate Water Meter	1	EA	\$325.00
11400-	00104	Relocate Water Valve	1	EA	\$500.00
11400-	00105	Relocate Fire Hydrant	1	EA	\$1,750.00
11400-	00106	Re-connect Fire Hydrant	1	EA	\$1,750.00
11400-	00107	Fire Hydrant Assembly (new)	1	EA	\$3,425.00
<b>12000-</b>	<b>Drilling</b>				
<b>12100-</b>	<b>00100</b>	<b>Jack and Bore</b>			
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	1	LF	\$203.00
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	1	LF	\$230.00
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	1	LF	\$116.00
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	1	LF	\$145.00
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	1	LF	\$130.00
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	1	LF	\$165.00
12100-	00107	Jack and Bore with Encasement for 2" pipe, 0-6' depth	1	LF	\$49.00
12100-	00108	Jack and Bore with Encasement for 2" pipe, 6-12' depth	1	LF	\$42.00
12100-	00109	Jack and Bore with Encasement for 4" pipe, 0-6' depth	1	LF	\$52.00
12100-	00110	Jack and Bore with Encasement for 4" pipe, 6-12' depth	1	LF	\$62.00
12100-	00111	Jack and Bore with Encasement for 6" pipe, 0-6' depth	1	LF	\$126.00
12100-	00112	Jack and Bore with Encasement for 6" pipe, 6-12' depth	1	LF	\$140.00
12100-	00113	Jack and Bore with Encasement for 8" pipe, 0-6' depth	1	LF	\$130.00
12100-	00114	Jack and Bore with Encasement for 8" pipe, 6-12' depth	1	LF	\$150.00
12100-	00115	Jack and Bore with Encasement for 10" pipe, 0-6' depth	1	LF	\$138.00
12100-	00116	Jack and Bore with Encasement for 10" pipe, 6-12' depth	1	LF	\$158.00
12100-	00117	Jack and Bore with Encasement for 18" pipe, 0-6' depth	1	LF	\$195.00
12100-	00118	Jack and Bore with Encasement for 18" pipe, 6-12' depth	1	LF	\$220.00
12100-	00119	Jack and Bore with Encasement for 24" pipe, 0-6' depth	1	LF	\$240.00
12100-	00120	Jack and Bore with Encasement for 24" pipe, 6-12' depth	1	LF	\$280.00
<b>13000-</b>	<b>Stormwater Pollution Prevention</b>				
<b>13100-</b>	<b>00100</b>	<b>Stabilization</b>			
13100-	00101	Centipede Sod, Staked, less than 1000sy	1	SY	\$3.00
13100-	00102	Centipede Sod, Staked, over 1000sy	1	SY	\$2.60
13100-	00103	St Augustine Sod, Staked, less than 1000sy	1	SY	\$3.75
13100-	00104	St Augustine Sod, Staked, over 1000sy	1	SY	\$3.50
13100-	00105	Bermuda Sod, Staked, less than 1000sy	1	SY	\$3.75
13100-	00106	Bermuda Sod, Staked, over 1000sy	1	SY	\$3.00

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13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy	1	SY	\$3.75
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	1	SY	\$3.00
13100-	00109	Bermuda, Seeding and Mulch , (15lb Per Acre)	1	LB	\$14.00
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	1	LB	\$8.00
13100-	00111	Centipede, Seeding and Mulch, (15lb Per Acre)	1	LB	\$25.00
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	1	LB	\$8.00
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	1	LB	\$8.00
13100-	00114	Mulch	1	SY	\$1.05
13100-	00115	Mulch, (2 Ton Per Acre)	1	TON	\$450.00
13100-	00116	Seed & Mulch Road & Shoulders	1	SY	\$0.90
13100-	00117	Erosion mat with the seed and mulch included in the mat.	1	SY	\$2.90
<b>13200-</b>	<b>00100</b>	<b>Energy Dissipation</b>			
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	1	SY	\$145.00
13200-	00102	4" Bedding Stone and Geotextile	1	SY	\$75.00
13200-	00103	Rip Rap Rubble	1	TON	\$91.00
13200-	00104	Stone Rip Rap, Class I	1	TON	\$91.00
13200-	00105	Stone Rip Rap, Class II	1	TON	\$91.00
13200-	00106	Stone Rip Rap, Class III	1	TON	\$91.00
13200-	00107	Stone Rip Rap, Class IV	1	TON	\$120.00
13200-	00108	Grout Fill for Rip Rap	1	CY	\$250.00
<b>13300-</b>	<b>00100</b>	<b>Erosion Control</b>			
13300-	00101	Silt Fence Type III, less than 500lf	1	LF	\$5.00
13300-	00102	Silt Fence Type III, over 500lf	1	LF	\$3.00
13300-	00103	Silt Fence Type IV, less than 500lf	1	LF	\$6.00
13300-	00104	Silt Fence Type IV, over 500lf	1	LF	\$6.00
13300-	00105	Staked Turbidity Barrier	1	LF	\$20.00
13300-	00106	Floating Turbidity Barrier	1	LF	\$25.00
13300-	00107	Safety Fence, less than 500lf	1	LF	\$5.00
13300-	00108	Safety Fence, over 500lf	1	LF	\$5.00
13300-	00109	Baled Hay or Straw	1	EA	\$12.00
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$1,250.00
13300-	00111	Construct Stabilized Gravel Construction Entrance	1	SY	\$13.00
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	\$2,500.00
13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	\$2,500.00
<b>13400-</b>	<b>00100</b>	<b>Removal</b>			
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	1	CY	\$6.50
13400-	00102	Remove Existing Concrete Energy Dissipater	1	EA	\$1,500.00
<b>14000-</b>	<b>Fence</b>				
<b>14100-</b>	<b>00100</b>	<b>Chain Link</b>			
14100-	00101	4' Chain Link Fence	1	LF	\$10.50
14100-	00102	6' Chain Link Fence	1	LF	\$14.00
14100-	00103	4' X 4' Single Chain Link Swing Gate	1	EA	\$400.00
14100-	00104	4' X 6' Single Chain Link Swing Gate	1	EA	\$450.00
14100-	00105	6' X 6' Single Chain Link Swing Gate	1	EA	\$500.00
14100-	00106	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	1	EA	\$600.00
14100-	00107	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	\$750.00
14100-	00108	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	\$800.00
14100-	00109	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	1	EA	\$950.00
14100-	00110	6' X 24' Double Chain Link Cantilever Slide Gate, (2) 12' Gates	1	EA	\$1,800.00
<b>14200-</b>	<b>00100</b>	<b>Wire</b>			
14200-	00101	4' Wire Fence	1	LF	\$8.90
<b>14300-</b>	<b>00100</b>	<b>Wood</b>			
14300-	00101	Wood Split Rail Fence	1	LF	\$10.25
14300-	00102	6' Wood Fence (Non alternating Vertical Boards)	1	LF	\$10.25
14300-	00103	6' Wood Fence (Alternating Vertical Boards)	1	LF	\$13.00
14300-	00104	Single Wood Gate 6' X 4'	1	EA	\$150.00
14300-	00105	Single Wood Gate 6' X 5'	1	EA	\$200.00
14300-	00106	Double Wood Gate 6' X 5'	1	EA	\$275.00
14300-	00107	Double Wood Gate 6' X 14' (two 7' gates w/ metal frame)	1	EA	\$420.00

CHIVERS CONSTRUCTION

PD14-15.064 General Paving and Drainage Pricing Agreement					Chavers Construction, Inc.
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
<b>14400-</b>	<b>00100</b>	<b>Removal</b>			
14400-	00101	Remove Existing 6' Wood Fence	1	LF	\$3.00
14400-	00102	Remove Existing Split Rail Fence	1	LF	\$2.00
14400-	00103	Remove Existing Chain Link Fence	1	LF	\$3.00
14400-	00104	Remove Existing Wire Fence	1	LF	\$2.00
<b>14500-</b>	<b>00100</b>	<b>Posts</b>			
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	1	EA	\$65.21
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	1	EA	\$19.22
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	1	EA	\$35.32
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	1	EA	\$78.31
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	1	EA	\$120.00
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	1	EA	\$35.50
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	1	EA	\$11.50
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	1	EA	\$35.50
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	1	EA	\$60.44
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	1	EA	\$90.44
<b>14600-</b>	<b>00100</b>	<b>Retaining Wall</b>			
14600-	00101	Composite Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$205.00
14600-	00102	Steel Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$295.00
14600-	00103	Vinyl Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$205.00
14600-	00104	Decorative 6" Thick Concrete Retaining Wall, Up to 3' High	1	LF	\$120.00
<b>15000-</b>	<b>Irrigation</b>				
<b>15100-</b>	<b>00100</b>	<b>Sprinkler Head</b>			
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$85.50
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	1	EA	\$42.33
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	1	EA	\$85.50
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$85.50
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$85.50
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$91.92
15100-	00107	Rotor Type Sprinkler Head on Riser	1	EA	\$89.47
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade	1	EA	\$59.55
15100-	00109	4" Spray Type Sprinkler Head	1	EA	\$42.61
15100-	00110	6" Spray Type Sprinkler Head	1	EA	\$47.87
15100-	00111	12" Spray Type Sprinkler Head	1	EA	\$52.68
15100-	00112	Spray Type Sprinkler Head on Riser	1	EA	\$42.21
15100-	00113	Spray Type Sprinkler Head on Riser on Grade	1	EA	\$42.21
<b>15200-</b>	<b>00100</b>	<b>Sprinkler Line</b>			
15200-	00101	Flexible Drip Tubing Installed Below Grade	1	EA	\$21.00
15200-	00102	Flexible Drip Tubing Installed Above Grade	1	EA	\$15.50
15200-	00103	1/2" PVC sprinkler line , less than 150lf	1	LF	\$4.00
15200-	00104	1/2" PVC sprinkler line, over 150lf	1	LF	\$4.00
15200-	00105	3/4" PVC sprinkler line, less than 150lf	1	LF	\$6.00
15200-	00106	3/4" PVC sprinkler line, over 150lf	1	LF	\$6.00
15200-	00107	1" PVC sprinkler line, less than 150lf	1	LF	\$8.50
15200-	00108	1" PVC sprinkler line, over 150lf	1	LF	\$8.50
15200-	00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	1	LF	\$9.00
15200-	00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	1	LF	\$9.00
15200-	00111	2" Schedule 40 PVC sprinkler line, less than 150lf	1	LF	\$11.00
15200-	00112	2" Schedule 40 PVC sprinkler line, over 150lf	1	LF	\$11.00
<b>15300-</b>	<b>00100</b>	<b>Fittings and Valves</b>			
15300-	00101	Deep Well Tree Bubbler	1	EA	\$79.01
15300-	00102	Tree Emitter w/ Tree Grate	1	EA	\$79.01
15300-	00103	Multi-Outlet Emitter Installed in a Box	1	EA	\$30.00
15300-	00104	Multi-Outlet Emitter Installed below grade	1	EA	\$30.00
15300-	00105	Single-Outlet Emitter Installed Below Grade	1	EA	\$20.00
15300-	00106	Drip Emitter Tubing Outlet	1	EA	\$15.00
15300-	00107	90 degree PVC Fitting	1	EA	\$7.50
15300-	00108	"T" PVC Fitting	1	EA	\$7.50
15300-	00109	"Cross" PVC Fitting	1	EA	\$10.00
15300-	00110	Flex Pipe	1	EA	\$6.00
15300-	00111	Flex Pipe Nipple	1	EA	\$1.15
15300-	00112	Flex Pipe "T"	1	EA	\$1.15
15300-	00113	Flex Pipe Elbow	1	EA	\$1.15



CHIVERS CONSTRUCTION

PD14-15.064 General Paving and Drainage Pricing Agreement			Chavers Construction, Inc.		
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
16200-	00109	Sago Palm (minimum 10 Gal container)	1	EA	\$200.00
<b>16300-00100</b>		<b>Shrubs</b>			
16300-	00101	Azaleas, minimum 3 gallon container	1	EA	\$25.00
16300-	00102	Ligustrum, minimum 3 gallon container	1	EA	\$25.00
16300-	00103	Lirope (Minimum 1 gallon)	1	EA	\$20.00
16300-	00104	Lantana (Minimum 1 gallon)	1	EA	\$20.00
16300-	00105	Indian Hawthorn (Minimum 1 gallon)	1	EA	\$20.00
<b>16400-00100</b>		<b>Mulch</b>			
16400-	00101	Red Cedar Mulch	1	CY	\$75.50
16400-	00102	Tan Mulch	1	CY	\$75.50
16400-	00103	Pine Bark Mulch	1	CY	\$75.50
16400-	00104	Pine straw	1	Bale	



J MILLER CONSTRUCTION INC.

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
<b>01000- Insurance</b>					
01100-	00100	<b>Performance Bond</b>			
01100-	00101	Performance Bond	1	Per \$1000	
<b>02000- Equipment</b>					
02100-	00100	<b>Mobilization</b>			
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	
02100-	00103	Mobilization, 31 - 45 Miles	1	EA	
02100-	00104	Mobilization, 46 + Miles	1	EA	
02100-	00105	Demobilize	1	EA	
02100-	00106	Remobilize	1	EA	
<b>03000- Clearing and Grubbing</b>					
03100-	00100	<b>Removal of Items</b>			
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	1	SY	
03100-	00103	Remove Shrubs	1	EA	
03100-	00104	Remove Tree, less than 12"	1	EA	
03100-	00105	Remove Tree, 13"-24"	1	EA	
03100-	00106	Remove Tree, 25"-48"	1	EA	
03100-	00107	Remove Tree, over 48"	1	EA	
03100-	00108	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	1	LF	
03100-	00109	Remove Brick or Stucco Mailboxes and place at edge of property line	1	EA	\$1,000.00
03100-	00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	
03100-	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	
03100-	00112	Relocate existing standard mailbox	1	EA	
<b>04000- Earthwork</b>					
04100-	00100	<b>Cut and Fill</b>			
04100-	00101	Earthwork Excavation by machine	1	CY	
04100-	00102	Earthwork Excavation by hand	1	CY	
04100-	00103	Earthwork Excavate, Haul, and Install, On-site	1	CY	
04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	1	CY	
04100-	00105	Provide Fill Along Road Shoulder (Truck Measures)	1	CY	
04100-	00106	3" Top Soil	1	SY	\$2.50
04100-	00107	Earthwork Establishing Grade, County Specs 2300	1	SY	
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	1	SY	
04100-	00109	Remove and Replace Unsuitable Materials	1	CY	
04100-	00110	Final grading and seal rolling prior to paving	1	SY	
04100-	00111	Stabilization Mat Type R-1	1	SY	
04100-	00112	Stabilization Mat Type R-2	1	SY	
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	1	SY	
04100-	00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	1	SY	
04100-	00115	Dewatering, Bladder/Coffer Dam, 6' Depth	1	LF	
04100-	00116	Dewatering, Earthen Dam	1	CY	
04100-	00117	Dewatering, Sheet Piles, 8' Long	1	EA Panel	\$400.00
04100-	00118	Dewatering, Well Point	1	LF	
04100-	00119	Dewatering, Trench and/or Pipe	1	LF	
04100-	00120	Dewatering Pump	1	Day	
04100-	00121	Dewatering Permit Sampling, Per Specification Section 2300, Part 3	1	EA	
<b>04200- Ponds</b>					
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	1	SY	
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	1	EA	
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	1	EA	

J MILLER CONSTRUCTION INC.

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
04200-	00104	Filter Sand	1	CY	
04200-	00105	Filter Gravel	1	CY	
04200-	00106	Clay Core for Pond Berm	1	CY	
04200-	00107	Grade Pond Slopes	1	SY	
<b>05000-</b>	<b>Asphalt</b>				
<b>05100-</b>	<b>00100</b>	<b>Furnish and Deliver Only</b>			
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, up to 15 miles	1	TON	
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, 16-30 miles	1	TON	
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, over 30 miles	1	TON	
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, up to 15 miles	1	TON	
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, 16-30 miles	1	TON	
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, furnish and delivery only, over 30 miles	1	TON	
05100-	00107	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, up to 15 miles	1	TON	
05100-	00108	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, 16-30 miles	1	TON	
05100-	00109	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, over 30 miles	1	TON	
<b>05200-</b>	<b>00100</b>	<b>Roadway</b>			
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	1	SY	
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	1	SY	
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	1	SY	
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1	SY	
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	1	SY	
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	1	SY	
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	1	SY	
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	1	SY	
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	1	SY	
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	1	SY	
<b>05300-</b>	<b>00100</b>	<b>Driveway</b>			
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	
05300-	00103	Driveway Cut and Patch (asphalt)	1	SY	
<b>05400-</b>	<b>00100</b>	<b>Curbs, Flumes, Swales</b>			
05400-	00101	Construct 2" Thick Asphalt Flume	1	SY	
05400-	00102	Install Asphalt Curbs	1	LF	
05400-	00103	Install 2" Thick Asphalt Swale	1	SY	
<b>05500-</b>	<b>00100</b>	<b>Preservation</b>			
05500-	00101	Chip Seal Single Surface Treatment in place	1	SY	
05500-	00102	Chip Seal Double Surface Treatment in place	1	SY	
05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	1	SY	
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	1	SY	

J MILLER CONSTRUCTION INC.

<b>PD14-15.064 General Paving and Drainage Pricing Agreement</b>					<b>Contractor Name</b>
<b>Valid From October 1, 2016 till September 30, 2017</b>					
<b>Section</b>	<b>Category</b>	<b>Sub-Category</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>
05500-	00105	Install Specified Geotextile Mat, less than 500lf	1	SY	
05500-	00106	Install Specified Geotextile Mat, over 500lf	1	SY	
05500-	00107	Install Specified Geotextile Grid, less than 500lf	1	SY	
05500-	00108	Install Specified Geotextile Grid, over 500lf	1	SY	
<b>05600-</b>	<b>00100</b>	<b>Milling</b>			
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	1	SY	
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	1	SY	
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	1	SY	
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1	SY	
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	1	SY	
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	1	SY	
05600-	00107	Asphalt Millings, Shoulder Fill	1	CY	
05600-	00108	Asphalt Millings, Driveways	1	SY	
<b>05700-</b>	<b>00100</b>	<b>Patch and Removal</b>			
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	1	SY	
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	1	SY	
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	1	SY	
05700-	00104	Remove Existing Asphalt Curbs	1	LF	
05700-	00105	Remove Asphalt Swale	1	CF	
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	1	SY	
05700-	00107	Remove Existing Asphalt, 1" Average Depth	1	SY	
05700-	00108	Remove Existing Asphalt, 2" Average Depth	1	SY	
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1	SY	
05700-	00110	Remove Existing Asphalt	1	CF	
05700-	00111	Saw cut Existing Asphalt	1	LF	
<b>06000-</b>	<b>Roadway Preparation</b>				
<b>06100-</b>	<b>00100</b>	<b>Stabilization</b>			
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	1	SY	
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	1	SY	
06100-	00109	Prime Coat, less than 1000sy	1	SY	
06100-	00110	Prime Coat, over 1000sy	1	SY	
<b>06200-</b>	<b>00100</b>	<b>Base</b>			
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
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Section	Category	Sub-Category	Quantity	Units	Unit Price
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	1	SY	
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	1	SY	
06200-	00113	4" #57 Stone, less than 1000sy	1	SY	
06200-	00114	4" #57 Stone, over 1000sy	1	SY	
06200-	00115	6" #57 Stone, less than 1000sy	1	SY	
06200-	00116	6" #57 Stone, over 1000sy	1	SY	
06200-	00117	#57 Stone	1	CY	
06200-	00118	4" Bahamian base, less than 1000sy	1	SY	
06200-	00119	4" Bahamian base, over 1000sy	1	SY	
06200-	00120	6" Bahamian base, less than 1000sy	1	SY	
06200-	00121	6" Bahamian base, over 1000sy	1	SY	
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	1	SY	
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	1	SY	
<b>06300-</b>	<b>00100</b>	<b>Shoulder and Widening</b>			
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	
<b>07000-</b>	<b>Traffic</b>				
<b>07100-</b>	<b>00100</b>	<b>Calming</b>			
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	1	EA	
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	1	EA	
07100-	00103	Install County Approved Molded Rubber Mat Speed Hump/Table (Per Unit Panel, 18"x42")	1	EA	
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	1	SY	
07100-	00105	6" Pipe Bollards, Per County Detail	1	EA	
07100-	00106	8" Pipe Bollards, Per County Detail	1	EA	
07100-	00107	Remove Existing Speed Hump	1	EA	
07100-	00108	Remove Existing Speed Table	1	EA	
07100-	00109	Removable Pipe Bollards	1	EA	
<b>07200-</b>	<b>00100</b>	<b>Temporary Marking</b>			
07200-	00101	Temporary 4" Solid Stripe, White or Yellow	1	LF	
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	1	LF	
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	1	LF	
07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	1	LF	
07200-	00105	Temporary 4" Double Solid Stripe, White or Yellow	1	LF	
07200-	00106	Temporary 6" Solid Stripe, White or Yellow	1	LF	
07200-	00107	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	1	LF	
07200-	00108	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	1	LF	
07200-	00109	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	1	LF	
07200-	00110	Temporary 6" Double Solid Stripe, White or Yellow	1	LF	
07200-	00111	Temporary 8" Stripe, White or yellow	1	LF	
07200-	00112	Temporary 12" Stripe, White or yellow	1	LF	
07200-	00113	Temporary 18" Stripe, White or yellow	1	LF	
07200-	00114	Temporary 24" Stripe, White or yellow	1	LF	
07200-	00115	Temporary White Pedestrian Crosswalk	1	LF	
07200-	00116	Temporary White High Intensity Pedestrian Crosswalk	1	LF	
07200-	00117	Temporary Stop Bar	1	LF	
07200-	00118	Temporary "R X R" Pavement Message	1	EA	
07200-	00119	Temporary "SCHOOL" Pavement Message	1	EA	
07200-	00120	Temporary "STOP" Pavement Message	1	EA	
07200-	00121	Temporary "YIELD" Pavement Message	1	EA	

J MILLER CONSTRUCTION INC.

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07200-	00122	Temporary "TURN" Pavement Message	1	EA	
07200-	00123	Temporary "LANE" Pavement Message FDOT Index 17346	1	EA	
07200-	00124	Temporary "LEFT" Pavement Message FDOT Index 17346	1	EA	
07200-	00125	Temporary "RIGHT" Pavement Message FDOT Index 17346	1	EA	
07200-	00126	Temporary "MERGE" Pavement Message FDOT Index 17346	1	EA	
07200-	00127	Temporary "ONLY" Pavement Message FDOT Index 17346	1	EA	
07200-	00128	Temporary "PED XING" Pavement Message	1	EA	
07200-	00129	Temporary "BUMP" Pavement Marker	1	EA	
07200-	00130	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	
07200-	00131	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	
07200-	00132	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	\$70.00
07200-	00133	Temporary 4-12" Strips Equally Spaced	1	EA	\$70.00
07200-	00134	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	\$90.00
07200-	00135	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	\$90.00
07200-	00136	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	
07200-	00137	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	
07200-	00138	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	
07200-	00139	Temporary Handicap Parking Space with Symbol	1	EA	
07200-	00140	Temporary Reflective Pavement Markers	1	EA	
<b>07300-00100 Thermoplastic Marking</b>					
07300-	00101	Thermoplastic 4" Solid Stripe, White or Yellow	1	LF	
07300-	00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow	1	LF	
07300-	00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow	1	LF	
07300-	00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow	1	LF	
07300-	00105	Thermoplastic 4" Double Solid Stripe, White or Yellow	1	LF	
07300-	00106	Thermoplastic 6" Solid Stripe, White or Yellow	1	LF	
07300-	00107	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow	1	LF	
07300-	00108	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow	1	LF	
07300-	00109	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow	1	LF	
07300-	00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	1	LF	
07300-	00111	Thermoplastic 8" White Solid Stripe	1	LF	
07300-	00112	Thermoplastic 12" White Solid Stripe	1	LF	
07300-	00113	Thermoplastic 18" White or Yellow Solid Stripe	1	LF	
07300-	00114	Thermoplastic 24" White or Yellow Solid Stripe	1	LF	
07300-	00115	Thermoplastic White Pedestrian Crosswalk	1	LF	
07300-	00116	Thermoplastic White High Intensity Pedestrian Crosswalk	1	LF	
07300-	00117	Thermoplastic Stop Bar	1	LF	
07300-	00118	Thermoplastic "R X R" Pavement Message	1	EA	
07300-	00119	Thermoplastic "SCHOOL" Pavement Message	1	EA	
07300-	00120	Thermoplastic "STOP" Pavement Message	1	EA	
07300-	00121	Thermoplastic "YIELD" Pavement Message	1	EA	
07300-	00122	Thermoplastic "TURN" Pavement Message	1	EA	
07300-	00123	Thermoplastic Preferential Lane Marking "Diamond"	1	EA	
07300-	00124	Thermoplastic "LANE" Pavement Message	1	EA	
07300-	00125	Thermoplastic "LEFT" Pavement Message	1	EA	
07300-	00126	Thermoplastic "RIGHT" Pavement Message	1	EA	
07300-	00127	Thermoplastic "MERGE" Pavement Message	1	EA	
07300-	00128	Thermoplastic "ONLY" Pavement Message	1	EA	
07300-	00129	Thermoplastic "PED XING" Pavement Message	1	EA	
07300-	00130	Thermoplastic "BUMP" Pavement Message	1	EA	
07300-	00131	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	
07300-	00132	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	
07300-	00133	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	
07300-	00134	Thermoplastic 4-12" Strips Equally Spaced	1	EA	
07300-	00135	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	

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07300-	00136	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	
07300-	00137	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	
07300-	00138	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	
07300-	00139	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	
07300-	00140	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	1	EA	
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	1	EA	
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	1	EA	
07300-	00143	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	1	EA	
07300-	00144	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	1	EA	
07300-	00145	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	1	EA	
07300-	00146	Thermoplastic Handicap Parking Space with Symbol	1	EA	
07300-	00147	Reflective Pavement Markers	1	EA	
07300-	00148	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	1	EA	
07300-	00149	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	1	EA	
<b>07400-</b>	<b>00100</b>	<b>Signing</b>			
07400-	00101	Relocate Traffic Signs	1	EA	\$50.00
07400-	00102	Stop Sign, R1-1	1	EA	\$200.00
07400-	00103	One Way Sign, R6-1L	1	EA	\$175.00
07400-	00104	One Way Sign, R6-1R	1	EA	\$175.00
07400-	00105	Do Not Enter Sign, R5-1	1	EA	\$200.00
07400-	00106	Handicap Parking Sign, R7-8	1	EA	\$175.00
07400-	00107	Yield Sign, R1-2	1	EA	\$220.00
07400-	00108	Bike Lane Ahead Sign, R3-16	1	EA	\$220.00
07400-	00109	Bike Lane Ends Sign, R3-16a	1	EA	\$220.00
07400-	00110	Keep Right Sign, R4-7	1	EA	\$220.00
07400-	00111	Black on Orange Warning Sign	1	EA	\$230.00
07400-	00112	Regulatory Sign Black on White Metal Sign	1	EA	\$230.00
<b>07500-</b>	<b>00100</b>	<b>Signal</b>			
07500-	00101	Timing Implementation	1	LS	\$500.00
07500-	00102	Conduit, Underground	1	LF	\$8.00
07500-	00103	Conduit, Under Pavement	1	LF	
07500-	00104	Conduit, Underground, Jacked	1	LF	
07500-	00105	Cable, Signal	1	PI	
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	1	LF	
07500-	00107	Pull Box or Junction Box, Fiber Optic	1	EA	\$650.00
07500-	00108	Junction Box	1	EA	
07500-	00109	Loop Assembly, Type A	1	AS	\$650.00
07500-	00110	Loop Assembly, Type B	1	AS	
07500-	00111	Loop Assembly, Type C	1	AS	
07500-	00112	Loop Assembly, Type D	1	AS	
07500-	00113	Loop Assembly, Type E	1	AS	
07500-	00114	Loop Assembly, Type F	1	AS	
07500-	00115	Loop Assembly, Type G	1	AS	
<b>07600-</b>	<b>00100</b>	<b>Work Zone Safety</b>			
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$1,200.00
07600-	00102	On-site Law Enforcement Officer w/ Vehicle for Traffic Control	1	HR	
07600-	00103	Night or Weekend Work	1	Day	\$3,000.00
07600-	00104	Variable Message Sign	1	EA/Day	
07600-	00105	Flag Man	1	EA/Day	
07600-	00106	Black on Orange Warning Sign	1	EA/Day	

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07600-	00107	Regulatory Sign Black on White Metal Sign	1	EA/Day	
07600-	00108	R1-1 Stop Metal Sign	1	EA/Day	
07600-	00109	28" or Larger Reflective Striped Cone	1	EA/Day	
07600-	00110	28" or Larger Reflective Striped Tubular Marker	1	EA/Day	
07600-	00111	24" X 8" Vertical Panel	1	EA/Day	
07600-	00112	36" Reflective Barrel / Drum	1	EA/Day	
07600-	00113	Type I Barricade	1	EA/Day	
07600-	00114	Type II Barricade	1	EA/Day	
07600-	00115	Type III Barricade	1	EA/Day	
07600-	00116	Type A Low Intensity Flashing Lights	1	EA/Day	
07600-	00117	Type B High Intensity Flashing Lights	1	EA/Day	
07600-	00118	Type C Steady Burn Lights	1	EA/Day	
07600-	00119	24" X 24" Orange Sign Mounted Flag	1	EA/Day	
07300-	00120	Concrete Lane Dividers (Barrier Walls)	1	EA/Day	
<b>07700-</b>	<b>00100</b>	<b>Pedestrian Safety</b>			
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	1	LF	
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	1	LF	
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	1	LF	
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	1	LF	
<b>07800-</b>	<b>00100</b>	<b>Vehicular Safety</b>			
07800-	00101	Steel Post for Guardrail, FDOT Index 400	1	EA	
07800-	00102	Wood Post for Guardrail, FDOT Index 400	1	EA	
07800-	00103	W-Beam Guardrail, FDOT Index 400	1	LF	
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	1	LF	
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	
07800-	00109	End Anchorage Assembly, FDOT Index 400	1	EA	
07800-	00110	Remove Existing Guardrail	1	LF	
<b>07900-</b>	<b>00100</b>	<b>Maintenance of Traffic</b>			
07900-	00101	MOT (for contracts up to \$50,000)		LS	
07900-	00102	MOT (for contracts \$50,000 to \$100,000)		LS	\$3,000.00
07900-	00103	MOT (for contracts \$100,000 to \$150,000)		LS	\$4,000.00
07900-	00104	MOT (for contracts \$150,000 to \$200,000)		LS	\$5,000.00
07900-	00105	MOT (for contracts \$200,000 to \$250,000)		LS	\$6,500.00
07900-	00106	MOT (for contracts \$250,000 to \$300,000)		LS	\$8,000.00
07900-	00107	MOT (for contracts \$300,000 to \$350,000)		LS	\$9,000.00
<b>08000-</b>	<b>Concrete</b>				
<b>08100-</b>	<b>00100</b>	<b>Curb and Gutter</b>			
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	1	LF	
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	1	LF	
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	1	LF	
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	1	LF	
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	1	LF	
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	1	LF	
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	1	LF	
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1	LF	
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	1	LF	
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	1	LF	
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	1	LF	
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	1	LF	
08100-	00115	Concrete Bumper Guards, FDOT index 300	1	EA	
08100-	00116	Header Curb, Per County Detail, less than 500lf	1	LF	
08100-	00117	Header Curb, Per County Detail, over 500lf	1	LF	
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf	1	LF	
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	1	LF	
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	1	LF	
08100-	00121	County Type B Curb, Per County Detail, over 500lf	1	LF	
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf	1	LF	

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08100-	00123	County Roll Type Curb, Per County Detail, over 500lf	1	LF	
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail	1	SY	
<b>08200-00100 Driveway</b>					
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	
08200-	00105	6" Steel Reinforced Concrete Driveway, less than 100sy	1	SY	
08200-	00106	6" Steel Reinforced Concrete Driveway, over 100sy	1	SY	
08200-	00107	4" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	1	SY	
08200-	00108	6" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	1	SY	
<b>08300-00100 Sidewalk</b>					
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	1	LF	
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	1	LF	
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	1	LF	
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	1	LF	
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	1	EA	
08300-	00112	Detectable Handicap Warning Mat, FDOT Index 304	1	SF	
<b>08400-00100 Drainage</b>					
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	1	SY	
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	1	SY	
08400-	00103	Fiber Reinforced Concrete Flume	1	SY	
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	1	EA	
08400-	00105	Welded Wire Mesh for Concrete Reinforcement	1	SY	
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	1	EA	
08400-	00107	Baffles for Concrete Ditch (per County Detail)	1	EA	\$50.00
08400-	00108	Tied Concrete Block Material, Per County Spec 3310	1	SY	\$90.00
<b>08500-00100 Removal</b>					
08500-	00101	Saw cut Existing Concrete	1	LF	
08500-	00102	Remove Concrete Swale	1	SY	
08500-	00103	Remove Existing Concrete, 4" thick	1	SY	
08500-	00104	Remove Existing Concrete, 6" thick	1	SY	
08500-	00105	Remove Existing Concrete	1	CY	
08500-	00106	Remove Curb	1	LF	
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter	1	LF	
<b>08600-00100 Misc Concrete</b>					
08600-	00101	Misc. Concrete	1	CY	
08600-	00102	Install # 3 Rebar (0.375")	1	LF	
08600-	00103	Install # 4 Rebar (0.500")	1	LF	
08600-	00104	Install # 5 Rebar (0.625")	1	LF	
08600-	00105	Flowable fill, less than 20cy	1	CY	
08600-	00106	Flowable fill, over 20cy	1	CY	
08600-	00107	Brick Pavers	1	SY	
08600-	00108	Concrete Pavers, Permeable	1	SY	
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	1	CY	
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	1	CY	
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	1	SY	
08600-	00112	Concrete Header (Landscape curb around planted areas)	1	LF	
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	1	SY	
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	1	SY	



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<b>09100-</b>	<b>00500</b>	<b>Closed Flume Inlet, FDOT Index 200 Series</b>			
09100-	00501	Single Barrel Flume	1	EA	\$2,200.00
09100-	00502	Double Barrel Flume	1	EA	\$3,500.00
09100-	00503	Triple Barrel Flume	1	EA	
09100-	00504	Quadruple Barrel Flume	1	EA	\$7,000.00
<b>09100-</b>	<b>00600</b>	<b>County Inlets</b>			
09100-	00601	Type A Curb Inlet, 0-6' depth	1	EA	
09100-	00602	Type A Curb Inlet, 6-12' depth	1	EA	
09100-	00603	Modified Type A Curb Inlet, 0-6' depth	1	EA	
09100-	00604	Modified Type A Curb Inlet, 6-12' depth	1	EA	
09100-	00605	Type A-1 Curb Inlet, 0-6' depth	1	EA	
09100-	00606	Type A-1 Curb Inlet, 6-12' depth	1	EA	
09100-	00607	Type Double A Curb Inlet, 0-6' depth	1	EA	
09100-	00608	Type Double A Curb Inlet, 6-12' depth	1	EA	
09100-	00609	8" X 12" X 12" Yard Drain (per County Detail)	1	EA	
09100-	00610	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	
09100-	00611	12" X 12" X 12" Yard Drain (per County Detail)	1	EA	
09100-	00612	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	
09100-	00613	12" X 15" X 15" Yard Drain (per County Detail)	1	EA	
09100-	00614	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	1	EA	
09100-	00615	Clean Out For Underdrain, Paved Surface	1	EA	
09100-	00616	Clean Out For Underdrain, Unpaved Surface	1	EA	
<b>09100-</b>	<b>00700</b>	<b>Inlet Bottom</b>			
09100-	00701	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00702	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00703	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00704	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00705	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00706	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00707	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00708	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00709	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00710	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00711	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00712	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00713	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00714	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00715	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00716	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00717	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00718	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00719	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00720	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00721	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00722	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00723	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00724	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00725	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00726	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00727	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00728	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00729	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00730	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00731	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00732	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00733	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00734	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	
09100-	00735	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	
09100-	00736	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$2,700.00
09100-	00737	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,100.00
09100-	00738	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,300.00
09100-	00739	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,000.00
09100-	00740	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	

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09100-	00741	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,100.00
09100-	00742	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,600.00
09100-	00743	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,300.00
09100-	00744	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$8,000.00
<b>09100-</b>	<b>00800</b>	<b>Manholes</b>			
09100-	00801	Storm Manhole, 0-6ft depth	1	EA	\$2,200.00
09100-	00802	Storm Manhole, 6-12ft depth	1	EA	\$2,950.00
09100-	00803	Junction Box, 0-6ft depth	1	EA	\$2,200.00
09100-	00804	Junction Box, 6-12ft depth	1	EA	\$2,850.00
09100-	00805	Dog House Manhole, 0-6ft depth	1	EA	\$2,800.00
09100-	00806	Dog House Manhole, 6-12ft depth	1	EA	\$4,000.00
09100-	00807	Trench Grate (24" Wide X 12" deep includes grate lid)	1	LF	\$450.00
<b>09100-</b>	<b>00900</b>	<b>Inlet Adjustments and Modifications</b>			
09100-	00901	Remove Inlet Top	1	EA	\$450.00
09100-	00902	Remove Inlet Throat	1	EA	
09100-	00903	Pour Inlet Throat	1	EA	
09100-	00904	Reconstruct Inlet Wall	1	CY	
09100-	00905	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	
09100-	00906	Remove Curb Inlet (including top and bottom)	1	EA	
09100-	00907	Remove and Replace County Type A Inlet Top	1	EA	
09100-	00908	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	
09100-	00909	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	1	EA	
09100-	00910	Connect to Existing Inlet	1	EA	\$1,450.00
09100-	00911	Expansion Joint and Filler	1	LF	
09100-	00912	Tie to Existing Inlets, Pipe, Manhole	1	EA	
09100-	00913	Modify Grate Top Inlet to Pedestrian Grate Top	1	EA	
<b>09200-</b>	<b>Stormwater Pipe</b>				
<b>09200-</b>	<b>00100</b>	<b>(HDPE) High Density Polyethylene Pipe, Single Wall</b>			
09200-	00101	4" HDPE SW Pipe	1	LF	
09200-	00102	6" HDPE SW Pipe	1	LF	
09200-	00103	8" HDPE SW Pipe	1	LF	\$18.50
09200-	00104	12" HDPE SW Pipe	1	LF	
09200-	00105	15" HDPE SW Pipe	1	LF	
09200-	00106	18" HDPE SW Pipe	1	LF	
09200-	00107	24" HDPE SW Pipe	1	LF	
<b>09200-</b>	<b>00200</b>	<b>(HDPE) High Density Polyethylene Pipe, Double Wall</b>			
09200-	00201	6" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00202	6" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00203	8" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00204	8" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00205	12" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00206	12" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00207	15" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00208	15" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00209	18" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00210	18" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00211	24" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00212	24" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00213	30" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00214	30" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00215	36" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00216	36" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00217	42" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00218	42" HDPE DW Pipe, 6'-12' depth	1	LF	
09200-	00219	48" HDPE DW Pipe, 0'-6' depth	1	LF	
09200-	00220	48" HDPE DW Pipe, 6'-12' depth	1	LF	
<b>09200-</b>	<b>00300</b>	<b>(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe</b>			
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth	1	LF	
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth	1	LF	
09200-	00303	15" HP DW HDPE Pipe, 0'-6' depth	1	LF	

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09200-	00304	15" HP DW HDPE Pipe, 6'-12' depth	1	LF	
09200-	00305	18" HP DW HDPE Pipe, 0'-6' depth	1	LF	
09200-	00306	18" HP DW HDPE Pipe, 6'-12' depth	1	LF	
09200-	00307	24" HP DW HDPE Pipe, 0'-6' depth	1	LF	
09200-	00308	24" HP DW HDPE Pipe, 6'-12' depth	1	LF	
09200-	00309	30" HP DW HDPE Pipe, 0'-6' depth	1	LF	
09200-	00310	30" HP DW HDPE Pipe, 6'-12' depth	1	LF	
<b>09200-</b>	<b>00400</b>	<b>(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe</b>			
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth	1	LF	
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth	1	LF	
09200-	00403	48" HP TW HDPE Pipe, 0'-6' depth	1	LF	
09200-	00404	48" HP TW HDPE Pipe, 6'-12' depth	1	LF	
<b>09200-</b>	<b>00500</b>	<b>(CPVC) Corrugated Polyvinyl Chloride Pipe</b>			
09200-	00501	12" CPVC Pipe, 0'-6' depth	1	LF	
09200-	00502	12" CPVC Pipe, 6'-12' depth	1	LF	
09200-	00503	15" CPVC Pipe, 0'-6' depth	1	LF	
09200-	00504	15" CPVC Pipe, 6'-12' depth	1	LF	
09200-	00505	18" CPVC Pipe, 0'-6' depth	1	LF	
09200-	00506	18" CPVC Pipe, 6'-12' depth	1	LF	
09200-	00507	24" CPVC Pipe, 0'-6' depth	1	LF	
09200-	00508	24" CPVC Pipe, 6'-12' depth	1	LF	
09200-	00509	30" CPVC Pipe, 0'-6' depth	1	LF	
09200-	00510	30" CPVC Pipe, 6'-12' depth	1	LF	
09200-	00511	36" CPVC Pipe, 0'-6' depth	1	LF	
09200-	00512	36" CPVC Pipe, 6'-12' depth	1	LF	
<b>09200-</b>	<b>00600</b>	<b>(PVC) Polyvinyl Chloride Pipe</b>			
09200-	00601	12" PVC Pipe, 0'-6' depth	1	LF	\$28.00
09200-	00602	12" PVC Pipe, 6'-12' depth	1	LF	\$38.00
09200-	00603	15" PVC Pipe, 0'-6' depth	1	LF	\$35.00
09200-	00604	15" PVC Pipe, 6'-12' depth	1	LF	\$45.00
09200-	00605	18" PVC Pipe, 0'-6' depth	1	LF	\$50.00
09200-	00606	18" PVC Pipe, 6'-12' depth	1	LF	\$60.00
09200-	00607	24" PVC Pipe, 0'-6' depth	1	LF	\$70.00
09200-	00608	24" PVC Pipe, 6'-12' depth	1	LF	\$80.00
09200-	00609	30" PVC Pipe, 0'-6' depth	1	LF	\$120.00
09200-	00610	30" PVC Pipe, 6'-12' depth	1	LF	\$130.00
09200-	00611	36" PVC Pipe, 0'-6' depth	1	LF	\$155.00
09200-	00612	36" PVC Pipe, 6'-12' depth	1	LF	\$175.00
<b>09200-</b>	<b>00700</b>	<b>(RCP) Reinforced Concrete Pipe</b>			
09200-	00701	15" RCP Pipe, 0'-6' depth	1	LF	
09200-	00702	15" RCP Pipe, 6'-12' depth	1	LF	
09200-	00703	18" RCP Pipe, 0'-6' depth	1	LF	
09200-	00704	18" RCP Pipe, 6'-12' depth	1	LF	
09200-	00705	24" RCP Pipe, 0'-6' depth	1	LF	
09200-	00706	24" RCP Pipe, 6'-12' depth	1	LF	
09200-	00707	30" RCP Pipe, 0'-6' depth	1	LF	\$60.00
09200-	00708	30" RCP Pipe, 6'-12' depth	1	LF	
09200-	00709	36" RCP Pipe, 0'-6' depth	1	LF	\$75.00
09200-	00710	36" RCP Pipe, 6'-12' depth	1	LF	
09200-	00711	42" RCP Pipe, 0'-6' depth	1	LF	
09200-	00712	42" RCP Pipe, 6'-12' depth	1	LF	
09200-	00713	48" RCP Pipe, 0'-6' depth	1	LF	
09200-	00714	48" RCP Pipe, 6'-12' depth	1	LF	
09200-	00715	54" RCP Pipe, 6'-12' depth	1	LF	\$170.00
09200-	00716	60" RCP Pipe, 7'-12' depth	1	LF	\$220.00
09200-	00717	72" RCP Pipe, 8'-12' depth	1	LF	\$280.00
09200-	00718	84" RCP Pipe, 9'-12' depth	1	LF	\$370.00
<b>09200-</b>	<b>00800</b>	<b>(ERCP) Elliptical Reinforced Concrete Pipe</b>			
09200-	00801	12" X 18" ERCP Pipe, 0'-6' depth	1	LF	\$42.00
09200-	00802	12" X 18" ERCP Pipe, 6'-12' depth	1	LF	\$53.00
09200-	00803	14" X 23" ERCP Pipe, 0'-6' depth	1	LF	
09200-	00804	14" X 23" ERCP Pipe, 6'-12' depth	1	LF	

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09200-	00805	19" X 30" ERCP Pipe, 0'-6' depth	1	LF	
09200-	00806	19" X 30" ERCP Pipe, 6'-12' depth	1	LF	
09200-	00807	24" X 38" ERCP Pipe, 0'-6' depth	1	LF	\$120.00
09200-	00808	24" X 38" ERCP Pipe, 6'-12' depth	1	LF	\$138.00
09200-	00809	29" X 45" ERCP Pipe, 0'-6' depth	1	LF	
09200-	00810	29" X 45" ERCP Pipe, 6'-12' depth	1	LF	\$155.00
09200-	00811	34" X 53" ERCP Pipe, 0'-6' depth	1	LF	
09200-	00812	34" X 53" ERCP Pipe, 6'-12' depth	1	LF	
<b>09200-</b>	<b>00900</b>	<b>(CMP) Corrugated Metal Pipe</b>			
09200-	00901	18" CMP Pipe, 0'-6' depth	1	LF	
09200-	00902	18" CMP Pipe, 6'-12' depth	1	LF	
09200-	00903	24" CMP Pipe, 0'-6' depth	1	LF	
09200-	00904	24" CMP Pipe, 6'-12' depth	1	LF	
09200-	00905	30" CMP Pipe, 0'-6' depth	1	LF	
09200-	00906	30" CMP Pipe, 6'-12' depth	1	LF	
09200-	00907	36" CMP Pipe, 0'-6' depth	1	LF	
09200-	00908	36" CMP Pipe, 6'-12' depth	1	LF	
<b>09200-</b>	<b>01000</b>	<b>(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe</b>			
09200-	01001	6" PSW HDPE Trench Wrap Underdrain	1	LF	
09200-	01002	8" PSW HDPE Trench Wrap Underdrain	1	LF	
09200-	01003	12" PSW HDPE Trench Wrap Underdrain	1	LF	
09200-	01004	15" PSW HDPE Trench Wrap Underdrain	1	LF	
09200-	01005	18" PSW HDPE Trench Wrap Underdrain	1	LF	
09200-	01006	24" PSW HDPE Trench Wrap Underdrain	1	LF	
<b>09200-</b>	<b>01100</b>	<b>(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe</b>			
09200-	01101	6" PDW HDPE Sock Wrap Underdrain	1	LF	
09200-	01102	8" PDW HDPE Sock Wrap Underdrain	1	LF	
09200-	01103	12" PDW HDPE Sock Wrap Underdrain	1	LF	
09200-	01104	15" PDW HDPE Sock Wrap Underdrain	1	LF	
09200-	01105	18" PDW HDPE Sock Wrap Underdrain	1	LF	
09200-	01106	24" PDW HDPE Sock Wrap Underdrain	1	LF	
<b>09300-</b>	<b>Mitered End Sections</b>				
<b>09300-</b>	<b>00100</b>	<b>(RCP) Round Concrete Pipe Cross Drain MES</b>			
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$850.00
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,400.00
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,900.00
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,300.00
<b>09300-</b>	<b>00200</b>	<b>(CMP) Round Corrugated Metal Pipe Cross Drain MES</b>			
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$850.00
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,600.00
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,400.00
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,900.00
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,300.00
<b>09300-</b>	<b>00300</b>	<b>(ERCP) Elliptical Concrete Pipe Cross Drain MES</b>			
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,400.00
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	
<b>09300-</b>	<b>00400</b>	<b>(RCP) Round Concrete Pipe Side Drain MES</b>			
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$850.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$950.00

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09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	1	EA	
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,100.00
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,000.00
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,400.00
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,100.00
<b>09300-</b>	<b>00500</b>	<b>(CMP) Round Corrugated Metal Pipe Side Drain MES</b>			
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$850.00
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	1	EA	
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	1	EA	
09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280	1	EA	
09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,600.00
09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,900.00
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,900.00
<b>09300-</b>	<b>00600</b>	<b>(ERCP) Elliptical Concrete Pipe Side Drain MES</b>			
09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,100.00
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,000.00
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,700.00
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,600.00
<b>09400-</b>	<b>00100</b>	<b>Headwall and Energy Dissipator</b>			
09400-	00101	Class I Concrete for Endwalls (steel included)	1	CY	
09400-	00102	Class II Concrete for Endwalls	1	CY	\$1,450.00
09400-	00103	Reinforcing Steel for Endwalls	1	LB	
09400-	00104	Block Headwall, 8"x8"x16"	1	SF	
09400-	00105	Sand Bag Headwall, Cross Section Measurement	1	SY	
<b>09500-</b>	<b>00100</b>	<b>Misc. and Removal</b>			
09500-	00101	Construct Concrete Collar on Pipe	1	CY	\$330.00
09500-	00102	Excavate and Reinstall Existing Pipe, 6"-24"	1	LF	
09500-	00103	Excavate and Reinstall Existing Pipe, 30" and larger	1	LF	\$90.00
09500-	00104	Pipe Removal, 6"-24"	1	LF	\$18.00
09500-	00105	Pipe Removal, 30" and larger	1	LF	\$25.00
09500-	00106	Remove Gravel from Pipe Bed	1	CY	
09500-	00107	Remove Miter Ends and Plug Existing Pipe	1	EA	
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA	\$500.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	1	EA	
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	1	EA	\$250.00
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe	1	EA	\$350.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	1	CY	
<b>10000-</b>	<b>Sewer</b>				
<b>10100-</b>	<b>00100</b>	<b>Gravity</b>			
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth	1	LF	\$20.00
10100-	00102	8" Sewer Line Gravity Fed, 6-12' depth	1	LF	\$30.00
10100-	00103	10" Sewer Line Gravity Fed, 0-6' depth	1	LF	\$26.00
10100-	00104	10" Sewer Line Gravity Fed, 6-12' depth	1	LF	\$36.00
<b>10200-</b>	<b>00100</b>	<b>Force Main</b>			
10200-	00101	6" Sewer Line Force Main, 0-6' depth	1	LF	\$16.00
10200-	00102	6" Sewer Line Force Main, 6-12' depth	1	LF	\$26.00
10200-	00103	8" Sewer Line Force Main, 0-6' depth	1	LF	\$22.00
10200-	00104	8" Sewer Line Force Main, 6-12' depth	1	LF	\$33.00
10200-	00105	10" Sewer Line Force Main, 0-6' depth	1	LF	
10200-	00106	10" Sewer Line Force Main, 6-12' depth	1	LF	\$35.00
<b>10300-</b>	<b>00100</b>	<b>Manholes</b>			
10300-	00101	Sewer Manhole, 0-6ft depth	1	EA	\$5,000.00
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA	
<b>10400-</b>	<b>00100</b>	<b>Services</b>			

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
10400-	00101	4" Sewer Service Line - Short	1	LF	\$25.00
10400-	00102	4" Sewer Service Line - Long	1	LF	\$24.00
10400-	00103	6" Sewer Service Line - Short	1	LF	\$30.00
10400-	00104	6" Sewer Service Line - Long	1	LF	\$28.00
<b>10500-</b>	<b>00100</b>	<b>Fittings</b>			
10500-	00101	4" Sanitary Sewer Transition Coupling	1	EA	\$100.00
10500-	00102	6" Sanitary Sewer Transition Coupling	1	EA	\$200.00
10500-	00103	8" Sanitary Sewer Transition Coupling	1	EA	\$300.00
10500-	00104	10" Sanitary Sewer Transition Coupling	1	EA	\$400.00
10500-	00105	12" Sanitary Sewer Transition Coupling	1	EA	\$500.00
10500-	00106	8" Tapping Sleeve w/ Valve	1	EA	
10500-	00107	8" x 8" x 8" Tee Fitting	1	EA	
10500-	00108	6" x 8" x 8" Tee Fitting	1	EA	
10500-	00109	8" 90 Elbow	1	EA	
<b>10600-</b>	<b>00100</b>	<b>Miscellaneous</b>			
10600-	00101	8" Iron Clean Out	1	EA	
10600-	00102	8" Gate Valve w/ Box	1	EA	
10600-	00103	Encase Sewer Line	1	LF	
<b>11000-</b>	<b>Water</b>				
<b>11100-</b>	<b>00100</b>	<b>Pipe</b>			
11100-	00101	4" PVC Waterline, 0'-6' depth	1	LF	
11100-	00102	4" PVC Waterline, 6'-12' depth	1	LF	\$16.00
11100-	00103	6" PVC Waterline, 0'-6' depth	1	LF	
11100-	00104	6" PVC Waterline, 6'-12' depth	1	LF	\$23.00
11100-	00105	8" PVC Waterline, 0'-6' depth	1	LF	
11100-	00106	8" PVC Waterline, 6'-12' depth	1	LF	
11100-	00107	6" Iron Ductile Water Line, 0'-6' depth	1	LF	\$40.00
11100-	00108	6" Iron Ductile Water Line, 6'-12' depth	1	LF	
11100-	00109	8" Iron Ductile Water Line, 0'-6' depth	1	LF	\$48.00
11100-	00110	8" Iron Ductile Water Line, 6'-12' depth	1	LF	\$55.00
<b>11200-</b>	<b>00100</b>	<b>Services</b>			
11200-	00101	1" Water Service Line - Short	1	LF	
11200-	00102	1" Water Service Line - Long	1	LF	
11200-	00103	1.5" Water Service Line - Short	1	LF	
11200-	00104	1.5" Water Service Line - Long	1	LF	
11200-	00105	2" Water Service Line - Short	1	LF	
11200-	00106	2" Water Service Line - Long	1	LF	
<b>11300-</b>	<b>00100</b>	<b>Fittings</b>			
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	1	EA	
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	1	EA	
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	1	EA	
11300-	00104	6" Ductile Iron Transition Fitting	1	EA	
11300-	00105	8" Ductile Iron Transition Fitting	1	EA	
11300-	00106	4" x 4" x 4" Tee Fitting	1	EA	
11300-	00107	4" x 6" x 6" Tee Fitting	1	EA	
11300-	00108	6" x 6" x 6" Tee Fitting	1	EA	
11300-	00109	4" Elbow, 22.5°, 45°, 90°	1	EA	
11300-	00110	6" Elbow, 22.5°, 45°, 90°	1	EA	
11300-	00111	8" Elbow, 22.5°, 45°, 90°	1	EA	
11300-	00112	6" Gate Valve w/ Box	1	EA	
11300-	00113	6" Gate Valve	1	EA	
11300-	00114	8" Tapping Sleeve w/ Valve	1	EA	
11300-	00115	8" Gate Valve w/ Box	1	EA	
11300-	00116	4" Insert-A-Valve	1	EA	
11300-	00117	6" Insert-A-Valve	1	EA	
11300-	00118	8" Insert-A-Valve	1	EA	
<b>11400-</b>	<b>00100</b>	<b>Miscellaneous</b>			
11400-	00101	Adjust Water Meter (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	



J MILLER CONSTRUCTION INC.

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
13300-	00103	Silt Fence Type IV, less than 500lf	1	LF	
13300-	00104	Silt Fence Type IV, over 500lf	1	LF	
13300-	00105	Staked Turbidity Barrier	1	LF	
13300-	00106	Floating Turbidity Barrier	1	LF	
13300-	00107	Safety Fence, less than 500lf	1	LF	
13300-	00108	Safety Fence, over 500lf	1	LF	
13300-	00109	Baled Hay or Straw	1	EA	\$9.00
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	
13300-	00111	Construct Stabilized Gravel Construction Entrance	1	SY	\$15.00
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	
13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	
<b>13400-</b>	<b>00100</b>	<b>Removal</b>			
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	1	CY	
13400-	00102	Remove Existing Concrete Energy Dissipater	1	EA	\$1,500.00
<b>14000-</b>	<b>Fence</b>				
<b>14100-</b>	<b>00100</b>	<b>Chain Link</b>			
14100-	00101	4' Chain Link Fence	1	LF	
14100-	00102	6' Chain Link Fence	1	LF	
14100-	00103	4' X 4' Single Chain Link Swing Gate	1	EA	
14100-	00104	4' X 6' Single Chain Link Swing Gate	1	EA	
14100-	00105	6' X 6' Single Chain Link Swing Gate	1	EA	
14100-	00106	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	1	EA	
14100-	00107	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	
14100-	00108	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	
14100-	00109	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	1	EA	
14100-	00110	6' X 24' Double Chain Link Cantilever Slide Gate, (2) 12' Gates	1	EA	
<b>14200-</b>	<b>00100</b>	<b>Wire</b>			
14200-	00101	4' Wire Fence	1	LF	
<b>14300-</b>	<b>00100</b>	<b>Wood</b>			
14300-	00101	Wood Split Rail Fence	1	LF	
14300-	00102	6' Wood Fence (Non alternating Vertical Boards)	1	LF	
14300-	00103	6' Wood Fence (Alternating Vertical Boards)	1	LF	
14300-	00104	Single Wood Gate 6' X 4'	1	EA	\$130.00
14300-	00105	Single Wood Gate 6' X 5'	1	EA	\$140.00
14300-	00106	Double Wood Gate 6' X 5'	1	EA	\$225.00
14300-	00107	Double Wood Gate 6' X 14' (two 7' gates w/ metal frame)	1	EA	\$650.00
<b>14400-</b>	<b>00100</b>	<b>Removal</b>			
14400-	00101	Remove Existing 6' Wood Fence	1	LF	\$5.00
14400-	00102	Remove Existing Split Rail Fence	1	LF	\$2.50
14400-	00103	Remove Existing Chain Link Fence	1	LF	\$3.50
14400-	00104	Remove Existing Wire Fence	1	LF	\$3.50
<b>14500-</b>	<b>00100</b>	<b>Posts</b>			
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	1	EA	
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	1	EA	\$30.00
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	1	EA	\$45.00
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	1	EA	\$90.00
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	1	EA	
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	1	EA	
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	1	EA	\$35.00
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	1	EA	
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	1	EA	
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	1	EA	\$90.00
<b>14600-</b>	<b>00100</b>	<b>Retaining Wall</b>			
14600-	00101	Composite Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$425.00
14600-	00102	Steel Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$425.00

J MILLER CONSTRUCTION INC.

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
14600-	00103	Vinyl Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$250.00
14600-	00104	Decorative 6" Thick Concrete Retaining Wall, Up to 3' High	1	LF	
<b>15000- Irrigation</b>					
<b>15100-</b>	<b>00100</b>	<b>Sprinkler Head</b>			
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$75.00
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	1	EA	\$50.00
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	1	EA	\$80.00
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$80.00
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$80.00
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$90.00
15100-	00107	Rotor Type Sprinkler Head on Riser	1	EA	\$90.00
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade	1	EA	\$80.00
15100-	00109	4" Spray Type Sprinkler Head	1	EA	\$50.00
15100-	00110	6" Spray Type Sprinkler Head	1	EA	
15100-	00111	12" Spray Type Sprinkler Head	1	EA	
15100-	00112	Spray Type Sprinkler Head on Riser	1	EA	
15100-	00113	Spray Type Sprinkler Head on Riser on Grade	1	EA	
<b>15200-</b>	<b>00100</b>	<b>Sprinkler Line</b>			
15200-	00101	Flexible Drip Tubing Installed Below Grade	1	EA	
15200-	00102	Flexible Drip Tubing Installed Above Grade	1	EA	
15200-	00103	1/2" PVC sprinkler line , less than 150lf	1	LF	\$2.75
15200-	00104	1/2" PVC sprinkler line, over 150lf	1	LF	\$2.75
15200-	00105	3/4" PVC sprinkler line, less than 150lf	1	LF	\$3.00
15200-	00106	3/4" PVC sprinkler line, over 150lf	1	LF	\$3.00
15200-	00107	1" PVC sprinkler line, less than 150lf	1	LF	\$3.25
15200-	00108	1" PVC sprinkler line, over 150lf	1	LF	\$3.25
15200-	00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	1	LF	\$3.75
15200-	00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	1	LF	\$3.75
15200-	00111	2" Schedule 40 PVC sprinkler line, less than 150lf	1	LF	\$4.00
15200-	00112	2" Schedule 40 PVC sprinkler line, over 150lf	1	LF	\$4.00
<b>15300-</b>	<b>00100</b>	<b>Fittings and Valves</b>			
15300-	00101	Deep Well Tree Bubbler	1	EA	
15300-	00102	Tree Emitter w/ Tree Grate	1	EA	
15300-	00103	Multi-Outlet Emitter Installed in a Box	1	EA	
15300-	00104	Multi-Outlet Emitter Installed below grade	1	EA	
15300-	00105	Single-Outlet Emitter Installed Below Grade	1	EA	
15300-	00106	Drip Emitter Tubing Outlet	1	EA	
15300-	00107	90 degree PVC Fitting	1	EA	
15300-	00108	"T" PVC Fitting	1	EA	
15300-	00109	"Cross" PVC Fitting	1	EA	
15300-	00110	Flex Pipe	1	EA	
15300-	00111	Flex Pipe Nipple	1	EA	
15300-	00112	Flex Pipe "T"	1	EA	\$2.50
15300-	00113	Flex Pipe Elbow	1	EA	\$2.50
15300-	00114	Install 4" Conduit for irrigation pipe	1	LF	
15300-	00115	Install Electrical Conduit for irrigation System	1	LF	
15300-	00116	Multiple Day Pump Timer (Intermatic)	1	EA	
15300-	00117	3 zone Switching Box	1	EA	
15300-	00118	4 zone Switching Box	1	EA	
15300-	00119	1.5 hp Pump	1	EA	
15300-	00120	2.0 hp Pump	1	EA	
15300-	00121	Solar Powered Solenoid	1	EA	
15300-	00122	DC Powered Solenoid	1	EA	
15300-	00123	AC Powered Solenoid	1	EA	
15300-	00124	Backflow Preventer w/ Enclosure	1	EA	
15300-	00125	Pressure Reducing Valves	1	EA	
15300-	00126	Pressure Vacuum Breaker w/ Enclosure	1	EA	
15300-	00127	Wye Strainer	1	EA	
15300-	00128	Shut Off Valve: Gate Valve Type 2" or Smaller	1	EA	
15300-	00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	1	EA	
15300-	00130	Shut Off Valve: Butterfly Valve Type	1	EA	
15300-	00131	Quick Coupler Valve	1	EA	
15300-	00132	Angle Valve	1	EA	



PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
16500-	00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick	1	EA	\$38.00
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	1	SY	\$200.00
16500-	00103	Cord Grass	1	EA	
16500-	00104	Arrow Head	1	EA	
16500-	00105	Pickend Weed	1	EA	
<b>17000- Miscellaneous</b>					
17100-	00101	Adjust Existing Gas Valve	1	EA	
17100-	00102	Jobsite Board for posting project information, permits, etc.	1	EA	
17100-	00103	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	\$350.00
17100-	00104	Subsurface Utility Exploration (Post Hole Diggers Only), per hole	1	EA	
<b>18000- Natural Disaster Fee (Not to exceed 25% of the contract)</b>					
18100-	00101	Emergency Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	1	Per \$10,000	

**BID FORM**  
**Specification Number PD 14-15.064**  
**General Paving and Drainage Pricing Agreement**

*Complete Units*

Board of County Commissioners

Date: 7-5-2016

Escambia County, Florida  
 Pensacola, Florida 32502

Gentlemen:

In accordance with your Invitation for Bids and Instructions to Bidders for **General Paving, Drainage and & Pricing Agreement** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following prices: \_\_\_\_\_

(Company Name)

<b>General Paving and Drainage Pricing Agreement</b>			<b>Contractor Name</b>	
<b>Valid From October 1, 2015 till September 30, 2016</b>				
<b>Section</b>	<b>Category</b>	<b>Sub-Category</b>	<b>Units</b>	<b>Unit Price</b>
<b>01000-</b>	<b>Insurance</b>			
<b>01100-</b>	<b>00100</b>	<b>Performance Bond</b>		
01100-	00101	Performance Bond	Per \$1000	\$9.00
<b>02000-</b>	<b>Equipment</b>			
<b>02100-</b>	<b>00100</b>	<b>Mobilization</b>		
02100-	00101	Mobilization, 0 - 15 Miles	EA	\$1,600.00
02100-	00102	Mobilization, 16 - 30 Miles	EA	\$1,850.00
02100-	00103	Mobilization, 31 - 45 Miles	EA	\$2,800.00
02100-	00104	Mobilization, 46 + Miles	EA	\$3,500.00
02100-	00105	Demobilize	EA	\$2,000.00
02100-	00106	Remobilize	EA	\$2,000.00
<b>03000-</b>	<b>Clearing and Grubbing</b>			
<b>03100-</b>	<b>00100</b>	<b>Removal of Items</b>		
03100-	00101	Clearing and Grubbing, per County Specifications 2230	ACRE	\$7,600.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	SY	\$3.15
03100-	00103	Remove Shrubs	EA	\$65.00
03100-	00104	Remove Tree, less than 12"	EA	\$200.00
03100-	00105	Remove Tree, 13"-24"	EA	\$400.00
03100-	00106	Remove Tree, 25"-48"	EA	\$1,600.00
03100-	00107	Remove Tree, over 48"	EA	\$2,000.00
03100-	00108	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	LF	\$0.30

MIDSOUTH PAVING INC

03100-00109	Remove Brick or Stucco Mailboxes and place at edge of property line	EA	\$540.00
03100-00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	EA	\$320.00
03100-00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	EA	\$295.00
03100-00112	Relocate existing standard mailbox	EA	\$120.00
<b>04000-</b>	<b>Earthwork</b>		
<b>04100-00100</b>	<b>Cut and Fill</b>		
04100-00101	Earthwork Excavation by machine	CY	\$6.50
04100-00102	Earthwork Excavation by hand	CY	\$36.00
04100-00103	Earthwork Excavate, Haul, and Install, On-site	CY	\$9.90
04100-00104	Earthwork Borrow, FDOT Specification 120-2.2.2	CY	\$12.00
04100-00105	Provide Fill Along Road Shoulder (Truck Measures)	CY	\$12.00
04100-00106	3" Top Soil	SY	\$3.00
04100-00107	Earthwork Establishing Grade, County Specs 2300	SY	\$2.50
04100-00108	Re-establish Grade on Ditch, County Specs 2300	SY	\$2.20
04100-00109	Remove and Replace Unsuitable Materials	CY	\$25.00
04100-00110	Final grading and seal rolling prior to paving	SY	\$6.00
04100-00111	Stabilization Mat Type R-1	SY	\$6.00
04100-00112	Stabilization Mat Type R-2	SY	\$6.00
04100-00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	SY	\$1.50
04100-00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	SY	\$1.00
04100-00115	Dewatering, Bladder/Coffer Dam, 6' Depth	LF	\$360.00
04100-00116	Dewatering, Earthen Dam	CY	\$186.73
04100-00117	Dewatering, Sheet Piles, 8' Long	EA Panel	\$522.00
04100-00118	Dewatering, Well Point	LF	\$30.00
04100-00119	Dewatering, Trench and/or Pipe	LF	\$30.00
04100-00120	Dewatering Pump	Day	\$300.00
04100-00121	Dewatering Permit Sampling, Per Specification Section 2300, Part 3	EA	\$1,200.00
<b>04200-00100</b>	<b>Ponds</b>		
04200-00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	SY	\$30.95
04200-00102	Install Aluminum Trash Rack/Skimmer at Outfall	EA	\$3,600.00
04200-00103	Install Wood Trash Rack/Skimmer at Outfall	EA	\$2,400.00
04200-00104	Filter Sand	CY	\$40.97
04200-00105	Filter Gravel	CY	\$66.00
04200-00106	Clay Core for Pond Berm	CY	\$45.97
04200-00107	Grade Pond Slopes	SY	\$6.60
<b>05000-</b>	<b>Asphalt</b>		

MIDSOUTH PAVING INC

<b>05100-00100</b>		<b>Furnish and Deliver Only</b>		
05100-00101		County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, up to 15 miles	TON	\$66.00
05100-00102		County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, 16-30 miles	TON	\$77.00
05100-00103		County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, over 30 miles	TON	\$82.50
05100-00104		County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, up to 15 miles	TON	\$65.00
05100-00105		County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, 16-30 miles	TON	\$76.00
05100-00106		County Spec 2500 Type SP 12.5 Asphalt, furnish and delivery only, over 30 miles	TON	\$81.50
05100-00107		FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, up to 15 miles	TON	\$102.00
05100-00108		FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, 16-30 miles	TON	\$110.00
05100-00109		FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, over 30 miles	TON	\$112.50
<b>05200-00100</b>		<b>Roadway</b>		
05200-00101		1" FDOT Type FC 9.5 Asphalt, less than 1500sy	SY	\$10.25
05200-00102		1" FDOT Type FC 9.5 Asphalt, over 1500sy	SY	\$6.35
05200-00103		1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	SY	\$13.15
05200-00104		1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	SY	\$6.85
05200-00105		2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	SY	\$9.85
05200-00106		2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	SY	\$8.35
05200-00107		4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	SY	\$34.50
05200-00108		4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	SY	\$16.80
05200-00109		Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	SY	\$7.20
05200-00110		Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	SY	\$3.50
05200-00111		Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	SY	\$8.85
05200-00112		Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	SY	\$4.25
05200-00113		1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	SY	\$8.85
05200-00114		1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	SY	\$4.40
<b>05300-00100</b>		<b>Driveway</b>		
05300-00101		1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	SY	\$14.45
05300-00102		1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	SY	\$14.50
05300-00103		Driveway Cut and Patch (asphalt)	SY	\$30.00
<b>05400-00100</b>		<b>Curbs, Flumes, Swales</b>		
05400-00101		Construct 2" Thick Asphalt Flume	SY	\$90.00

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05400-	00102	Install Asphalt Curbs	LF	\$21.60
05400-	00103	Install 2" Thick Asphalt Swale	SY	\$90.00
<b>05500-</b>	<b>00100</b>	<b>Preservation</b>		
05500-	00101	Chip Seal Single Surface Treatment in place	SY	No Bid
05500-	00102	Chip Seal Double Surface Treatment in place	SY	No Bid
05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	SY	\$8.50
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	SY	\$6.75
05500-	00105	Install Specified Geotextile Mat, less than 500lf	SY	\$5.00
05500-	00106	Install Specified Geotextile Mat, over 500lf	SY	\$5.00
05500-	00107	Install Specified Geotextile Grid, less than 500lf	SY	\$10.00
05500-	00108	Install Specified Geotextile Grid, over 500lf	SY	\$10.00
<b>05600-</b>	<b>00100</b>	<b>Milling</b>		
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	SY	\$3.95
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	SY	\$3.60
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	SY	\$4.80
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	SY	\$4.20
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	SY	\$7.65
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	SY	\$6.60
05600-	00107	Asphalt Millings, Shoulder Fill	CY	\$30.00
05600-	00108	Asphalt Millings, Driveways	SY	\$6.00
<b>05700-</b>	<b>00100</b>	<b>Patch and Removal</b>		
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	SY	\$120.00
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	SY	\$240.00
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	SY	\$95.00
05700-	00104	Remove Existing Asphalt Curbs	LF	\$5.05
05700-	00105	Remove Asphalt Swale	CF	\$14.25
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	SY	\$2.55
05700-	00107	Remove Existing Asphalt, 1" Average Depth	SY	\$2.55
05700-	00108	Remove Existing Asphalt, 2" Average Depth	SY	\$2.55
05700-	00109	Remove Existing Asphalt, 3" Average Depth	SY	\$3.15
05700-	00110	Remove Existing Asphalt	CF	\$2.40
05700-	00111	Saw cut Existing Asphalt	LF	\$2.40
<b>06000-</b>	<b>Roadway Preparation</b>			
<b>06100-</b>	<b>00100</b>	<b>Stabilization</b>		
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	SY	\$6.30
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	SY	\$6.30
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	SY	\$6.30

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06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	SY	\$6.30
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	SY	\$6.30
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	SY	\$6.30
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting,	SY	\$5.05
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting,	SY	\$5.05
06100-	00109	Prime Coat, less than 1000sy	SY	\$1.40
06100-	00110	Prime Coat, over 1000sy	SY	\$1.20
<b>06200-</b>	<b>00100</b>	<b>Base</b>		
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	\$11.35
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	\$11.35
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	\$16.45
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	\$15.60
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	\$21.45
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	\$21.45
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	\$26.55
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	\$26.55
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	\$31.60
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	\$31.60
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	SY	\$8.85
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	SY	\$6.30
06200-	00113	4" #57 Stone, less than 1000sy	SY	\$11.35
06200-	00114	4" #57 Stone, over 1000sy	SY	\$11.35
06200-	00115	6" #57 Stone, less than 1000sy	SY	\$15.15
06200-	00116	6" #57 Stone, over 1000sy	SY	\$15.15
06200-	00117	#57 Stone	CY	\$63.15
06200-	00118	4" Bahamian base, less than 1000sy	SY	\$11.35
06200-	00119	4" Bahamian base, over 1000sy	SY	\$11.35
06200-	00120	6" Bahamian base, less than 1000sy	SY	\$16.45
06200-	00121	6" Bahamian base, over 1000sy	SY	\$16.45
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	SY	\$8.85
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	SY	\$6.30
<b>06300-</b>	<b>00100</b>	<b>Shoulder and Widening</b>		
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	\$27.90
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$24.60
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	\$37.65
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$31.55

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06300-00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	\$45.25
06300-00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$39.10
06300-00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	\$55.40
06300-00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$51.75
06300-00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	\$67.75
06300-00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	\$55.45
<b>07000-</b>	<b>Traffic</b>		
<b>07100-00100</b>	<b>Calming</b>		
07100-00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	EA	\$3,500.00
07100-00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per	EA	\$5,500.00
07100-00103	Install County Approved Molded Rubber Mat Speed Hump/Table (Per Unit Panel, 18"x42")	EA	\$3,500.00
07100-00104	Street Print (Offset Brick, Terracotta or Brick color)	SY	No Bid
07100-00105	6" Pipe Bollards, Per County Detail	EA	\$660.00
07100-00106	8" Pipe Bollards, Per County Detail	EA	\$780.00
07100-00107	Remove Existing Speed Hump	EA	\$1,200.00
07100-00108	Remove Existing Speed Table	EA	\$1,200.00
07100-00109	Removable Pipe Bollards	EA	\$1,440.00
<b>07200-00100</b>	<b>Temporary Marking</b>		
07200-00101	Temporary 4" Solid Stripe, White or Yellow	LF	\$0.30
07200-00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	LF	\$0.30
07200-00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	LF	\$0.36
07200-00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	LF	\$0.42
07200-00105	Temporary 4" Double Solid Stripe, White or Yellow	LF	\$0.60
07200-00106	Temporary 6" Solid Stripe, White or Yellow	LF	\$0.38
07200-00107	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	LF	\$0.38
07200-00108	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	LF	\$0.44
07200-00109	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	LF	\$0.48
07200-00110	Temporary 6" Double Solid Stripe, White or Yellow	LF	\$0.77
07200-00111	Temporary 8" Stripe, White or yellow	LF	\$0.96
07200-00112	Temporary 12" Stripe, White or yellow	LF	\$2.40
07200-00113	Temporary 18" Stripe, White or yellow	LF	\$3.60
07200-00114	Temporary 24" Stripe, White or yellow	LF	\$4.80
07200-00115	Temporary White Pedestrian Crosswalk	LF	\$8.40
07200-00116	Temporary White High Intensity Pedestrian Crosswalk	LF	\$12.00
07200-00117	Temporary Stop Bar	LF	\$4.80
07200-00118	Temporary "R X R" Pavement Message	EA	\$90.00
07200-00119	Temporary "SCHOOL" Pavement Message	EA	\$114.00
07200-00120	Temporary "STOP" Pavement Message	EA	\$60.00
07200-00121	Temporary "YIELD" Pavement Message	EA	\$72.00
07200-00122	Temporary "TURN" Pavement Message	EA	\$60.00
07200-00123	Temporary "LANE" Pavement Message FDOT Index 17346	EA	\$60.00

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07200-00124	Temporary "LEFT" Pavement Message FDOT Index 17346	EA	\$60.00
07200-00125	Temporary "RIGHT" Pavement Message FDOT Index 17346	EA	\$72.00
07200-00126	Temporary "MERGE" Pavement Message FDOT Index 17346	EA	\$72.00
07200-00127	Temporary "ONLY" Pavement Message FDOT Index 17346	EA	\$60.00
07200-00128	Temporary "PED XING" Pavement Message	EA	\$144.00
07200-00129	Temporary "BUMP" Pavement Marker	EA	\$60.00
07200-00130	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	EA	\$42.00
07200-00131	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	\$48.00
07200-00132	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	\$84.00
07200-00133	Temporary 4-12" Strips Equally Spaced	EA	\$90.00
07200-00134	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	EA	\$126.00
07200-00135	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	EA	\$102.00
07200-00136	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	LF	\$12.00
07200-00137	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	LF	\$24.00
07200-00138	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	EA	\$72.00
07200-00139	Temporary Handicap Parking Space with Symbol	EA	\$210.00
07200-00140	Temporary Reflective Pavement Markers	EA	\$6.00
<b>07300-00100</b>	<b>Thermoplastic Marking</b>		
07300-00101	Thermoplastic 4" Solid Stripe, White or Yellow	LF	\$0.90
07300-00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow	LF	\$0.90
07300-00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow	LF	\$1.38
07300-00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow	LF	\$1.38
07300-00105	Thermoplastic 4" Double Solid Stripe, White or Yellow	LF	\$1.80
07300-00106	Thermoplastic 6" Solid Stripe, White or Yellow	LF	\$1.08
07300-00107	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow	LF	\$1.08
07300-00108	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow	LF	\$1.62
07300-00109	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow	LF	\$1.62
07300-00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	LF	\$3.60
07300-00111	Thermoplastic 8" White Solid Stripe	LF	\$4.80
07300-00112	Thermoplastic 12" White Solid Stripe	LF	\$6.60
07300-00113	Thermoplastic 18" White or Yellow Solid Stripe	LF	\$8.40
07300-00114	Thermoplastic 24" White or Yellow Solid Stripe	LF	\$26.40
07300-00115	Thermoplastic White Pedestrian Crosswalk	LF	\$30.00
07300-00116	Thermoplastic White High Intensity Pedestrian Crosswalk	LF	\$8.40
07300-00117	Thermoplastic Stop Bar	LF	\$228.00
07300-00118	Thermoplastic "R X R" Pavement Message	EA	\$144.00
07300-00119	Thermoplastic "SCHOOL" Pavement Message	EA	\$132.00
07300-00120	Thermoplastic "STOP" Pavement Message	EA	\$144.00
07300-00121	Thermoplastic "YIELD" Pavement Message	EA	\$132.00
07300-00122	Thermoplastic "TURN" Pavement Message	EA	\$108.00
07300-00123	Thermoplastic Preferential Lane Marking "Diamond"	EA	\$132.00

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07300-00124	Thermoplastic "LANE" Pavement Message	EA	\$132.00
07300-00125	Thermoplastic "LEFT" Pavement Message	EA	\$144.00
07300-00126	Thermoplastic "RIGHT" Pavement Message	EA	\$144.00
07300-00127	Thermoplastic "MERGE" Pavement Message	EA	\$132.00
07300-00128	Thermoplastic "ONLY" Pavement Message	EA	\$168.00
07300-00129	Thermoplastic "PED XING" Pavement Message	EA	\$132.00
07300-00130	Thermoplastic "BUMP" Pavement Message	EA	\$78.00
07300-00131	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	EA	\$84.00
07300-00132	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	\$108.00
07300-00133	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	\$216.00
07300-00134	Thermoplastic 4-12" Strips Equally Spaced	EA	\$354.00
07300-00135	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	EA	\$162.00
07300-00136	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	EA	\$42.00
07300-00137	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B- 14 (12" X 18")	LF	\$54.00
07300-00138	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B- 14 (24" X 36")	LF	\$234.00
07300-00139	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	EA	\$492.00
07300-00140	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B- 27 Option A	EA	\$564.00
07300-00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B- 29 Option A and Figure 3B-31	EA	\$492.00
07300-00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	EA	\$492.00
07300-00143	Thermoplastic Speed Hump Markings per MUTCD Figure 3B- 29 Option A	EA	\$564.00
07300-00144	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	EA	\$564.00
07300-00145	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	EA	\$540.00
07300-00146	Thermoplastic Handicap Parking Space with Symbol	EA	\$6.60
07300-00147	Reflective Pavement Markers	EA	\$342.00
07300-00148	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	EA	\$1,800.00
07300-00149	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	EA	\$1,800.00
<b>07400-00100</b>	<b>Signing</b>		
07400-00101	Relocate Traffic Signs	EA	\$42.00
07400-00102	Stop Sign, R1-1	EA	\$234.00
07400-00103	One Way Sign, R6-1L	EA	\$192.00
07400-00104	One Way Sign, R6-1R	EA	\$192.00
07400-00105	Do Not Enter Sign, R5-1	EA	\$234.00
07400-00106	Handicap Parking Sign, R7-8	EA	\$174.00
07400-00107	Yield Sign, R1-2	EA	\$216.00
07400-00108	Bike Lane Ahead Sign, R3-16	EA	\$216.00
07400-00109	Bike Lane Ends Sign, R3-16a	EA	\$216.00

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07400-	00110	Keep Right Sign, R4-7	EA	\$216.00
07400-	00111	Black on Orange Warning Sign	EA	\$246.00
07400-	00112	Regulatory Sign Black on White Metal Sign	EA	\$234.00
<b>07500-</b>	<b>00100</b>	<b>Signal</b>		
07500-	00101	Timing Implementation	LS	\$600.00
07500-	00102	Conduit, Underground	LF	\$9.60
07500-	00103	Conduit, Under Pavement	LF	\$18.00
07500-	00104	Conduit, Underground, Jacked	LF	\$18.00
07500-	00105	Cable, Signal	PI	\$3,600.00
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	LF	\$4.80
07500-	00107	Pull Box or Junction Box, Fiber Optic	EA	\$720.00
07500-	00108	Junction Box	EA	\$540.00
07500-	00109	Loop Assembly, Type A	AS	\$720.00
07500-	00110	Loop Assembly, Type B	AS	\$660.00
07500-	00111	Loop Assembly, Type C	AS	\$720.00
07500-	00112	Loop Assembly, Type D	AS	\$780.00
07500-	00113	Loop Assembly, Type E	AS	\$840.00
07500-	00114	Loop Assembly, Type F	AS	\$1,200.00
07500-	00115	Loop Assembly, Type G	AS	\$960.00
<b>07600-</b>	<b>00100</b>	<b>Work Zone Safety</b>		
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	\$1,800.00
07600-	00102	On-site Law Enforcement Officer w/ Vehicle for Traffic Control	HR	\$50.00
07600-	00103	Night or Weekend Work	Day	\$3,000.00
07600-	00104	Variable Message Sign	EA/Day	\$29.40
07600-	00105	Flag Man	EA/Day	\$426.00
07600-	00106	Black on Orange Warning Sign	EA/Day	\$0.54
07600-	00107	Regulatory Sign Black on White Metal Sign	EA/Day	\$0.54
07600-	00108	R1-1 Stop Metal Sign	EA/Day	\$0.54
07600-	00109	28" or Larger Reflective Striped Cone	EA/Day	\$0.36
07600-	00110	28" or Larger Reflective Striped Tubular Marker	EA/Day	\$0.36
07600-	00111	24" X 8" Vertical Panel	EA/Day	\$0.30
07600-	00112	36" Reflective Barrel / Drum	EA/Day	\$0.30
07600-	00113	Type I Barricade	EA/Day	\$0.30
07600-	00114	Type II Barricade	EA/Day	\$0.30
07600-	00115	Type III Barricade	EA/Day	\$0.54
07600-	00116	Type A Low Intensity Flashing Lights	EA/Day	\$0.30
07600-	00117	Type B High Intensity Flashing Lights	EA/Day	\$0.78
07600-	00118	Type C Steady Burn Lights	EA/Day	\$0.30
07600-	00119	24" X 24" Orange Sign Mounted Flag	EA/Day	\$0.24
07300-	00120	Concrete Lane Dividers (Barrier Walls)	EA/Day	\$48.00
<b>07700-</b>	<b>00100</b>	<b>Pedestrian Safety</b>		

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07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	LF	\$360.00
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	LF	\$300.00
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	LF	\$300.00
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	LF	\$360.00
<b>07800-</b>	<b>00100</b>	<b>Vehicular Safety</b>		
07800-	00101	Steel Post for Guardrail, FDOT Index 400	EA	\$261.60
07800-	00102	Wood Post for Guardrail, FDOT Index 400	EA	\$270.00
07800-	00103	W-Beam Guardrail, FDOT Index 400	LF	\$36.00
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	LF	\$57.60
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	LF	\$45.60
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	LF	\$72.00
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	LF	\$50.40
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	LF	\$78.00
07800-	00109	End Anchorage Assembly, FDOT Index 400	EA	\$3,360.00
07800-	00110	Remove Existing Guardrail	LF	\$13.20
<b>07900-</b>	<b>00100</b>	<b>Maintenance of Traffic</b>		
07900-	00101	MOT (for contracts up to \$50,000)	LS	\$5,000.00
07900-	00102	MOT (for contracts \$50,000 to \$100,000)	LS	\$10,000.00
07900-	00103	MOT (for contracts \$100,000 to \$150,000)	LS	\$15,000.00
07900-	00104	MOT (for contracts \$150,000 to \$200,000)	LS	\$20,000.00
07900-	00105	MOT (for contracts \$200,000 to \$250,000)	LS	\$25,000.00
07900-	00106	MOT (for contracts \$250,000 to \$300,000)	LS	\$30,000.00
07900-	00107	MOT (for contracts \$300,000 to \$350,000)	LS	\$35,000.00
<b>08000-</b>	<b>Concrete</b>			
<b>08100-</b>	<b>00100</b>	<b>Curb and Gutter</b>		
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	LF	\$15.60
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	LF	\$15.60
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	LF	\$15.60
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	LF	\$15.60
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	LF	\$16.80
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	LF	\$16.80
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	LF	\$16.80
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	LF	\$15.60
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	LF	\$15.60
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	LF	\$14.40
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	LF	\$24.00
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	LF	\$24.00
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	LF	\$16.80
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	LF	\$16.80
08100-	00115	Concrete Bumper Guards, FDOT index 300	EA	\$72.36

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08100-00116	Header Curb, Per County Detail, less than 500lf	LF	\$16.80
08100-00117	Header Curb, Per County Detail, over 500lf	LF	\$16.80
08100-00118	1' Ribbon Curb, Per County Detail, less than 500lf	LF	\$14.40
08100-00119	1' Ribbon Curb, Per County Detail, over 500lf	LF	\$14.40
08100-00120	County Type B Curb, Per County Detail, less than 500lf	LF	\$15.60
08100-00121	County Type B Curb, Per County Detail, over 500lf	LF	\$14.40
08100-00122	County Roll Type Curb, Per County Detail, less than 500lf	LF	\$16.80
08100-00123	County Roll Type Curb, Per County Detail, over 500lf	LF	\$16.80
08100-00124	Valley Gutter Section, 6" thick, Per County Detail	SY	\$40.80
<b>08200-00100</b>	<b>Driveway</b>		
08200-00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	SY	\$33.60
08200-00102	4" Fiber Reinforced Concrete Driveway, over 100sy	SY	\$33.60
08200-00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	SY	\$40.80
08200-00104	6" Fiber Reinforced Concrete Driveway, over 100sy	SY	\$40.80
08200-00105	6" Steel Reinforced Concrete Driveway, less than 100sy	SY	\$40.80
08200-00106	6" Steel Reinforced Concrete Driveway, over 100sy	SY	\$40.80
08200-00107	4" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	SY	\$60.00
08200-00108	6" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	SY	\$60.00
<b>08300-00100</b>	<b>Sidewalk</b>		
08300-00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	\$15.60
08300-00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	\$15.60
08300-00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	\$19.20
08300-00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	\$19.20
08300-00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	\$21.60
08300-00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	\$21.60
08300-00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	LF	\$28.80
08300-00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	LF	\$28.80
08300-00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	LF	\$38.40
08300-00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	LF	\$38.40
08300-00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	EA	\$600.00
08300-00112	Detectable Handicap Warning Mat, FDOT Index 304	SF	\$36.00
<b>08400-00100</b>	<b>Drainage</b>		
08400-00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	SY	\$38.40
08400-00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	SY	\$38.40
08400-00103	Fiber Reinforced Concrete Flume	SY	\$42.00
08400-00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	EA	\$1,440.00
08400-00105	Welded Wire Mesh for Concrete Reinforcement	SY	\$10.80
08400-00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	EA	\$14.40
08400-00107	Baffles for Concrete Ditch (per County Detail)	EA	\$60.00

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08400-	00108	Tied Concrete Block Material, Per County Spec 3310	SY	\$180.00
<b>08500-</b>	<b>00100</b>	<b>Removal</b>		
08500-	00101	Saw cut Existing Concrete	LF	\$6.50
08500-	00102	Remove Concrete Swale	SY	\$15.00
08500-	00103	Remove Existing Concrete, 4" thick	SY	\$15.00
08500-	00104	Remove Existing Concrete, 6" thick	SY	\$15.00
08500-	00105	Remove Existing Concrete	CY	\$100.00
08500-	00106	Remove Curb	LF	\$12.00
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter	LF	\$75.00
<b>08600-</b>	<b>00100</b>	<b>Misc Concrete</b>		
08600-	00101	Misc. Concrete	CY	\$300.00
08600-	00102	Install # 3 Rebar (0.375")	LF	\$18.00
08600-	00103	Install # 4 Rebar (0.500")	LF	\$24.00
08600-	00104	Install # 5 Rebar (0.625")	LF	\$30.00
08600-	00105	Flowable fill, less than 20cy	CY	\$360.00
08600-	00106	Flowable fill, over 20cy	CY	\$360.00
08600-	00107	Brick Pavers	SY	\$120.00
08600-	00108	Concrete Pavers, Permeable	SY	No Bid
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	CY	\$1,800.00
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	CY	\$1,800.00
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	SY	\$402.00
08600-	00112	Concrete Header (Landscape curb around planted areas)	LF	\$30.00
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	SY	No Bid
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	SY	No Bid
08600-	00115	Apply Colorant and Sealer to Stamped Concrete	PINT	No Bid
08600-	00116	Crack and Reseat Existing Concrete Paving	SY	No Bid
08600-	00117	6" Pervious Concrete, including 8" base and 12" subgrade	SY	No Bid
<b>09000-</b>	<b>Drainage</b>			
<b>09100-</b>	<b>Inlets and Manholes</b>			
<b>09100-</b>	<b>00100</b>	<b>Inlet Top and Bottom, FDOT Index 200 Series</b>		
09100-	00101	Ditch Bottom Inlet, Type A, 0'-6' depth	EA	\$3,129.60
09100-	00102	Ditch Bottom Inlet, Type A, 6'-12' depth	EA	\$4,310.40
09100-	00103	Ditch Bottom Inlet, Type B, 0'-6' depth	EA	\$4,195.20
09100-	00104	Ditch Bottom Inlet, Type B, 6'-12' depth	EA	\$6,261.60
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth	EA	\$2,844.00
09100-	00106	Ditch Bottom Inlet, Type C, 6'-12' depth	EA	\$3,907.20
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	EA	\$3,303.60
09100-	00108	Ditch Bottom Inlet, Type D, 6'-12' depth	EA	\$5,197.20
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth	EA	\$3,584.40
09100-	00110	Ditch Bottom Inlet, Type E, 6'-12' depth	EA	\$5,358.00
09100-	00111	Ditch Bottom Inlet, Type F, 0'-6' depth	EA	\$3,667.20
09100-	00112	Ditch Bottom Inlet, Type F, 6'-12' depth	EA	\$5,282.40

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09100-00113	Ditch Bottom Inlet, Type G, 0'-6' depth	EA	\$6,068.40
09100-00114	Ditch Bottom Inlet, Type G, 6'-12' depth	EA	\$7,591.20
09100-00115	Ditch Bottom Inlet, Type H, 0'-6' depth	EA	\$5,083.20
09100-00116	Ditch Bottom Inlet, Type H, 6'-12' depth	EA	\$6,084.00
09100-00117	Ditch Bottom Inlet, Type J, 0'-6' depth	EA	\$7,815.60
09100-00118	Ditch Bottom Inlet, Type J, 6'-12' depth	EA	\$9,036.00
09100-00119	Ditch Bottom Inlet, Type K, 0'-6' depth	EA	\$9,890.40
09100-00120	Ditch Bottom Inlet, Type K, 6'-12' depth	EA	\$12,327.60
<b>09100-00200</b>	<b>Inlet Top, FDOT Index 200 Series</b>		
09100-00201	Curb Inlet Top, Type 1	EA	\$4,282.80
09100-00202	Curb Inlet Top, Type 2	EA	\$4,440.00
09100-00203	Curb Inlet Top, Type 3	EA	\$4,282.80
09100-00204	Curb Inlet Top, Type 4	EA	\$4,440.00
09100-00205	Curb Inlet Top, Type 5	EA	\$4,592.40
09100-00206	Curb Inlet Top, Type 6	EA	\$5,132.40
09100-00207	Curb Inlet Top, Type 7	EA	\$4,282.80
09100-00208	Curb Inlet Top, Type 8	EA	\$4,440.00
09100-00209	Curb Inlet Top, Type 9	EA	\$2,053.20
09100-00210	Curb Inlet Top, Type 10	EA	\$2,053.20
00000-00211	Ditch Bottom Inlet Top, Type A	EA	\$2,400.00
09100-00212	Ditch Bottom Inlet Top, Type B	EA	\$2,400.00
09100-00213	Ditch Bottom Inlet Top, Type C	EA	\$2,400.00
09100-00214	Ditch Bottom Inlet Top, Type D	EA	\$2,400.00
09100-00215	Ditch Bottom Inlet Top, Type E	EA	\$2,400.00
09100-00216	Ditch Bottom Inlet Top, Type F	EA	\$3,240.00
09100-00217	Ditch Bottom Inlet Top, Type G	EA	\$3,240.00
09100-00218	Ditch Bottom Inlet Top, Type H	EA	\$4,560.00
09100-00219	Ditch Bottom Inlet Top, Type J	EA	\$4,560.00
09100-00220	Ditch Bottom Inlet Top, Type K	EA	\$4,560.00
09100-00221	Gutter Inlet Top, Type S	EA	\$3,690.00
09100-00222	Gutter Inlet Top, Type V	EA	\$3,690.00
<b>09100-00300</b>	<b>Inlet Top with Single Traversable Slot, FDOT Index 200 Series</b>		
09100-00301	Ditch Bottom Inlet Top with Single Traversable Slot, Type B	EA	\$2,790.00
09100-00302	Ditch Bottom Inlet Top with Single Traversable Slot, Type C	EA	\$2,790.00
09100-00303	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	EA	\$2,790.00
09100-00304	Ditch Bottom Inlet Top with Single Traversable Slot, Type E	EA	\$2,790.00
09100-00305	Ditch Bottom Inlet Top with Single Traversable Slot, Type H	EA	\$3,120.00
<b>09100-00400</b>	<b>Inlet Top with Double Traversable Slot, FDOT Index 200 Series</b>		
09100-00401	Ditch Bottom Inlet Top with Double Traversable Slot, Type B	EA	\$2,910.00
09100-00402	Ditch Bottom Inlet Top with Double Traversable Slot, Type C	EA	\$2,910.00
09100-00403	Ditch Bottom Inlet Top with Double Traversable Slot, Type D	EA	\$2,910.00
09100-00404	Ditch Bottom Inlet Top with Double Traversable Slot, Type E	EA	\$2,910.00
09100-00405	Ditch Bottom Inlet Top with Double Traversable Slot, Type H	EA	\$3,240.00

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<b>09100-</b>	<b>00500</b>	<b>Closed Flume Inlet, FDOT Index 200 Series</b>		
09100-	00501	Single Barrel Flume	EA	\$2,778.00
09100-	00502	Double Barrel Flume	EA	\$4,080.00
09100-	00503	Triple Barrel Flume	EA	\$7,250.40
09100-	00504	Quadruple Barrel Flume	EA	\$12,210.00
<b>09100-</b>	<b>00600</b>	<b>County Inlets</b>		
09100-	00601	Type A Curb Inlet, 0-6' depth	EA	\$8,553.60
09100-	00602	Type A Curb Inlet, 6-12' depth	EA	\$9,753.60
09100-	00603	Modified Type A Curb Inlet, 0-6' depth	EA	\$8,553.60
09100-	00604	Modified Type A Curb Inlet, 6-12' depth	EA	\$9,753.60
09100-	00605	Type A-1 Curb Inlet, 0-6' depth	EA	\$8,553.60
09100-	00606	Type A-1 Curb Inlet, 6-12' depth	EA	\$9,753.60
09100-	00607	Type Double A Curb Inlet, 0-6' depth	EA	\$9,765.60
09100-	00608	Type Double A Curb Inlet, 6-12' depth	EA	\$10,965.60
09100-	00609	8" X 12" X 12" Yard Drain (per County Detail)	EA	\$3,000.00
09100-	00610	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	EA	\$3,000.00
09100-	00611	12" X 12" X 12" Yard Drain (per County Detail)	EA	\$3,000.00
09100-	00612	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	EA	\$3,000.00
09100-	00613	12" X 15" X 15" Yard Drain (per County Detail)	EA	\$3,000.00
09100-	00614	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	EA	\$3,000.00
09100-	00615	Clean Out For Underdrain, Paved Surface	EA	\$1,200.00
09100-	00616	Clean Out For Underdrain, Unpaved Surface	EA	\$600.00
<b>09100-</b>	<b>00700</b>	<b>Inlet Bottom</b>		
09100-	00701	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,021.60
09100-	00702	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$4,990.80
09100-	00703	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$2,638.80
09100-	00704	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$4,578.00
09100-	00705	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,726.00
09100-	00706	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$5,476.80
09100-	00707	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$4,263.60
09100-	00708	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$6,807.60
09100-	00709	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$4,887.60
09100-	00710	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$7,743.60
09100-	00711	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$5,187.60
09100-	00712	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$8,179.20
09100-	00713	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$8,480.40
09100-	00714	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$11,620.80
09100-	00715	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$8,148.00
09100-	00716	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$10,999.20
09100-	00717	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$8,455.20
09100-	00718	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$11,473.20
09100-	00719	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$8,761.20

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09100-00720	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$11,895.60
09100-00721	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$9,148.80
09100-00722	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$12,430.80
09100-00723	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$10,387.20
09100-00724	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$14,797.20
09100-00725	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$10,790.40
09100-00726	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$15,393.60
09100-00727	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$11,436.00
09100-00728	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$16,071.60
09100-00729	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$12,111.60
09100-00730	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$16,909.20
09100-00731	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$12,446.40
09100-00732	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$17,605.20
09100-00733	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$12,962.40
09100-00734	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$18,470.40
09100-00735	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$2,456.40
09100-00736	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$3,826.80
09100-00737	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,027.60
09100-00738	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$4,531.20
09100-00739	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$3,684.00
09100-00740	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$5,462.40
09100-00741	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$4,094.40
09100-00742	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$5,874.00
09100-00743	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	\$9,634.80
09100-00744	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	\$12,260.40
<b>09100-00800</b>	<b>Manholes</b>		
09100-00801	Storm Manhole, 0-6ft depth	EA	\$2,755.20
09100-00802	Storm Manhole, 6-12ft depth	EA	\$4,124.40
09100-00803	Junction Box, 0-6ft depth	EA	\$4,116.00
09100-00804	Junction Box, 6-12ft depth	EA	\$4,286.40
09100-00805	Dog House Manhole, 0-6ft depth	EA	\$4,627.20
09100-00806	Dog House Manhole, 6-12ft depth	EA	\$6,258.00
09100-00807	Trench Grate (24" Wide X 12" deep includes grate lid)	LF	\$360.00
<b>09100-00900</b>	<b>Inlet Adjustments and Modifications</b>		
09100-00901	Remove Inlet Top	EA	\$690.00
09100-00902	Remove Inlet Throat	EA	\$360.00
09100-00903	Pour Inlet Throat	EA	\$1,980.00
09100-00904	Reconstruct Inlet Wall	CY	\$1,800.00
09100-00905	Remove Ditch Bottom Inlet (including top and bottom)	EA	\$420.00
09100-00906	Remove Curb Inlet (including top and bottom)	EA	\$600.00
09100-00907	Remove and Replace County Type A Inlet Top	EA	\$5,400.00
09100-00908	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	EA	\$900.00
09100-00909	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	EA	\$3,600.00
09100-00910	Connect to Existing Inlet	EA	\$1,800.00

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09100-	00911	Expansion Joint and Filler	LF	\$8.40
09100-	00912	Tie to Existing Inlets, Pipe, Manhole	EA	\$1,800.00
09100-	00913	Modify Grate Top Inlet to Pedestrian Grate Top	EA	\$1,800.00
<b>09200-</b>	<b>Stormwater Pipe</b>			
<b>09200-</b>	<b>00100</b>	<b>(HDPE) High Density Polyethylene Pipe, Single Wall</b>		
09200-	00101	4" HDPE SW Pipe	LF	\$17.33
09200-	00102	6" HDPE SW Pipe	LF	\$18.90
09200-	00103	8" HDPE SW Pipe	LF	\$20.69
09200-	00104	12" HDPE SW Pipe	LF	\$26.99
09200-	00105	15" HDPE SW Pipe	LF	\$36.05
09200-	00106	18" HDPE SW Pipe	LF	\$40.10
09200-	00107	24" HDPE SW Pipe	LF	\$52.36
<b>09200-</b>	<b>00200</b>	<b>(HDPE) High Density Polyethylene Pipe, Double Wall</b>		
09200-	00201	6" HDPE DW Pipe, 0'-6' depth	LF	\$20.38
09200-	00202	6" HDPE DW Pipe, 6'-12' depth	LF	\$36.88
09200-	00203	8" HDPE DW Pipe, 0'-6' depth	LF	\$23.17
09200-	00204	8" HDPE DW Pipe, 6'-12' depth	LF	\$39.67
09200-	00205	12" HDPE DW Pipe, 0'-6' depth	LF	\$27.26
09200-	00206	12" HDPE DW Pipe, 6'-12' depth	LF	\$43.76
09200-	00207	15" HDPE DW Pipe, 0'-6' depth	LF	\$35.98
09200-	00208	15" HDPE DW Pipe, 6'-12' depth	LF	\$56.38
09200-	00209	18" HDPE DW Pipe, 0'-6' depth	LF	\$39.20
09200-	00210	18" HDPE DW Pipe, 6'-12' depth	LF	\$59.83
09200-	00211	24" HDPE DW Pipe, 0'-6' depth	LF	\$51.71
09200-	00212	24" HDPE DW Pipe, 6'-12' depth	LF	\$72.34
09200-	00213	30" HDPE DW Pipe, 0'-6' depth	LF	\$66.31
09200-	00214	30" HDPE DW Pipe, 6'-12' depth	LF	\$86.94
09200-	00215	36" HDPE DW Pipe, 0'-6' depth	LF	\$78.95
09200-	00216	36" HDPE DW Pipe, 6'-12' depth	LF	\$99.58
09200-	00217	42" HDPE DW Pipe, 0'-6' depth	LF	\$108.11
09200-	00218	42" HDPE DW Pipe, 6'-12' depth	LF	\$139.54
09200-	00219	48" HDPE DW Pipe, 0'-6' depth	LF	\$118.67
09200-	00220	48" HDPE DW Pipe, 6'-12' depth	LF	\$150.11
<b>09200-</b>	<b>00300</b>	<b>(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe</b>		
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth	LF	\$32.29
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth	LF	\$52.91
09200-	00303	15" HP DW HDPE Pipe, 0'-6' depth	LF	\$37.13
09200-	00304	15" HP DW HDPE Pipe, 6'-12' depth	LF	\$57.76
09200-	00305	18" HP DW HDPE Pipe, 0'-6' depth	LF	\$41.48
09200-	00306	18" HP DW HDPE Pipe, 6'-12' depth	LF	\$62.10
09200-	00307	24" HP DW HDPE Pipe, 0'-6' depth	LF	\$56.06
09200-	00308	24" HP DW HDPE Pipe, 6'-12' depth	LF	\$76.69

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09200-00309	30" HP DW HDPE Pipe, 0'-6' depth	LF	\$70.66
09200-00310	30" HP DW HDPE Pipe, 6'-12' depth	LF	\$91.28
<b>09200-00400</b>	<b>(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe</b>		
09200-00401	36" HP TW HDPE Pipe, 0'-6' depth	LF	\$85.28
09200-00402	36" HP TW HDPE Pipe, 6'-12' depth	LF	\$116.71
09200-00403	48" HP TW HDPE Pipe, 0'-6' depth	LF	\$161.53
09200-00404	48" HP TW HDPE Pipe, 6'-12' depth	LF	\$192.96
<b>09200-00500</b>	<b>(CPVC) Corrugated Polyvinyl Chloride Pipe</b>		
09200-00501	12" CPVC Pipe, 0'-6' depth	LF	\$29.78
09200-00502	12" CPVC Pipe, 6'-12' depth	LF	\$50.41
09200-00503	15" CPVC Pipe, 0'-6' depth	LF	\$34.98
09200-00504	15" CPVC Pipe, 6'-12' depth	LF	\$55.61
09200-00505	18" CPVC Pipe, 0'-6' depth	LF	\$40.81
09200-00506	18" CPVC Pipe, 6'-12' depth	LF	\$61.44
09200-00507	24" CPVC Pipe, 0'-6' depth	LF	\$57.12
09200-00508	24" CPVC Pipe, 6'-12' depth	LF	\$77.74
09200-00509	30" CPVC Pipe, 0'-6' depth	LF	\$72.67
09200-00510	30" CPVC Pipe, 6'-12' depth	LF	\$93.30
09200-00511	36" CPVC Pipe, 0'-6' depth	LF	\$96.83
09200-00512	36" CPVC Pipe, 6'-12' depth	LF	\$128.26
<b>09200-00600</b>	<b>(PVC) Polyvinyl Chloride Pipe</b>		
09200-00601	12" PVC Pipe, 0'-6' depth	LF	\$32.69
09200-00602	12" PVC Pipe, 6'-12' depth	LF	\$53.32
09200-00603	15" PVC Pipe, 0'-6' depth	LF	\$40.99
09200-00604	15" PVC Pipe, 6'-12' depth	LF	\$61.62
09200-00605	18" PVC Pipe, 0'-6' depth	LF	\$51.56
09200-00606	18" PVC Pipe, 6'-12' depth	LF	\$72.19
09200-00607	24" PVC Pipe, 0'-6' depth	LF	\$77.57
09200-00608	24" PVC Pipe, 6'-12' depth	LF	\$98.20
09200-00609	30" PVC Pipe, 0'-6' depth	LF	\$121.39
09200-00610	30" PVC Pipe, 6'-12' depth	LF	\$142.02
09200-00611	36" PVC Pipe, 0'-6' depth	LF	\$159.17
09200-00612	36" PVC Pipe, 6'-12' depth	LF	\$190.60
<b>09200-00700</b>	<b>(RCP) Reinforced Concrete Pipe</b>		
09200-00701	15" RCP Pipe, 0'-6' depth	LF	\$40.32
09200-00702	15" RCP Pipe, 6'-12' depth	LF	\$60.95
09200-00703	18" RCP Pipe, 0'-6' depth	LF	\$45.52
09200-00704	18" RCP Pipe, 6'-12' depth	LF	\$66.13
09200-00705	24" RCP Pipe, 0'-6' depth	LF	\$60.10
09200-00706	24" RCP Pipe, 6'-12' depth	LF	\$80.72
09200-00707	30" RCP Pipe, 0'-6' depth	LF	\$75.82
09200-00708	30" RCP Pipe, 6'-12' depth	LF	\$96.44

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09200-00709	36" RCP Pipe, 0'-6' depth	LF	\$93.43
09200-00710	36" RCP Pipe, 6'-12' depth	LF	\$124.86
09200-00711	42" RCP Pipe, 0'-6' depth	LF	\$111.47
09200-00712	42" RCP Pipe, 6'-12' depth	LF	\$142.90
09200-00713	48" RCP Pipe, 0'-6' depth	LF	\$137.47
09200-00714	48" RCP Pipe, 6'-12' depth	LF	\$178.72
09200-00715	54" RCP Pipe, 6'-12' depth	LF	\$243.46
09200-00716	60" RCP Pipe, 7'-12' depth	LF	\$253.27
09200-00717	72" RCP Pipe, 8'-12' depth	LF	\$323.77
09200-00718	84" RCP Pipe, 9'-12' depth	LF	\$431.44
<b>09200-00800</b>	<b>(ERCP) Elliptical Reinforced Concrete Pipe</b>		
09200-00801	12" X 18" ERCP Pipe, 0'-6' depth	LF	\$40.86
09200-00802	12" X 18" ERCP Pipe, 6'-12' depth	LF	\$59.42
09200-00803	14" X 23" ERCP Pipe, 0'-6' depth	LF	\$49.65
09200-00804	14" X 23" ERCP Pipe, 6'-12' depth	LF	\$68.20
09200-00805	19" X 30" ERCP Pipe, 0'-6' depth	LF	\$64.71
09200-00806	19" X 30" ERCP Pipe, 6'-12' depth	LF	\$83.26
09200-00807	24" X 38" ERCP Pipe, 0'-6' depth	LF	\$114.73
09200-00808	24" X 38" ERCP Pipe, 6'-12' depth	LF	\$134.78
09200-00809	29" X 45" ERCP Pipe, 0'-6' depth	LF	\$144.48
09200-00810	29" X 45" ERCP Pipe, 6'-12' depth	LF	\$164.53
09200-00811	34" X 53" ERCP Pipe, 0'-6' depth	LF	\$188.63
09200-00812	34" X 53" ERCP Pipe, 6'-12' depth	LF	\$211.29
<b>09200-00900</b>	<b>(CMP) Corrugated Metal Pipe</b>		
09200-00901	18" CMP Pipe, 0'-6' depth	LF	\$46.15
09200-00902	18" CMP Pipe, 6'-12' depth	LF	\$66.78
09200-00903	24" CMP Pipe, 0'-6' depth	LF	\$54.46
09200-00904	24" CMP Pipe, 6'-12' depth	LF	\$75.08
09200-00905	30" CMP Pipe, 0'-6' depth	LF	\$63.00
09200-00906	30" CMP Pipe, 6'-12' depth	LF	\$83.62
09200-00907	36" CMP Pipe, 0'-6' depth	LF	\$71.36
09200-00908	36" CMP Pipe, 6'-12' depth	LF	\$91.99
<b>09200-01000</b>	<b>(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe</b>		
09200-01001	6" PSW HDPE Trench Wrap Underdrain	LF	\$25.80
09200-01002	8" PSW HDPE Trench Wrap Underdrain	LF	\$28.20
09200-01003	12" PSW HDPE Trench Wrap Underdrain	LF	\$31.80
09200-01004	15" PSW HDPE Trench Wrap Underdrain	LF	\$37.80
09200-01005	18" PSW HDPE Trench Wrap Underdrain	LF	\$60.00
09200-01006	24" PSW HDPE Trench Wrap Underdrain	LF	\$72.00
<b>09200-01100</b>	<b>(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe</b>		
09200-01101	6" PDW HDPE Sock Wrap Underdrain	LF	\$25.80
09200-01102	8" PDW HDPE Sock Wrap Underdrain	LF	\$28.20

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09200-	01103	12" PDW HDPE Sock Wrap Underdrain	LF	\$31.80
09200-	01104	15" PDW HDPE Sock Wrap Underdrain	LF	\$37.80
09200-	01105	18" PDW HDPE Sock Wrap Underdrain	LF	\$60.00
09200-	01106	24" PDW HDPE Sock Wrap Underdrain	LF	\$72.00
<b>09300-</b>	<b>Mitered End Sections</b>			
<b>09300-</b>	<b>00100</b>	<b>(RCP) Round Concrete Pipe Cross Drain MES</b>		
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$1,590.00
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$1,623.60
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$1,819.20
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$2,697.60
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$3,781.20
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$4,401.60
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	EA	\$6,037.20
<b>09300-</b>	<b>00200</b>	<b>(CMP) Round Corrugated Metal Pipe Cross Drain MES</b>		
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$1,590.00
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$1,623.60
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$1,819.20
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$2,457.60
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$3,600.00
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$3,720.00
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	EA	\$5,400.00
<b>09300-</b>	<b>00300</b>	<b>(ERCP) Elliptical Concrete Pipe Cross Drain MES</b>		
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	EA	\$1,684.80
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	EA	\$1,806.00
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	EA	\$1,969.20
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	EA	\$2,760.00
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	EA	\$3,960.00
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	EA	\$4,200.00
<b>09300-</b>	<b>00400</b>	<b>(RCP) Round Concrete Pipe Side Drain MES</b>		
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	EA	\$1,590.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	EA	\$1,623.60
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	EA	\$1,819.20
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	EA	\$3,897.60
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	EA	\$4,981.20
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	EA	\$5,601.60
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	EA	\$7,237.20
<b>09300-</b>	<b>00500</b>	<b>(CMP) Round Corrugated Metal Pipe Side Drain MES</b>		
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	EA	\$1,590.00
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	EA	\$1,623.60
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	EA	\$1,819.20

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09300-00504	30" CMP Side Drain MES, FDOT Index 273, 280	EA	\$4,377.60
09300-00505	36" CMP Side Drain MES, FDOT Index 273, 280	EA	\$4,800.00
09300-00506	42" CMP Side Drain MES, FDOT Index 273, 280	EA	\$4,920.00
09300-00507	48" CMP Side Drain MES, FDOT Index 273, 280	EA	\$6,600.00
<b>09300-00600</b>	<b>(ERCP) Elliptical Concrete Pipe Side Drain MES</b>		
09300-00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$1,684.80
09300-00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$1,806.00
09300-00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$3,169.20
09300-00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$3,960.00
09300-00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$5,160.00
09300-00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	EA	\$5,400.00
<b>09400-00100</b>	<b>Headwall and Energy Dissipator</b>		
09400-00101	Class I Concrete for Endwalls (steel included)	CY	\$1,800.00
09400-00102	Class II Concrete for Endwalls	CY	\$1,920.00
09400-00103	Reinforcing Steel for Endwalls	LB	\$3.00
09400-00104	Block Headwall, 8"x8"x16"	SF	\$44.66
09400-00105	Sand Bag Headwall, Cross Section Measurement	SY	\$402.00
<b>09500-00100</b>	<b>Misc. and Removal</b>		
09500-00101	Construct Concrete Collar on Pipe	CY	\$420.00
09500-00102	Excavate and Reinstall Existing Pipe, 6"-24"	LF	\$43.80
09500-00103	Excavate and Reinstall Existing Pipe, 30" and larger	LF	\$60.00
09500-00104	Pipe Removal, 6"-24"	LF	\$18.46
09500-00105	Pipe Removal, 30" and larger	LF	\$30.00
09500-00106	Remove Gravel from Pipe Bed	CY	\$52.08
09500-00107	Remove Miter Ends and Plug Existing Pipe	EA	\$360.00
09500-00108	Remove Existing Concrete Headwall, 6"-24" Pipe	EA	\$1,020.00
09500-00109	Remove Existing Concrete Headwall, 30" and Larger	EA	\$1,140.00
09500-00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	EA	\$439.20
09500-00111	Remove Existing Sand Bag Headwall, 30" and Larger	EA	\$540.00
09500-00112	Remove MES for 6"-24" (or equivalent) pipe	EA	\$120.00
09500-00113	Remove MES for 30" and larger (or equivalent) pipe	EA	\$240.00
09500-00114	Remove Sand, Silt, & Vegetation From Existing Culverts	CY	\$500.40
<b>10000- Sewer</b>			
<b>10100-00100</b>	<b>Gravity</b>		
10100-00101	8" Sewer Line Gravity Fed, 0-6' depth	LF	\$24.00
10100-00102	8" Sewer Line Gravity Fed, 6-12' depth	LF	\$39.90
10100-00103	10" Sewer Line Gravity Fed, 0-6' depth	LF	\$27.60
10100-00104	10" Sewer Line Gravity Fed, 6-12' depth	LF	\$43.50
<b>10200-00100</b>	<b>Force Main</b>		
10200-00101	6" Sewer Line Force Main, 0-6' depth	LF	\$18.31

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10200-	00102	6" Sewer Line Force Main, 6-12' depth	LF	\$88.72
10200-	00103	8" Sewer Line Force Main, 0-6' depth	LF	\$21.00
10200-	00104	8" Sewer Line Force Main, 6-12' depth	LF	\$92.40
10200-	00105	10" Sewer Line Force Main, 0-6' depth	LF	\$26.40
10200-	00106	10" Sewer Line Force Main, 6-12' depth	LF	\$96.00
<b>10300-</b>	<b>00100</b>	<b>Manholes</b>		
10300-	00101	Sewer Manhole, 0-6ft depth	EA	\$4,747.20
10300-	00102	Sewer Manhole, 6-12ft depth	EA	\$7,468.80
<b>10400-</b>	<b>00100</b>	<b>Services</b>		
10400-	00101	4" Sewer Service Line - Short	LF	\$17.15
10400-	00102	4" Sewer Service Line - Long	LF	\$17.15
10400-	00103	6" Sewer Service Line - Short	LF	\$24.00
10400-	00104	6" Sewer Service Line - Long	LF	\$24.00
<b>10500-</b>	<b>00100</b>	<b>Fittings</b>		
10400-	00101	4" Sanitary Sewer Transition Coupling	EA	\$780.00
10400-	00102	6" Sanitary Sewer Transition Coupling	EA	\$1,041.60
10400-	00103	8" Sanitary Sewer Transition Coupling	EA	\$1,123.20
10400-	00104	10" Sanitary Sewer Transition Coupling	EA	\$1,320.00
00000-	00105	12" Sanitary Sewer Transition Coupling	EA	\$1,560.00
10500-	00106	8" Tapping Sleeve w/ Valve	EA	\$4,101.60
10500-	00107	8" x 8" x 8" Tee Fitting	EA	\$734.40
10500-	00108	6" x 8" x 8" Tee Fitting	EA	\$734.40
10500-	00109	8" 90 Elbow	EA	\$576.00
<b>10600-</b>	<b>00100</b>	<b>Miscellaneous</b>		
10600-	00101	8" Iron Clean Out	EA	\$480.00
10600-	00102	8" Gate Valve w/ Box	EA	\$1,345.20
10600-	00103	Encase Sewer Line	LF	\$79.20
<b>11000-</b>	<b>Water</b>			
<b>11100-</b>	<b>00100</b>	<b>Pipe</b>		
11100-	00101	4" PVC Waterline, 0'-6' depth	LF	\$15.48
11100-	00102	4" PVC Waterline, 6'-12' depth	LF	\$86.99
11100-	00103	6" PVC Waterline, 0'-6' depth	LF	\$18.00
11100-	00104	6" PVC Waterline, 6'-12' depth	LF	\$90.00
11100-	00105	8" PVC Waterline, 0'-6' depth	LF	\$22.20
11100-	00106	8" PVC Waterline, 6'-12' depth	LF	\$94.80
11100-	00107	6" Iron Ductile Water Line, 0'-6' depth	LF	\$38.80
11100-	00108	6" Iron Ductile Water Line, 6'-12' depth	LF	\$110.32
11100-	00109	8" Iron Ductile Water Line, 0'-6' depth	LF	\$42.40
11100-	00110	8" Iron Ductile Water Line, 6'-12' depth	LF	\$113.92

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<b>11200-</b>	<b>00100</b>	<b>Services</b>		
11200-	00101	1" Water Service Line - Short	LF	\$32.00
11200-	00102	1" Water Service Line - Long	LF	\$15.60
11200-	00103	1.5" Water Service Line - Short	LF	\$50.80
11200-	00104	1.5" Water Service Line - Long	LF	\$26.00
11200-	00105	2" Water Service Line - Short	LF	\$61.68
11200-	00106	2" Water Service Line - Long	LF	\$29.32
<b>11300-</b>	<b>00100</b>	<b>Fittings</b>		
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	EA	\$3,129.60
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	EA	\$3,153.60
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	EA	\$3,448.80
11300-	00104	6" Ductile Iron Transition Fitting	EA	\$1,041.60
11300-	00105	8" Ductile Iron Transition Fitting	EA	\$1,123.20
11300-	00106	4" x 4" x 4" Tee Fitting	EA	\$313.20
11300-	00107	4" x 6" x 6" Tee Fitting	EA	\$392.40
11300-	00108	6" x 6" x 6" Tee Fitting	EA	\$410.40
11300-	00109	4" Elbow, 22.5°, 45°, 90°	EA	\$232.80
11300-	00110	6" Elbow, 22.5°, 45°, 90°	EA	\$291.60
11300-	00111	8" Elbow, 22.5°, 45°, 90°	EA	\$373.20
11300-	00112	6" Gate Valve w/ Box	EA	\$969.60
11300-	00113	6" Gate Valve	EA	\$969.60
11300-	00114	8" Tapping Sleeve w/ Valve	EA	\$4,101.60
11300-	00115	8" Gate Valve w/ Box	EA	\$1,345.20
11300-	00116	4" Insert-A-Valve	EA	\$7,425.60
11300-	00117	6" Insert-A-Valve	EA	\$8,019.60
11300-	00118	8" Insert-A-Valve	EA	\$9,141.60
<b>11400-</b>	<b>00100</b>	<b>Miscellaneous</b>		
11400-	00101	Adjust Water Meter (Rings and Boxes To Be Provided By Contractor) includes concrete collar	EA	\$360.00
11400-	00102	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete collar	EA	\$420.00
11400-	00103	Relocate Water Meter	EA	\$420.00
11400-	00104	Relocate Water Valve	EA	\$840.00
11400-	00105	Relocate Fire Hydrant	EA	\$2,040.00
11400-	00106	Re-connect Fire Hydrant	EA	\$1,200.00
11400-	00107	Fire Hydrant Assembly (new)	EA	\$3,960.00
<b>12000-</b>	<b>Drilling</b>			
<b>12100-</b>	<b>00100</b>	<b>Jack and Bore</b>		
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	LF	\$267.79
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	LF	\$342.79
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	LF	\$267.79
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	LF	\$342.79
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	LF	\$267.79

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12100-00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	LF	\$342.19
12100-00107	Jack and Bore with Encasement for 2" pipe, 0-6' depth	LF	\$267.79
12100-00108	Jack and Bore with Encasement for 2" pipe, 6-12' depth	LF	\$342.19
12100-00109	Jack and Bore with Encasement for 4" pipe, 0-6' depth	LF	\$267.79
12100-00110	Jack and Bore with Encasement for 4" pipe, 6-12' depth	LF	\$342.79
12100-00111	Jack and Bore with Encasement for 6" pipe, 0-6' depth	LF	\$267.79
12100-00112	Jack and Bore with Encasement for 6" pipe, 6-12' depth	LF	\$342.79
12100-00113	Jack and Bore with Encasement for 8" pipe, 0-6' depth	LF	\$267.79
12100-00114	Jack and Bore with Encasement for 8" pipe, 6-12' depth	LF	\$342.79
12100-00115	Jack and Bore with Encasement for 10" pipe, 0-6' depth	LF	\$267.79
12100-00116	Jack and Bore with Encasement for 10" pipe, 6-12' depth	LF	\$342.79
12100-00117	Jack and Bore with Encasement for 18" pipe, 0-6' depth	LF	\$300.00
12100-00118	Jack and Bore with Encasement for 18" pipe, 6-12' depth	LF	\$360.00
12100-00119	Jack and Bore with Encasement for 24" pipe, 0-6' depth	LF	\$306.00
12100-00120	Jack and Bore with Encasement for 24" pipe, 6-12' depth	LF	\$366.00
<b>13000-</b>	<b>Stormwater Pollution Prevention</b>		
<b>13100-00100</b>	<b>Stabilization</b>		
13100-00101	Centipede Sod, Staked, less than 1000sy	SY	\$3.50
13100-00102	Centipede Sod, Staked, over 1000sy	SY	\$3.00
13100-00103	St Augustine Sod, Staked, less than 1000sy	SY	\$5.00
13100-00104	St Augustine Sod, Staked, over 1000sy	SY	\$4.25
13100-00105	Bermuda Sod, Staked, less than 1000sy	SY	\$3.40
13100-00106	Bermuda Sod, Staked, over 1000sy	SY	\$3.10
13100-00107	Argentine Bahia Sod, Staked, less than 1000sy	SY	\$4.00
13100-00108	Argentine Bahia Sod, Staked, over 1000sy	SY	\$3.45
13100-00109	Bermuda, Seeding and Mulch , (15lb Per Acre)	LB	\$14.00
13100-00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	LB	\$8.00
13100-00111	Centipede, Seeding and Mulch, (15lb Per Acre)	LB	\$22.00
13100-00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	LB	\$7.50
13100-00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	LB	\$7.50
13100-00114	Mulch	SY	\$1.50
13100-00115	Mulch, (2 Ton Per Acre)	TON	\$375.00
13100-00116	Seed & Mulch Road & Shoulders	SY	\$0.75
13100-00117	Erosion mat with the seed and mulch included in the mat.	SY	\$4.00
<b>13200-00100</b>	<b>Energy Dissipation</b>		
13200-00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	SY	\$180.00
13200-00102	4" Bedding Stone and Geotextile	SY	\$100.00
13200-00103	Rip Rap Rubble	TON	\$110.00
13200-00104	Stone Rip Rap, Class I	TON	\$110.00
13200-00105	Stone Rip Rap, Class II	TON	\$120.00
13200-00106	Stone Rip Rap, Class III	TON	\$125.00
13200-00107	Stone Rip Rap, Class IV	TON	\$125.00

MIDSOUTH PAVING INC

13200-	00108	Grout Fill for Rip Rap	CY	\$500.00
<b>13300-</b>	<b>00100</b>	<b>Erosion Control</b>		
13300-	00101	Silt Fence Type III, less than 500lf	LF	\$6.00
13300-	00102	Silt Fence Type III, over 500lf	LF	\$4.00
13300-	00103	Silt Fence Type IV, less than 500lf	LF	\$6.00
13300-	00104	Silt Fence Type IV, over 500lf	LF	\$7.00
13300-	00105	Staked Turbidity Barrier	LF	\$18.00
13300-	00106	Floating Turbidity Barrier	LF	\$35.00
13300-	00107	Safety Fence, less than 500lf	LF	\$6.00
13300-	00108	Safety Fence, over 500lf	LF	\$6.00
13300-	00109	Baled Hay or Straw	EA	\$20.00
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	EA	\$2,500.00
13300-	00111	Construct Stabilized Gravel Construction Entrance	SY	\$14.40
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	\$2,500.00
13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	EA	\$2,500.00
<b>13400-</b>	<b>00100</b>	<b>Removal</b>		
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	CY	\$50.00
13400-	00102	Remove Existing Concrete Energy Dissipater	EA	\$1,200.00
<b>14000-</b>	<b>Fence</b>			
<b>14100-</b>	<b>00100</b>	<b>Chain Link</b>		
14100-	00101	4' Chain Link Fence	LF	\$10.79
14100-	00102	6' Chain Link Fence	LF	\$14.58
14100-	00103	4' X 4' Single Chain Link Swing Gate	EA	\$358.80
14100-	00104	4' X 6' Single Chain Link Swing Gate	EA	\$450.00
14100-	00105	6' X 6' Single Chain Link Swing Gate	EA	\$513.60
14100-	00106	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	EA	\$588.00
14100-	00107	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	EA	\$770.40
14100-	00108	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	EA	\$830.40
14100-	00109	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	EA	\$960.00
14100-	00110	6' X 24' Double Chain Link Cantilever Slide Gate, (2) 12' Gates	EA	\$4,320.00
<b>14200-</b>	<b>00100</b>	<b>Wire</b>		
14200-	00101	4' Wire Fence	LF	\$11.70
<b>14300-</b>	<b>00100</b>	<b>Wood</b>		
14300-	00101	Wood Split Rail Fence	LF	\$11.70
14300-	00102	6' Wood Fence (Non alternating Vertical Boards)	LF	\$13.20
14300-	00103	6' Wood Fence (Alternating Vertical Boards)	LF	\$15.60
14300-	00104	Single Wood Gate 6' X 4'	EA	\$108.00

## MIDSOUTH PAVING INC

14300-	00105	Single Wood Gate 6' X 5'	EA	\$132.00
14300-	00106	Double Wood Gate 6' X 5'	EA	\$216.00
14300-	00107	Double Wood Gate 6' X 14' (two 7' gates w/ metal frame)	EA	\$714.00
<b>14400-</b>	<b>00100</b>	<b>Removal</b>		
14400-	00101	Remove Existing 6' Wood Fence	LF	\$4.80
14400-	00102	Remove Existing Split Rail Fence	LF	\$2.40
14400-	00103	Remove Existing Chain Link Fence	LF	\$3.60
14400-	00104	Remove Existing Wire Fence	LF	\$3.60
<b>14500-</b>	<b>00100</b>	<b>Posts</b>		
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	EA	\$65.94
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	EA	\$12.00
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	EA	\$42.00
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	EA	\$88.80
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	EA	\$136.80
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	EA	\$42.90
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	EA	\$12.00
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	EA	\$42.00
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	EA	\$64.80
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	EA	\$98.40
<b>14600-</b>	<b>00100</b>	<b>Retaining Wall</b>		
14600-	00101	Composite Sheet Pile Retaining Wall, Up to 6' High	LF	No Bid
14600-	00102	Steel Sheet Pile Retaining Wall, Up to 6' High	LF	No Bid
14600-	00103	Vinyl Sheet Pile Retaining Wall, Up to 6' High	LF	No Bid
14600-	00104	Decorative 6" Thick Concrete Retaining Wall, Up to 3' High	LF	No Bid
<b>15000-</b>	<b>Irrigation</b>			
<b>15100-</b>	<b>00100</b>	<b>Sprinkler Head</b>		
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	EA	No Bid
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	EA	No Bid
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	EA	No Bid
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	EA	No Bid
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	EA	No Bid
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	EA	No Bid
15100-	00107	Rotor Type Sprinkler Head on Riser	EA	No Bid
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade	EA	No Bid
15100-	00109	4" Spray Type Sprinkler Head	EA	No Bid
15100-	00110	6" Spray Type Sprinkler Head	EA	No Bid
15100-	00111	12" Spray Type Sprinkler Head	EA	No Bid
15100-	00112	Spray Type Sprinkler Head on Riser	EA	No Bid
15100-	00113	Spray Type Sprinkler Head on Riser on Grade	EA	No Bid
<b>15200-</b>	<b>00100</b>	<b>Sprinkler Line</b>		

## MIDSOUTH PAVING INC

15200-00101	Flexible Drip Tubing Installed Below Grade	EA	No Bid
15200-00102	Flexible Drip Tubing Installed Above Grade	EA	No Bid
15200-00103	1/2" PVC sprinkler line , less than 150lf	LF	No Bid
15200-00104	1/2" PVC sprinkler line, over 150lf	LF	No Bid
15200-00105	3/4" PVC sprinkler line, less than 150lf	LF	No Bid
15200-00106	3/4" PVC sprinkler line, over 150lf	LF	No Bid
15200-00107	1" PVC sprinkler line, less than 150lf	LF	No Bid
15200-00108	1" PVC sprinkler line, over 150lf	LF	No Bid
15200-00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	LF	No Bid
15200-00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	LF	No Bid
15200-00111	2" Schedule 40 PVC sprinkler line, less than 150lf	LF	No Bid
15200-00112	2" Schedule 40 PVC sprinkler line, over 150lf	LF	No Bid
<b>15300-00100</b>	<b>Fittings and Valves</b>		
15300-00101	Deep Well Tree Bubbler	EA	No Bid
15300-00102	Tree Emitter w/ Tree Grate	EA	No Bid
15300-00103	Multi-Outlet Emitter Installed in a Box	EA	No Bid
15300-00104	Multi-Outlet Emitter Installed below grade	EA	No Bid
15300-00105	Single-Outlet Emitter Installed Below Grade	EA	No Bid
15300-00106	Drip Emitter Tubing Outlet	EA	No Bid
15300-00107	90 degree PVC Fitting	EA	No Bid
15300-00108	"T" PVC Fitting	EA	No Bid
15300-00109	"Cross" PVC Fitting	EA	No Bid
15300-00110	Flex Pipe	EA	No Bid
15300-00111	Flex Pipe Nipple	EA	No Bid
15300-00112	Flex Pipe "T"	EA	No Bid
15300-00113	Flex Pipe Elbow	EA	No Bid
15300-00114	Install 4" Conduit for irrigation pipe	LF	No Bid
15300-00115	Install Electrical Conduit for irrigation System	LF	No Bid
15300-00116	Multiple Day Pump Timer (Intermatic)	EA	No Bid
15300-00117	3 zone Switching Box	EA	No Bid
15300-00118	4 zone Switching Box	EA	No Bid
15300-00119	1.5 hp Pump	EA	No Bid
15300-00120	2.0 hp Pump	EA	No Bid
15300-00121	Solar Powered Solenoid	EA	No Bid
15300-00122	DC Powered Solenoid	EA	No Bid
15300-00123	AC Powered Solenoid	EA	No Bid
15300-00124	Backflow Preventer w/ Enclosure	EA	No Bid
15300-00125	Pressure Reducing Valves	EA	No Bid
15300-00126	Pressure Vacuum Breaker w/ Enclosure	EA	No Bid
15300-00127	Wye Strainer	EA	No Bid
15300-00128	Shut Off Valve: Gate Valve Type 2" or Smaller	EA	No Bid
15300-00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	EA	No Bid
15300-00130	Shut Off Valve: Butterfly Valve Type	EA	No Bid
15300-00131	Quick Coupler Valve	EA	No Bid
15300-00132	Angle Valve	EA	No Bid
15300-00133	Remote Control Valve	EA	No Bid

## MIDSOUTH PAVING INC

15300-00134	Master Control Valve	EA	No Bid
15300-00135	Automatic Controller (Electric): In Enclosure	EA	No Bid
15300-00136	Automatic Controller (Electric): Wall Mounted	EA	No Bid
15300-00137	Automatic Controller (Electric): Pedestal Mounted	EA	No Bid
15300-00138	Automatic Controller (Solar): In Enclosure	EA	No Bid
15300-00139	Automatic Controller (Solar): Wall Mounted	EA	No Bid
15300-00140	Automatic Controller (Solar): Pedestal Mounted	EA	No Bid
15300-00141	Light Powered Controller	EA	No Bid
15300-00142	Low Voltage Controller Wiring	LF	No Bid
15300-00143	Valves Boxes	EA	No Bid
15300-00144	Flush Valve: Manual Type	EA	No Bid
15300-00145	Flush Valve: Automatic Type	EA	No Bid
15300-00146	Air / Vacuum Relief Valve	EA	No Bid
15300-00147	Air Release Valve	EA	No Bid
15300-00148	Pressure Relief Valve	EA	No Bid
15300-00149	Pressure Regulator	EA	No Bid
15300-00150	Drip Remote Control Valve Assembly	EA	No Bid
15300-00151	Remote Control Valve	EA	No Bid
15300-00152	Flow Sensors	EA	No Bid
15300-00153	Rain Sensors	EA	No Bid
15300-00154	Moisture Sensor	EA	No Bid
15300-00155	Basket Strainer	EA	No Bid
15300-00156	Booster Pump	EA	No Bid
15300-00157	Control Wire Pull Box	EA	No Bid
15300-00158	Hose Bibs	EA	No Bid
15300-00159	Thrust Blocks	EA	No Bid
15300-00160	Stabilizing Rods	EA	No Bid
15300-00161	Well Drilling 4"per linear foot	LF	No Bid
15300-00162	Well Drilling 6"per linear foot	LF	No Bid
15300-00163	Submersible Pumps. 5 hp	EA	No Bid
15300-00164	Submersible Pumps. 7.5 hp	EA	No Bid
15300-00165	Submersible Pumps. 10 hp	EA	No Bid
<b>16000-</b>	<b>Landscape</b>		
<b>16100-00100</b>	<b>Wildflowers</b>		
16100-00101	Lance-leaf Tickseed (Seed Application)	AC	No Bid
16100-00102	Lance-leaf Tickseed (Seed Application)	SY	No Bid
16100-00103	Thickleaf Phlox (Seed Application)	AC	No Bid
16100-00104	Thickleaf Phlox (Seed Application)	SY	No Bid
<b>16200-00100</b>	<b>Trees</b>		
16200-00101	Cypress (minimum 12' Overall with 7' Clear Trunk)	EA	No Bid
16200-00102	Crape myrtles (minimum 20 Gal container)	EA	No Bid
16200-00103	Dogwood (minimum 20 Gal container)	EA	No Bid
16200-00104	Elms (minimum 12' Overall with 7' Clear Trunk)	EA	No Bid

MIDSOUTH PAVING INC

16200-	00105	Live Oaks (minimum 12' Overall with 7' Clear Trunk)	EA	No Bid
16200-	00106	Maple (minimum 12' Overall with 7' Clear Trunk)	EA	No Bid
16200-	00107	River Birch (minimum 12' Overall with 7' Clear Trunk)	EA	No Bid
16200-	00108	Sabal Palm (minimum 12' Overall)	EA	No Bid
16200-	00109	Sago Palm (minimum 10 Gal container)	EA	No Bid
<b>16300-</b>	<b>00100</b>	<b>Shrubs</b>		
16300-	00101	Azaleas, minimum 3 gallon container	EA	No Bid
16300-	00102	Ligustrum, minimum 3 gallon container	EA	No Bid
16300-	00103	Lirope (Minimum 1 gallon)	EA	No Bid
16300-	00104	Lantana (Minimum 1 gallon)	EA	No Bid
16300-	00105	Indian Hawthorn (Minimum 1 gallon)	EA	No Bid
<b>16400-</b>	<b>00100</b>	<b>Mulch</b>		
16400-	00101	Red Cedar Mulch	CY	No Bid
16400-	00102	Tan Mulch	CY	No Bid
16400-	00103	Pine Bark Mulch	CY	No Bid
16400-	00104	Pine straw	Bale	No Bid
<b>16500-</b>	<b>00100</b>	<b>Miscellaneous</b>		
16500-	00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick	EA	No Bid
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	SY	No Bid
16500-	00103	Cord Grass	EA	No Bid
16500-	00104	Arrow Head	EA	No Bid
16500-	00105	Pickend Weed	EA	No Bid
<b>17000-</b>	<b>Miscellaneous</b>			
17100-	00101	Adjust Existing Gas Valve	EA	\$540.00
17100-	00102	Jobsite Board for posting project information, permits, etc.	EA	\$1,200.00
17100-	00103	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	EA	\$240.00
17100-	00104	Subsurface Utility Exploration (Post Hole Diggers Only), per hole	EA	\$330.00
<b>18000-</b>	<b>Natural Disaster Fee (Not to exceed 25% of the contract)</b>			
18100-	00101	Emergency Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	Per \$10,000	\$2,500.00

CONTRACTOR REQUIREMENTS

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

MIDSOUTH PAVING INC

Addendum No \_\_\_\_\_ Date \_\_\_\_\_

State of Florida Department of State Certificate of Authority Document Number \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Contractor's License (Type) \_\_\_\_\_

Signature: \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

Title: \_\_\_\_\_

Escambia County Occupational License No. \_\_\_\_\_

Address: \_\_\_\_\_

Terms of Payment (Check one) Net 30 Days \_\_\_\_\_ 2% 10th Prox \_\_\_\_\_

\_\_\_\_\_

County Permits/Fees required for this project:

Person to contact concerning this bid: \_\_\_\_\_

Permit Cost  
None Known

Phone/Toll Free Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

PANHANDLE GRADING AND PAVING, INC.

**Liz Bush**

**From:** Wallace North <wallace@panhandlepaving.com>  
**Sent:** Thursday, July 28, 2016 4:57 PM  
**To:** Liz Bush  
**Subject:** RE: Additions to the GPAD for FY 16-17

Liz,

Please see below for Panhandle Grading and Paving, Inc.'s Prices as requested.

06200-	00124	4" Limerock Base, FDOT Specification 911, less than 1000sy	9.25	SY
06200-	00125	4" Limerock Base, FDOT Specification 911, over 1000sy	9.25	SY
06200-	00126	6" Limerock Base, FDOT Specification 911, less than 1000sy	12.80	SY
06200-	00127	6" Limerock Base, FDOT Specification 911, over 1000sy	12.30	SY
06200-	00128	8" Limerock Base, FDOT Specification 911, less than 1000sy	15.20	SY
06200-	00129	8" Limerock Base, FDOT Specification 911, over 1000sy	15.20	SY
06200-	00130	10" Limerock Base, FDOT Specification 911, less than 1000sy	17.00	SY
06200-	00131	10" Limerock Base, FDOT Specification 911, over 1000sy	16.60	SY
06200-	00132	12" Limerock Base, FDOT Specification 911, less than 1000sy	19.90	SY
06200-	00133	12" Limerock Base, FDOT Specification 911, over 1000sy	19.50	SY
06200-	00134	4" Crushed Concrete Base, Per County Specifications, less than 1000sy	8.75	SY
06200-	00135	4" Crushed Concrete Base, Per County Specifications, over 1000sy	8.75	SY
06200-	00136	6" Crushed Concrete Base, Per County Specifications, less than 1000sy	12.05	SY
06200-	00137	6" Crushed Concrete Base, Per County Specifications, over 1000sy	11.54	SY

09200-	01007	6" Trench Wrap Underdrain System, Per County Detail	50.00	LF
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14600-	00101	Composite Sheet Pile Retaining Wall	30.00	SF
14600-	00102	Steel Sheet Pile Retaining Wall	30.00	SF
14600-	00103	Vinyl Sheet Pile Retaining Wall	30.00	SF
14600-	00104	Decorative 6" Thick Concrete Retaining Wall	45.00	SF



**Elizabeth Bush**  
 Construction Manager

**Escambia County Public Works Department, Engineering Division**

3363 West Park Place  
Pensacola, Florida 32505

[mebush@myescambia.com](mailto:mebush@myescambia.com)

Office: (850) 595-3450

Cell: (850) 554-3063

**Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.**

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

PANHANDLE GRADING AND PAVING, INC.

PD14-15.064 General Paving and Drainage Pricing Agreement				Panhandle G&P Inc.	
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
<b>01000- Insurance</b>					
01100-	00100	<b>Performance Bond</b>			
01100-	00101	Performance Bond	1	Per \$1000	
<b>02000- Equipment</b>					
02100-	00100	<b>Mobilization</b>			
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$6,300.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	\$6,300.00
02100-	00103	Mobilization, 31 - 45 Miles	1	EA	\$8,300.00
02100-	00104	Mobilization, 46 + Miles	1	EA	\$8,300.00
02100-	00105	Demobilize	1	EA	
02100-	00106	Remobilize	1	EA	
<b>03000- Clearing and Grubbing</b>					
03100-	00100	<b>Removal of Items</b>			
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	1	SY	
03100-	00103	Remove Shrubs	1	EA	
03100-	00104	Remove Tree, less than 12"	1	EA	
03100-	00105	Remove Tree, 13"-24"	1	EA	
03100-	00106	Remove Tree, 25"-48"	1	EA	
03100-	00107	Remove Tree, over 48"	1	EA	
03100-	00108	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	1	LF	
03100-	00109	Remove Brick or Stucco Mailboxes and place at edge of property line	1	EA	
03100-	00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	
03100-	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	
03100-	00112	Relocate existing standard mailbox	1	EA	
<b>04000- Earthwork</b>					
04100-	00100	<b>Cut and Fill</b>			
04100-	00101	Earthwork Excavation by machine	1	CY	\$6.35
04100-	00102	Earthwork Excavation by hand	1	CY	\$43.00
04100-	00103	Earthwork Excavate, Haul, and Install, On-site	1	CY	\$8.35
04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	1	CY	\$11.50
04100-	00105	Provide Fill Along Road Shoulder (Truck Measures)	1	CY	
04100-	00106	3" Top Soil	1	SY	
04100-	00107	Earthwork Establishing Grade, County Specs 2300	1	SY	
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	1	SY	
04100-	00109	Remove and Replace Unsuitable Materials	1	CY	\$13.50
04100-	00110	Final grading and seal rolling prior to paving	1	SY	\$1.10
04100-	00111	Stabilization Mat Type R-1	1	SY	
04100-	00112	Stabilization Mat Type R-2	1	SY	
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	1	SY	
04100-	00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	1	SY	\$0.75
04100-	00115	Dewatering, Bladder/Coffer Dam, 6' Depth	1	LF	
04100-	00116	Dewatering, Earthen Dam	1	CY	
04100-	00117	Dewatering, Sheet Piles, 8' Long	1	EA Panel	\$315.00
04100-	00118	Dewatering, Well Point	1	LF	\$28.00
04100-	00119	Dewatering, Trench and/or Pipe	1	LF	\$25.00
04100-	00120	Dewatering Pump	1	Day	
04100-	00121	Dewatering Permit Sampling, Per Specification Section 2300, Part 3	1	EA	
<b>04200- Ponds</b>					
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	1	SY	
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	1	EA	\$2,450.00
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	1	EA	

PANHANDLE GRADING AND PAVING, INC.

PD14-15.064 General Paving and Drainage Pricing Agreement					Panhandle G&P Inc.
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
04200-	00104	Filter Sand	1	CY	
04200-	00105	Filter Gravel	1	CY	
04200-	00106	Clay Core for Pond Berm	1	CY	
04200-	00107	Grade Pond Slopes	1	SY	
<b>05000-</b>	<b>Asphalt</b>				
<b>05100-</b>	<b>00100</b>	<b>Furnish and Deliver Only</b>			
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, up to 15 miles	1	TON	\$59.50
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, 16-30 miles	1	TON	\$59.50
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, over 30 miles	1	TON	\$59.50
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, up to 15 miles	1	TON	\$59.50
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, 16-30 miles	1	TON	\$59.50
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, furnish and delivery only, over 30 miles	1	TON	\$59.50
05100-	00107	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, up to 15 miles	1	TON	\$98.50
05100-	00108	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, 16-30 miles	1	TON	\$98.50
05100-	00109	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, over 30 miles	1	TON	\$98.50
<b>05200-</b>	<b>00100</b>	<b>Roadway</b>			
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	1	SY	
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	1	SY	
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	1	SY	\$6.10
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1	SY	\$6.10
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	\$8.10
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	\$8.10
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	\$15.90
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	\$15.90
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	1	SY	\$3.30
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	1	SY	\$3.10
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	1	SY	\$4.15
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	1	SY	\$4.05
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	1	SY	\$4.20
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	1	SY	\$4.20
<b>05300-</b>	<b>00100</b>	<b>Driveway</b>			
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	
05300-	00103	Driveway Cut and Patch (asphalt)	1	SY	
<b>05400-</b>	<b>00100</b>	<b>Curbs, Flumes, Swales</b>			
05400-	00101	Construct 2" Thick Asphalt Flume	1	SY	
05400-	00102	Install Asphalt Curbs	1	LF	
05400-	00103	Install 2" Thick Asphalt Swale	1	SY	
<b>05500-</b>	<b>00100</b>	<b>Preservation</b>			
05500-	00101	Chip Seal Single Surface Treatment in place	1	SY	
05500-	00102	Chip Seal Double Surface Treatment in place	1	SY	
05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	1	SY	
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	1	SY	

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05500-	00105	Install Specified Geotextile Mat, less than 500lf	1	SY	
05500-	00106	Install Specified Geotextile Mat, over 500lf	1	SY	
05500-	00107	Install Specified Geotextile Grid, less than 500lf	1	SY	\$4.50
05500-	00108	Install Specified Geotextile Grid, over 500lf	1	SY	\$4.50
<b>05600-</b>	<b>00100</b>	<b>Milling</b>			
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	1	SY	\$2.00
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	1	SY	\$1.15
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	1	SY	\$2.15
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1	SY	\$1.38
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	1	SY	
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	1	SY	
05600-	00107	Asphalt Millings, Shoulder Fill	1	CY	\$21.00
05600-	00108	Asphalt Millings, Driveways	1	SY	
<b>05700-</b>	<b>00100</b>	<b>Patch and Removal</b>			
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	1	SY	
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	1	SY	
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	1	SY	\$31.80
05700-	00104	Remove Existing Asphalt Curbs	1	LF	
05700-	00105	Remove Asphalt Swale	1	CF	
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	1	SY	
05700-	00107	Remove Existing Asphalt, 1" Average Depth	1	SY	
05700-	00108	Remove Existing Asphalt, 2" Average Depth	1	SY	
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1	SY	
05700-	00110	Remove Existing Asphalt	1	CF	
05700-	00111	Saw cut Existing Asphalt	1	LF	
<b>06000-</b>	<b>Roadway Preparation</b>				
<b>06100-</b>	<b>00100</b>	<b>Stabilization</b>			
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$2.00
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	1	SY	
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	1	SY	\$2.90
06100-	00109	Prime Coat, less than 1000sy	1	SY	\$0.80
06100-	00110	Prime Coat, over 1000sy	1	SY	\$0.80
<b>06200-</b>	<b>00100</b>	<b>Base</b>			
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$9.65
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$9.65
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$13.40
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$12.90
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$16.00
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$16.00
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	

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06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	1	SY	\$6.00
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	1	SY	\$6.00
06200-	00113	4" #57 Stone, less than 1000sy	1	SY	
06200-	00114	4" #57 Stone, over 1000sy	1	SY	
06200-	00115	6" #57 Stone, less than 1000sy	1	SY	
06200-	00116	6" #57 Stone, over 1000sy	1	SY	
06200-	00117	#57 Stone	1	CY	
06200-	00118	4" Bahamian base, less than 1000sy	1	SY	\$9.65
06200-	00119	4" Bahamian base, over 1000sy	1	SY	\$9.65
06200-	00120	6" Bahamian base, less than 1000sy	1	SY	\$13.40
06200-	00121	6" Bahamian base, over 1000sy	1	SY	\$12.40
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	1	SY	
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	1	SY	
<b>06300-</b>	<b>00100</b>	<b>Shoulder and Widening</b>			
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$16.00
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$19.70
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$18.70
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$32.00
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$31.00
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	
<b>07000-</b>	<b>Traffic</b>				
<b>07100-</b>	<b>00100</b>	<b>Calming</b>			
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	1	EA	
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	1	EA	
07100-	00103	Install County Approved Molded Rubber Mat Speed Hump/Table (Per Unit Panel, 18"x42")	1	EA	\$350.00
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	1	SY	
07100-	00105	6" Pipe Bollards, Per County Detail	1	EA	
07100-	00106	8" Pipe Bollards, Per County Detail	1	EA	
07100-	00107	Remove Existing Speed Hump	1	EA	
07100-	00108	Remove Existing Speed Table	1	EA	
07100-	00109	Removable Pipe Bollards	1	EA	
<b>07200-</b>	<b>00100</b>	<b>Temporary Marking</b>			
07200-	00101	Temporary 4" Solid Stripe, White or Yellow	1	LF	
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	1	LF	
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	1	LF	
07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	1	LF	
07200-	00105	Temporary 4" Double Solid Stripe, White or Yellow	1	LF	
07200-	00106	Temporary 6" Solid Stripe, White or Yellow	1	LF	
07200-	00107	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	1	LF	
07200-	00108	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	1	LF	
07200-	00109	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	1	LF	
07200-	00110	Temporary 6" Double Solid Stripe, White or Yellow	1	LF	
07200-	00111	Temporary 8" Stripe, White or yellow	1	LF	
07200-	00112	Temporary 12" Stripe, White or yellow	1	LF	
07200-	00113	Temporary 18" Stripe, White or yellow	1	LF	
07200-	00114	Temporary 24" Stripe, White or yellow	1	LF	
07200-	00115	Temporary White Pedestrian Crosswalk	1	LF	
07200-	00116	Temporary White High Intensity Pedestrian Crosswalk	1	LF	
07200-	00117	Temporary Stop Bar	1	LF	
07200-	00118	Temporary "R X R" Pavement Message	1	EA	
07200-	00119	Temporary "SCHOOL" Pavement Message	1	EA	
07200-	00120	Temporary "STOP" Pavement Message	1	EA	
07200-	00121	Temporary "YIELD" Pavement Message	1	EA	



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07300-	00136	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	
07300-	00137	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	
07300-	00138	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	
07300-	00139	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	
07300-	00140	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	1	EA	
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	1	EA	
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	1	EA	
07300-	00143	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	1	EA	
07300-	00144	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	1	EA	
07300-	00145	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	1	EA	
07300-	00146	Thermoplastic Handicap Parking Space with Symbol	1	EA	
07300-	00147	Reflective Pavement Markers	1	EA	
07300-	00148	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	1	EA	
07300-	00149	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	1	EA	
<b>07400-</b>	<b>00100</b>	<b>Signing</b>			
07400-	00101	Relocate Traffic Signs	1	EA	
07400-	00102	Stop Sign, R1-1	1	EA	
07400-	00103	One Way Sign, R6-1L	1	EA	
07400-	00104	One Way Sign, R6-1R	1	EA	
07400-	00105	Do Not Enter Sign, R5-1	1	EA	
07400-	00106	Handicap Parking Sign, R7-8	1	EA	
07400-	00107	Yield Sign, R1-2	1	EA	
07400-	00108	Bike Lane Ahead Sign, R3-16	1	EA	
07400-	00109	Bike Lane Ends Sign, R3-16a	1	EA	
07400-	00110	Keep Right Sign, R4-7	1	EA	
07400-	00111	Black on Orange Warning Sign	1	EA	
07400-	00112	Regulatory Sign Black on White Metal Sign	1	EA	
<b>07500-</b>	<b>00100</b>	<b>Signal</b>			
07500-	00101	Timing Implementation	1	LS	
07500-	00102	Conduit, Underground	1	LF	
07500-	00103	Conduit, Under Pavement	1	LF	
07500-	00104	Conduit, Underground, Jacked	1	LF	
07500-	00105	Cable, Signal	1	PI	
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	1	LF	
07500-	00107	Pull Box or Junction Box, Fiber Optic	1	EA	
07500-	00108	Junction Box	1	EA	
07500-	00109	Loop Assembly, Type A	1	AS	
07500-	00110	Loop Assembly, Type B	1	AS	
07500-	00111	Loop Assembly, Type C	1	AS	
07500-	00112	Loop Assembly, Type D	1	AS	
07500-	00113	Loop Assembly, Type E	1	AS	
07500-	00114	Loop Assembly, Type F	1	AS	
07500-	00115	Loop Assembly, Type G	1	AS	
<b>07600-</b>	<b>00100</b>	<b>Work Zone Safety</b>			
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	
07600-	00102	On-site Law Enforcement Officer w/ Vehicle for Traffic Control	1	HR	
07600-	00103	Night or Weekend Work	1	Day	
07600-	00104	Variable Message Sign	1	EA/Day	
07600-	00105	Flag Man	1	EA/Day	
07600-	00106	Black on Orange Warning Sign	1	EA/Day	

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07600-	00107	Regulatory Sign Black on White Metal Sign	1	EA/Day	
07600-	00108	R1-1 Stop Metal Sign	1	EA/Day	
07600-	00109	28" or Larger Reflective Striped Cone	1	EA/Day	
07600-	00110	28" or Larger Reflective Striped Tubular Marker	1	EA/Day	
07600-	00111	24" X 8" Vertical Panel	1	EA/Day	
07600-	00112	36" Reflective Barrel / Drum	1	EA/Day	
07600-	00113	Type I Barricade	1	EA/Day	
07600-	00114	Type II Barricade	1	EA/Day	
07600-	00115	Type III Barricade	1	EA/Day	
07600-	00116	Type A Low Intensity Flashing Lights	1	EA/Day	
07600-	00117	Type B High Intensity Flashing Lights	1	EA/Day	
07600-	00118	Type C Steady Burn Lights	1	EA/Day	
07600-	00119	24" X 24" Orange Sign Mounted Flag	1	EA/Day	
07300-	00120	Concrete Lane Dividers (Barrier Walls)	1	EA/Day	
<b>07700-</b>	<b>00100</b>	<b>Pedestrian Safety</b>			
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	1	LF	
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	1	LF	
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	1	LF	
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	1	LF	
<b>07800-</b>	<b>00100</b>	<b>Vehicular Safety</b>			
07800-	00101	Steel Post for Guardrail, FDOT Index 400	1	EA	
07800-	00102	Wood Post for Guardrail, FDOT Index 400	1	EA	
07800-	00103	W-Beam Guardrail, FDOT Index 400	1	LF	
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	1	LF	
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	
07800-	00109	End Anchorage Assembly, FDOT Index 400	1	EA	
07800-	00110	Remove Existing Guardrail	1	LF	
<b>07900-</b>	<b>00100</b>	<b>Maintenance of Traffic</b>			
07900-	00101	MOT (for contracts up to \$50,000)		LS	\$2,500.00
07900-	00102	MOT (for contracts \$50,000 to \$100,000)		LS	\$5,500.00
07900-	00103	MOT (for contracts \$100,000 to \$150,000)		LS	\$6,800.00
07900-	00104	MOT (for contracts \$150,000 to \$200,000)		LS	\$7,800.00
07900-	00105	MOT (for contracts \$200,000 to \$250,000)		LS	\$9,700.00
07900-	00106	MOT (for contracts \$250,000 to \$300,000)		LS	\$12,500.00
07900-	00107	MOT (for contracts \$300,000 to \$350,000)		LS	\$14,600.00
<b>08000-</b>	<b>Concrete</b>				
<b>08100-</b>	<b>00100</b>	<b>Curb and Gutter</b>			
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	1	LF	
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	1	LF	
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	1	LF	
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	1	LF	
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	1	LF	
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	1	LF	
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	1	LF	
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1	LF	
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	1	LF	
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	1	LF	
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	1	LF	
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	1	LF	
08100-	00115	Concrete Bumper Guards, FDOT index 300	1	EA	
08100-	00116	Header Curb, Per County Detail, less than 500lf	1	LF	
08100-	00117	Header Curb, Per County Detail, over 500lf	1	LF	
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf	1	LF	
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	1	LF	
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	1	LF	
08100-	00121	County Type B Curb, Per County Detail, over 500lf	1	LF	
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf	1	LF	

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08100-	00123	County Roll Type Curb, Per County Detail, over 500lf	1	LF	
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail	1	SY	
<b>08200-00100 Driveway</b>					
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	
08200-	00105	6" Steel Reinforced Concrete Driveway, less than 100sy	1	SY	
08200-	00106	6" Steel Reinforced Concrete Driveway, over 100sy	1	SY	
08200-	00107	4" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	1	SY	
08200-	00108	6" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	1	SY	
<b>08300-00100 Sidewalk</b>					
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	1	LF	
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	1	LF	
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	1	LF	
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	1	LF	
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	1	EA	
08300-	00112	Detectable Handicap Warning Mat, FDOT Index 304	1	SF	
<b>08400-00100 Drainage</b>					
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	1	SY	
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	1	SY	
08400-	00103	Fiber Reinforced Concrete Flume	1	SY	
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	1	EA	
08400-	00105	Welded Wire Mesh for Concrete Reinforcement	1	SY	
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	1	EA	
08400-	00107	Baffles for Concrete Ditch (per County Detail)	1	EA	
08400-	00108	Tied Concrete Block Material, Per County Spec 3310	1	SY	
<b>08500-00100 Removal</b>					
08500-	00101	Saw cut Existing Concrete	1	LF	
08500-	00102	Remove Concrete Swale	1	SY	
08500-	00103	Remove Existing Concrete, 4" thick	1	SY	
08500-	00104	Remove Existing Concrete, 6" thick	1	SY	
08500-	00105	Remove Existing Concrete	1	CY	
08500-	00106	Remove Curb	1	LF	
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter	1	LF	
<b>08600-00100 Misc Concrete</b>					
08600-	00101	Misc. Concrete	1	CY	
08600-	00102	Install # 3 Rebar (0.375")	1	LF	
08600-	00103	Install # 4 Rebar (0.500")	1	LF	
08600-	00104	Install # 5 Rebar (0.625")	1	LF	
08600-	00105	Flowable fill, less than 20cy	1	CY	
08600-	00106	Flowable fill, over 20cy	1	CY	
08600-	00107	Brick Pavers	1	SY	
08600-	00108	Concrete Pavers, Permeable	1	SY	
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	1	CY	
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	1	CY	
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	1	SY	
08600-	00112	Concrete Header (Landscape curb around planted areas)	1	LF	
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	1	SY	
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	1	SY	



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<b>09100-</b>	<b>00500</b>	<b>Closed Flume Inlet, FDOT Index 200 Series</b>			
09100-	00501	Single Barrel Flume	1	EA	\$3,006.00
09100-	00502	Double Barrel Flume	1	EA	\$4,413.00
09100-	00503	Triple Barrel Flume	1	EA	\$7,843.00
09100-	00504	Quadruple Barrel Flume	1	EA	\$13,207.00
<b>09100-</b>	<b>00600</b>	<b>County Inlets</b>			
09100-	00601	Type A Curb Inlet, 0-6' depth	1	EA	\$4,066.00
09100-	00602	Type A Curb Inlet, 6-12' depth	1	EA	\$4,413.00
09100-	00603	Modified Type A Curb Inlet, 0-6' depth	1	EA	\$4,416.00
09100-	00604	Modified Type A Curb Inlet, 6-12' depth	1	EA	\$4,517.00
09100-	00605	Type A-1 Curb Inlet, 0-6' depth	1	EA	\$4,372.00
09100-	00606	Type A-1 Curb Inlet, 6-12' depth	1	EA	\$5,192.00
09100-	00607	Type Double A Curb Inlet, 0-6' depth	1	EA	\$5,974.00
09100-	00608	Type Double A Curb Inlet, 6-12' depth	1	EA	\$5,976.00
09100-	00609	8" X 12" X 12" Yard Drain (per County Detail)	1	EA	\$1,418.00
09100-	00610	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,608.00
09100-	00611	12" X 12" X 12" Yard Drain (per County Detail)	1	EA	\$1,506.00
09100-	00612	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,506.00
09100-	00613	12" X 15" X 15" Yard Drain (per County Detail)	1	EA	\$1,506.00
09100-	00614	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,776.00
09100-	00615	Clean Out For Underdrain, Paved Surface	1	EA	\$779.00
09100-	00616	Clean Out For Underdrain, Unpaved Surface	1	EA	\$779.00
<b>09100-</b>	<b>00700</b>	<b>Inlet Bottom</b>			
09100-	00701	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,687.00
09100-	00702	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,902.00
09100-	00703	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,175.00
09100-	00704	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,000.00
09100-	00705	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,369.00
09100-	00706	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,540.00
09100-	00707	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,031.00
09100-	00708	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$5,673.00
09100-	00709	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,969.00
09100-	00710	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,238.00
09100-	00711	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,458.00
09100-	00712	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,198.00
09100-	00713	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,698.00
09100-	00714	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$8,630.00
09100-	00715	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$8,630.00
09100-	00716	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$8,948.00
09100-	00717	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,328.00
09100-	00718	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$8,567.00
09100-	00719	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,676.00
09100-	00720	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$9,440.00
09100-	00721	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,673.00
09100-	00722	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$8,830.00
09100-	00723	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,003.00
09100-	00724	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$12,372.00
09100-	00725	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,323.00
09100-	00726	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$10,880.00
09100-	00727	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,977.00
09100-	00728	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$12,138.00
09100-	00729	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$8,411.00
09100-	00730	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$14,000.00
09100-	00731	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$8,515.00
09100-	00732	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$14,177.00
09100-	00733	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$9,334.00
09100-	00734	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$16,255.00
09100-	00735	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,336.00
09100-	00736	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,245.00
09100-	00737	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,245.00
09100-	00738	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,180.00
09100-	00739	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,370.00
09100-	00740	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,578.00
09100-	00741	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,920.00
09100-	00742	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$5,974.00

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09100-	00743	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,075.00
09100-	00744	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$8,669.00
<b>09100-</b>	<b>00800</b>	<b>Manholes</b>			
09100-	00801	Storm Manhole, 0-6ft depth	1	EA	\$2,596.00
09100-	00802	Storm Manhole, 6-12ft depth	1	EA	\$3,063.00
09100-	00803	Junction Box, 0-6ft depth	1	EA	\$2,596.00
09100-	00804	Junction Box, 6-12ft depth	1	EA	\$3,064.00
09100-	00805	Dog House Manhole, 0-6ft depth	1	EA	\$3,064.00
09100-	00806	Dog House Manhole, 6-12ft depth	1	EA	\$4,743.60
09100-	00807	Trench Grate (24" Wide X 12" deep includes grate lid)	1	LF	\$590.00
<b>09100-</b>	<b>00900</b>	<b>Inlet Adjustments and Modifications</b>			
09100-	00901	Remove Inlet Top	1	EA	\$413.00
09100-	00902	Remove Inlet Throat	1	EA	\$413.00
09100-	00903	Pour Inlet Throat	1	EA	\$1,062.00
09100-	00904	Reconstruct Inlet Wall	1	CY	\$944.00
09100-	00905	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	\$620.00
09100-	00906	Remove Curb Inlet (including top and bottom)	1	EA	\$620.00
09100-	00907	Remove and Replace County Type A Inlet Top	1	EA	\$5,841.00
09100-	00908	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$714.00
09100-	00909	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	1	EA	\$3,203.00
09100-	00910	Connect to Existing Inlet	1	EA	\$826.00
09100-	00911	Expansion Joint and Filler	1	LF	\$8.30
09100-	00912	Tie to Existing Inlets, Pipe, Manhole	1	EA	\$826.00
09100-	00913	Modify Grate Top Inlet to Pedestrian Grate Top	1	EA	\$3,068.00
<b>09200-</b>	<b>Stormwater Pipe</b>				
<b>09200-</b>	<b>00100</b>	<b>(HDPE) High Density Polyethylene Pipe, Single Wall</b>			
09200-	00101	4" HDPE SW Pipe	1	LF	\$16.55
09200-	00102	6" HDPE SW Pipe	1	LF	\$17.70
09200-	00103	8" HDPE SW Pipe	1	LF	\$22.60
09200-	00104	12" HDPE SW Pipe	1	LF	\$27.15
09200-	00105	15" HDPE SW Pipe	1	LF	\$34.00
09200-	00106	18" HDPE SW Pipe	1	LF	\$37.20
09200-	00107	24" HDPE SW Pipe	1	LF	\$47.20
<b>09200-</b>	<b>00200</b>	<b>(HDPE) High Density Polyethylene Pipe, Double Wall</b>			
09200-	00201	6" HDPE DW Pipe, 0'-6' depth	1	LF	\$18.88
09200-	00202	6" HDPE DW Pipe, 6'-12' depth	1	LF	\$22.90
09200-	00203	8" HDPE DW Pipe, 0'-6' depth	1	LF	\$23.95
09200-	00204	8" HDPE DW Pipe, 6'-12' depth	1	LF	\$30.10
09200-	00205	12" HDPE DW Pipe, 0'-6' depth	1	LF	\$26.80
09200-	00206	12" HDPE DW Pipe, 6'-12' depth	1	LF	\$22.60
09200-	00207	15" HDPE DW Pipe, 0'-6' depth	1	LF	\$29.95
09200-	00208	15" HDPE DW Pipe, 6'-12' depth	1	LF	\$36.15
09200-	00209	18" HDPE DW Pipe, 0'-6' depth	1	LF	\$35.15
09200-	00210	18" HDPE DW Pipe, 6'-12' depth	1	LF	\$41.80
09200-	00211	24" HDPE DW Pipe, 0'-6' depth	1	LF	\$45.25
09200-	00212	24" HDPE DW Pipe, 6'-12' depth	1	LF	\$51.95
09200-	00213	30" HDPE DW Pipe, 0'-6' depth	1	LF	\$51.25
09200-	00214	30" HDPE DW Pipe, 6'-12' depth	1	LF	\$64.35
09200-	00215	36" HDPE DW Pipe, 0'-6' depth	1	LF	\$71.15
09200-	00216	36" HDPE DW Pipe, 6'-12' depth	1	LF	\$81.15
09200-	00217	42" HDPE DW Pipe, 0'-6' depth	1	LF	\$90.40
09200-	00218	42" HDPE DW Pipe, 6'-12' depth	1	LF	\$105.70
09200-	00219	48" HDPE DW Pipe, 0'-6' depth	1	LF	\$121.25
09200-	00220	48" HDPE DW Pipe, 6'-12' depth	1	LF	\$121.25
<b>09200-</b>	<b>00300</b>	<b>(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe</b>			
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$29.00
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$30.30
09200-	00303	15" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$33.65
09200-	00304	15" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$39.35
09200-	00305	18" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$39.35

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09200-	00306	18" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$39.35
09200-	00307	24" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$50.55
09200-	00308	24" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$51.05
09200-	00309	30" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$65.85
09200-	00310	30" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$69.55
<b>(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe</b>					
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth	1	LF	\$85.50
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth	1	LF	\$94.05
09200-	00403	48" HP TW HDPE Pipe, 0'-6' depth	1	LF	\$165.55
09200-	00404	48" HP TW HDPE Pipe, 6'-12' depth	1	LF	\$182.15
<b>(CPVC) Corrugated Polyvinyl Chloride Pipe</b>					
09200-	00501	12" CPVC Pipe, 0'-6' depth	1	LF	\$27.00
09200-	00502	12" CPVC Pipe, 6'-12' depth	1	LF	\$30.55
09200-	00503	15" CPVC Pipe, 0'-6' depth	1	LF	\$31.65
09200-	00504	15" CPVC Pipe, 6'-12' depth	1	LF	\$36.40
09200-	00505	18" CPVC Pipe, 0'-6' depth	1	LF	\$38.95
09200-	00506	18" CPVC Pipe, 6'-12' depth	1	LF	\$42.90
09200-	00507	24" CPVC Pipe, 0'-6' depth	1	LF	\$53.60
09200-	00508	24" CPVC Pipe, 6'-12' depth	1	LF	\$55.65
09200-	00509	30" CPVC Pipe, 0'-6' depth	1	LF	\$70.80
09200-	00510	30" CPVC Pipe, 6'-12' depth	1	LF	\$81.85
09200-	00511	36" CPVC Pipe, 0'-6' depth	1	LF	\$90.95
09200-	00512	36" CPVC Pipe, 6'-12' depth	1	LF	\$101.80
<b>(PVC) Polyvinyl Chloride Pipe</b>					
09200-	00601	12" PVC Pipe, 0'-6' depth	1	LF	\$32.60
09200-	00602	12" PVC Pipe, 6'-12' depth	1	LF	\$35.85
09200-	00603	15" PVC Pipe, 0'-6' depth	1	LF	\$38.00
09200-	00604	15" PVC Pipe, 6'-12' depth	1	LF	\$39.55
09200-	00605	18" PVC Pipe, 0'-6' depth	1	LF	\$57.00
09200-	00606	18" PVC Pipe, 6'-12' depth	1	LF	\$59.75
09200-	00607	24" PVC Pipe, 0'-6' depth	1	LF	\$84.80
09200-	00608	24" PVC Pipe, 6'-12' depth	1	LF	\$93.25
09200-	00609	30" PVC Pipe, 0'-6' depth	1	LF	\$132.50
09200-	00610	30" PVC Pipe, 6'-12' depth	1	LF	\$152.00
09200-	00611	36" PVC Pipe, 0'-6' depth	1	LF	\$203.85
09200-	00612	36" PVC Pipe, 6'-12' depth	1	LF	\$223.95
<b>(RCP) Reinforced Concrete Pipe</b>					
09200-	00701	15" RCP Pipe, 0'-6' depth	1	LF	\$37.20
09200-	00702	15" RCP Pipe, 6'-12' depth	1	LF	\$39.35
09200-	00703	18" RCP Pipe, 0'-6' depth	1	LF	\$41.90
09200-	00704	18" RCP Pipe, 6'-12' depth	1	LF	\$43.45
09200-	00705	24" RCP Pipe, 0'-6' depth	1	LF	\$56.45
09200-	00706	24" RCP Pipe, 6'-12' depth	1	LF	\$58.35
09200-	00707	30" RCP Pipe, 0'-6' depth	1	LF	\$74.05
09200-	00708	30" RCP Pipe, 6'-12' depth	1	LF	\$83.10
09200-	00709	36" RCP Pipe, 0'-6' depth	1	LF	\$94.75
09200-	00710	36" RCP Pipe, 6'-12' depth	1	LF	\$107.20
09200-	00711	42" RCP Pipe, 0'-6' depth	1	LF	\$113.30
09200-	00712	42" RCP Pipe, 6'-12' depth	1	LF	\$122.15
09200-	00713	48" RCP Pipe, 0'-6' depth	1	LF	\$139.25
09200-	00714	48" RCP Pipe, 6'-12' depth	1	LF	\$149.30
09200-	00715	54" RCP Pipe, 6'-12' depth	1	LF	\$263.15
09200-	00716	60" RCP Pipe, 7'-12' depth	1	LF	\$273.80
09200-	00717	72" RCP Pipe, 8'-12' depth	1	LF	\$350.50
09200-	00718	84" RCP Pipe, 9'-12' depth	1	LF	\$466.10
<b>(ERCP) Elliptical Reinforced Concrete Pipe</b>					
09200-	00801	12" X 18" ERCP Pipe, 0'-6' depth	1	LF	\$52.85
09200-	00802	12" X 18" ERCP Pipe, 6'-12' depth	1	LF	\$59.25
09200-	00803	14" X 23" ERCP Pipe, 0'-6' depth	1	LF	\$60.80
09200-	00804	14" X 23" ERCP Pipe, 6'-12' depth	1	LF	\$67.15
09200-	00805	19" X 30" ERCP Pipe, 0'-6' depth	1	LF	\$88.40
09200-	00806	19" X 30" ERCP Pipe, 6'-12' depth	1	LF	\$96.80

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09200-	00807	24" X 38" ERCP Pipe, 0'-6' depth	1	LF	\$120.70
09200-	00808	24" X 38" ERCP Pipe, 6'-12' depth	1	LF	\$120.70
09200-	00809	29" X 45" ERCP Pipe, 0'-6' depth	1	LF	\$160.60
09200-	00810	29" X 45" ERCP Pipe, 6'-12' depth	1	LF	\$173.70
09200-	00811	34" X 53" ERCP Pipe, 0'-6' depth	1	LF	\$244.30
09200-	00812	34" X 53" ERCP Pipe, 6'-12' depth	1	LF	\$263.65
<b>09200-</b>	<b>00900</b>	<b>(CMP) Corrugated Metal Pipe</b>			
09200-	00901	18" CMP Pipe, 0'-6' depth	1	LF	\$38.00
09200-	00902	18" CMP Pipe, 6'-12' depth	1	LF	\$39.70
09200-	00903	24" CMP Pipe, 0'-6' depth	1	LF	\$51.60
09200-	00904	24" CMP Pipe, 6'-12' depth	1	LF	\$51.60
09200-	00905	30" CMP Pipe, 0'-6' depth	1	LF	\$61.80
09200-	00906	30" CMP Pipe, 6'-12' depth	1	LF	\$74.95
09200-	00907	36" CMP Pipe, 0'-6' depth	1	LF	\$76.00
09200-	00908	36" CMP Pipe, 6'-12' depth	1	LF	\$91.30
<b>09200-</b>	<b>01000</b>	<b>(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe</b>			
09200-	01001	6" PSW HDPE Trench Wrap Underdrain	1	LF	\$20.40
09200-	01002	8" PSW HDPE Trench Wrap Underdrain	1	LF	\$23.25
09200-	01003	12" PSW HDPE Trench Wrap Underdrain	1	LF	\$26.70
09200-	01004	15" PSW HDPE Trench Wrap Underdrain	1	LF	\$30.45
09200-	01005	18" PSW HDPE Trench Wrap Underdrain	1	LF	\$32.60
09200-	01006	24" PSW HDPE Trench Wrap Underdrain	1	LF	\$48.80
<b>09200-</b>	<b>01100</b>	<b>(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe</b>			
09200-	01101	6" PDW HDPE Sock Wrap Underdrain	1	LF	\$20.55
09200-	01102	8" PDW HDPE Sock Wrap Underdrain	1	LF	\$23.45
09200-	01103	12" PDW HDPE Sock Wrap Underdrain	1	LF	\$26.14
09200-	01104	15" PDW HDPE Sock Wrap Underdrain	1	LF	\$29.75
09200-	01105	18" PDW HDPE Sock Wrap Underdrain	1	LF	\$32.75
09200-	01106	24" PDW HDPE Sock Wrap Underdrain	1	LF	\$47.65
<b>09300-</b>	<b>Mitered End Sections</b>				
<b>09300-</b>	<b>00100</b>	<b>(RCP) Round Concrete Pipe Cross Drain MES</b>			
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$920.40
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,015.00
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,033.00
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,770.00
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,950.00
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,304.00
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,926.00
<b>09300-</b>	<b>00200</b>	<b>(CMP) Round Corrugated Metal Pipe Cross Drain MES</b>			
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$921.00
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,015.00
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,033.00
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,770.00
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,950.00
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,729.00
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$4,720.00
<b>09300-</b>	<b>00300</b>	<b>(ERCP) Elliptical Concrete Pipe Cross Drain MES</b>			
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,047.00
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,137.00
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,323.00
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,643.00
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$4,060.00
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$5,351.00
<b>09300-</b>	<b>00400</b>	<b>(RCP) Round Concrete Pipe Side Drain MES</b>			
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$938.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,009.00
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,039.00
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,671.00

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09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,443.00
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,968.00
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,316.00
<b>09300-</b>	<b>00500</b>	<b>(CMP) Round Corrugated Metal Pipe Side Drain MES</b>			
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$982.00
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$982.00
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,080.00
09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,065.00
09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,065.00
09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,065.00
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,481.00
<b>09300-</b>	<b>00600</b>	<b>(ERCP) Elliptical Concrete Pipe Side Drain MES</b>			
09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$933.00
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,061.00
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,333.00
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,741.00
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,124.00
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$5,440.00
<b>09400-</b>	<b>00100</b>	<b>Headwall and Energy Dissipator</b>			
09400-	00101	Class I Concrete for Endwalls (steel included)	1	CY	\$1,180.00
09400-	00102	Class II Concrete for Endwalls	1	CY	\$1,314.00
09400-	00103	Reinforcing Steel for Endwalls	1	LB	\$2.25
09400-	00104	Block Headwall, 8"x8"x16"	1	SF	\$64.35
09400-	00105	Sand Bag Headwall, Cross Section Measurement	1	SY	\$391.00
<b>09500-</b>	<b>00100</b>	<b>Misc. and Removal</b>			
09500-	00101	Construct Concrete Collar on Pipe	1	CY	\$368.00
09500-	00102	Excavate and Reinstall Existing Pipe, 6"-24"	1	LF	\$47.40
09500-	00103	Excavate and Reinstall Existing Pipe, 30" and larger	1	LF	\$64.90
09500-	00104	Pipe Removal, 6"-24"	1	LF	\$20.10
09500-	00105	Pipe Removal, 30" and larger	1	LF	\$32.45
09500-	00106	Remove Gravel from Pipe Bed	1	CY	\$19.20
09500-	00107	Remove Miter Ends and Plug Existing Pipe	1	EA	\$610.00
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA	\$610.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	\$811.00
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	1	EA	\$610.00
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	\$610.00
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	1	EA	\$319.00
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe	1	EA	\$478.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	1	CY	\$258.00
<b>10000-</b>	<b>Sewer</b>				
<b>10100-</b>	<b>00100</b>	<b>Gravity</b>			
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth	1	LF	\$19.20
10100-	00102	8" Sewer Line Gravity Fed, 6-12' depth	1	LF	\$29.50
10100-	00103	10" Sewer Line Gravity Fed, 0-6' depth	1	LF	\$19.85
10100-	00104	10" Sewer Line Gravity Fed, 6-12' depth	1	LF	\$33.55
<b>10200-</b>	<b>00100</b>	<b>Force Main</b>			
10200-	00101	6" Sewer Line Force Main, 0-6' depth	1	LF	\$16.30
10200-	00102	6" Sewer Line Force Main, 6-12' depth	1	LF	\$23.95
10200-	00103	8" Sewer Line Force Main, 0-6' depth	1	LF	\$19.90
10200-	00104	8" Sewer Line Force Main, 6-12' depth	1	LF	\$32.10
10200-	00105	10" Sewer Line Force Main, 0-6' depth	1	LF	\$25.10
10200-	00106	10" Sewer Line Force Main, 6-12' depth	1	LF	\$36.00
<b>10300-</b>	<b>00100</b>	<b>Manholes</b>			
10300-	00101	Sewer Manhole, 0-6ft depth	1	EA	\$3,873.00
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA	\$4,388.00
<b>10400-</b>	<b>00100</b>	<b>Services</b>			
10400-	00101	4" Sewer Service Line - Short	1	LF	\$15.35
10400-	00102	4" Sewer Service Line - Long	1	LF	\$15.35

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10400-	00103	6" Sewer Service Line - Short	1	LF	\$22.45
10400-	00104	6" Sewer Service Line - Long	1	LF	\$22.45
<b>10500-</b>	<b>00100</b>	<b>Fittings</b>			
10500-	00101	4" Sanitary Sewer Transition Coupling	1	EA	\$844.00
10500-	00102	6" Sanitary Sewer Transition Coupling	1	EA	\$1,127.00
10500-	00103	8" Sanitary Sewer Transition Coupling	1	EA	\$1,216.00
10500-	00104	10" Sanitary Sewer Transition Coupling	1	EA	\$1,428.00
10500-	00105	12" Sanitary Sewer Transition Coupling	1	EA	\$1,688.00
10500-	00106	8" Tapping Sleeve w/ Valve	1	EA	\$3,540.00
10500-	00107	8" x 8" x 8" Tee Fitting	1	EA	\$1,260.00
10500-	00108	6" x 8" x 8" Tee Fitting	1	EA	\$1,081.00
10500-	00109	8" 90 Elbow	1	EA	\$1,081.00
<b>10600-</b>	<b>00100</b>	<b>Miscellaneous</b>			
10600-	00101	8" Iron Clean Out	1	EA	\$649.00
10600-	00102	8" Gate Valve w/ Box	1	EA	\$1,437.00
10600-	00103	Encase Sewer Line	1	LF	\$61.40
<b>11000-</b>	<b>Water</b>				
<b>11100-</b>	<b>00100</b>	<b>Pipe</b>			
11100-	00101	4" PVC Waterline, 0'-6' depth	1	LF	\$12.40
11100-	00102	4" PVC Waterline, 6'-12' depth	1	LF	\$14.75
11100-	00103	6" PVC Waterline, 0'-6' depth	1	LF	\$16.00
11100-	00104	6" PVC Waterline, 6'-12' depth	1	LF	\$20.25
11100-	00105	8" PVC Waterline, 0'-6' depth	1	LF	\$16.95
11100-	00106	8" PVC Waterline, 6'-12' depth	1	LF	\$24.80
11100-	00107	6" Iron Ductile Water Line, 0'-6' depth	1	LF	\$42.00
11100-	00108	6" Iron Ductile Water Line, 6'-12' depth	1	LF	\$119.20
11100-	00109	8" Iron Ductile Water Line, 0'-6' depth	1	LF	\$48.40
11100-	00110	8" Iron Ductile Water Line, 6'-12' depth	1	LF	\$58.15
<b>11200-</b>	<b>00100</b>	<b>Services</b>			
11200-	00101	1" Water Service Line - Short	1	LF	\$82.60
11200-	00102	1" Water Service Line - Long	1	LF	\$25.96
11200-	00103	1.5" Water Service Line - Short	1	LF	\$153.40
11200-	00104	1.5" Water Service Line - Long	1	LF	\$35.40
11200-	00105	2" Water Service Line - Short	1	LF	\$212.40
11200-	00106	2" Water Service Line - Long	1	LF	\$47.20
<b>11300-</b>	<b>00100</b>	<b>Fittings</b>			
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	1	EA	\$2,614.00
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	1	EA	\$2,614.00
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	1	EA	\$2,950.00
11300-	00104	6" Ductile Iron Transition Fitting	1	EA	\$1,127.00
11300-	00105	8" Ductile Iron Transition Fitting	1	EA	\$1,216.00
11300-	00106	4" x 4" x 4" Tee Fitting	1	EA	\$456.00
11300-	00107	4" x 6" x 6" Tee Fitting	1	EA	\$595.00
11300-	00108	6" x 6" x 6" Tee Fitting	1	EA	\$595.00
11300-	00109	4" Elbow, 22.5°, 45°, 90°	1	EA	\$340.00
11300-	00110	6" Elbow, 22.5°, 45°, 90°	1	EA	\$384.00
11300-	00111	8" Elbow, 22.5°, 45°, 90°	1	EA	\$608.00
11300-	00112	6" Gate Valve w/ Box	1	EA	\$1,593.00
11300-	00113	6" Gate Valve	1	EA	\$1,180.00
11300-	00114	8" Tapping Sleeve w/ Valve	1	EA	\$3,565.00
11300-	00115	8" Gate Valve w/ Box	1	EA	\$1,593.00
11300-	00116	4" Insert-A-Valve	1	EA	\$7,021.00
11300-	00117	6" Insert-A-Valve	1	EA	\$8,113.00
11300-	00118	8" Insert-A-Valve	1	EA	\$9,863.00
<b>11400-</b>	<b>00100</b>	<b>Miscellaneous</b>			
11400-	00101	Adjust Water Meter (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$384.00
11400-	00102	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$455.00
11400-	00103	Relocate Water Meter	1	EA	\$384.00

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11400-	00104	Relocate Water Valve	1	EA	\$909.00
11400-	00105	Relocate Fire Hydrant	1	EA	\$2,968.00
11400-	00106	Re-connect Fire Hydrant	1	EA	\$1,835.00
11400-	00107	Fire Hydrant Assembly (new)	1	EA	\$4,447.00
<b>12000- Drilling</b>					
<b>12100-</b>	<b>00100</b>	<b>Jack and Bore</b>			
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	1	LF	\$290.30
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	1	LF	\$370.85
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	1	LF	\$289.70
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	1	LF	\$370.85
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	1	LF	\$389.70
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	1	LF	\$370.85
12100-	00107	Jack and Bore with Encasement for 2" pipe, 0-6' depth	1	LF	\$289.70
12100-	00108	Jack and Bore with Encasement for 2" pipe, 6-12' depth	1	LF	\$370.85
12100-	00109	Jack and Bore with Encasement for 4" pipe, 0-6' depth	1	LF	\$389.70
12100-	00110	Jack and Bore with Encasement for 4" pipe, 6-12' depth	1	LF	\$370.85
12100-	00111	Jack and Bore with Encasement for 6" pipe, 0-6' depth	1	LF	\$289.70
12100-	00112	Jack and Bore with Encasement for 6" pipe, 6-12' depth	1	LF	\$370.85
12100-	00113	Jack and Bore with Encasement for 8" pipe, 0-6' depth	1	LF	\$389.70
12100-	00114	Jack and Bore with Encasement for 8" pipe, 6-12' depth	1	LF	\$371.15
12100-	00115	Jack and Bore with Encasement for 10" pipe, 0-6' depth	1	LF	\$389.70
12100-	00116	Jack and Bore with Encasement for 10" pipe, 6-12' depth	1	LF	\$371.15
12100-	00117	Jack and Bore with Encasement for 18" pipe, 0-6' depth	1	LF	\$324.50
12100-	00118	Jack and Bore with Encasement for 18" pipe, 6-12' depth	1	LF	\$389.40
12100-	00119	Jack and Bore with Encasement for 24" pipe, 0-6' depth	1	LF	\$324.50
12100-	00120	Jack and Bore with Encasement for 24" pipe, 6-12' depth	1	LF	\$395.30
<b>13000- Stormwater Pollution Prevention</b>					
<b>13100-</b>	<b>00100</b>	<b>Stabilization</b>			
13100-	00101	Centipede Sod, Staked, less than 1000sy	1	SY	\$2.80
13100-	00102	Centipede Sod, Staked, over 1000sy	1	SY	\$2.90
13100-	00103	St Augustine Sod, Staked, less than 1000sy	1	SY	\$5.45
13100-	00104	St Augustine Sod, Staked, over 1000sy	1	SY	\$5.15
13100-	00105	Bermuda Sod, Staked, less than 1000sy	1	SY	\$3.15
13100-	00106	Bermuda Sod, Staked, over 1000sy	1	SY	\$2.95
13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy	1	SY	\$2.80
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	1	SY	\$2.55
13100-	00109	Bermuda, Seeding and Mulch , (15lb Per Acre)	1	LB	\$15.35
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	1	LB	\$15.35
13100-	00111	Centipede, Seeding and Mulch, (15lb Per Acre)	1	LB	\$15.35
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	1	LB	\$7.80
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	1	LB	\$7.80
13100-	00114	Mulch	1	SY	\$0.60
13100-	00115	Mulch, (2 Ton Per Acre)	1	TON	\$511.00
13100-	00116	Seed & Mulch Road & Shoulders	1	SY	\$0.65
13100-	00117	Erosion mat with the seed and mulch included in the mat.	1	SY	\$4.75
<b>13200-</b>	<b>00100</b>	<b>Energy Dissipation</b>			
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	1	SY	\$94.40
13200-	00102	4" Bedding Stone and Geotextile	1	SY	\$11.80
13200-	00103	Rip Rap Rubble	1	TON	\$94.40
13200-	00104	Stone Rip Rap, Class I	1	TON	\$118.00
13200-	00105	Stone Rip Rap, Class II	1	TON	\$141.60
13200-	00106	Stone Rip Rap, Class III	1	TON	\$236.00
13200-	00107	Stone Rip Rap, Class IV	1	TON	\$236.00
13200-	00108	Grout Fill for Rip Rap	1	CY	\$372.60
<b>13300-</b>	<b>00100</b>	<b>Erosion Control</b>			
13300-	00101	Silt Fence Type III, less than 500lf	1	LF	
13300-	00102	Silt Fence Type III, over 500lf	1	LF	
13300-	00103	Silt Fence Type IV, less than 500lf	1	LF	
13300-	00104	Silt Fence Type IV, over 500lf	1	LF	
13300-	00105	Staked Turbidity Barrier	1	LF	

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13300-	00106	Floating Turbidity Barrier	1	LF	
13300-	00107	Safety Fence, less than 500lf	1	LF	
13300-	00108	Safety Fence, over 500lf	1	LF	
13300-	00109	Baled Hay or Straw	1	EA	
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	
13300-	00111	Construct Stabilized Gravel Construction Entrance	1	SY	
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	
13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	
<b>13400-</b>	<b>00100</b>	<b>Removal</b>			
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	1	CY	
13400-	00102	Remove Existing Concrete Energy Dissipater	1	EA	
<b>14000-</b>	<b>Fence</b>				
<b>14100-</b>	<b>00100</b>	<b>Chain Link</b>			
14100-	00101	4' Chain Link Fence	1	LF	
14100-	00102	6' Chain Link Fence	1	LF	
14100-	00103	4' X 4' Single Chain Link Swing Gate	1	EA	
14100-	00104	4' X 6' Single Chain Link Swing Gate	1	EA	
14100-	00105	6' X 6' Single Chain Link Swing Gate	1	EA	
14100-	00106	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	1	EA	
14100-	00107	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	
14100-	00108	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	
14100-	00109	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	1	EA	
14100-	00110	6' X 24' Double Chain Link Cantilever Slide Gate, (2) 12' Gates	1	EA	
<b>14200-</b>	<b>00100</b>	<b>Wire</b>			
14200-	00101	4' Wire Fence	1	LF	
<b>14300-</b>	<b>00100</b>	<b>Wood</b>			
14300-	00101	Wood Split Rail Fence	1	LF	
14300-	00102	6' Wood Fence (Non alternating Vertical Boards)	1	LF	
14300-	00103	6' Wood Fence (Alternating Vertical Boards)	1	LF	
14300-	00104	Single Wood Gate 6' X 4'	1	EA	
14300-	00105	Single Wood Gate 6' X 5'	1	EA	
14300-	00106	Double Wood Gate 6' X 5'	1	EA	
14300-	00107	Double Wood Gate 6' X 14' (two 7' gates w/ metal frame)	1	EA	
<b>14400-</b>	<b>00100</b>	<b>Removal</b>			
14400-	00101	Remove Existing 6' Wood Fence	1	LF	
14400-	00102	Remove Existing Split Rail Fence	1	LF	
14400-	00103	Remove Existing Chain Link Fence	1	LF	
14400-	00104	Remove Existing Wire Fence	1	LF	
<b>14500-</b>	<b>00100</b>	<b>Posts</b>			
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	1	EA	
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	1	EA	
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	1	EA	
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	1	EA	
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	1	EA	
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	1	EA	
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	1	EA	
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	1	EA	
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	1	EA	
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	1	EA	
<b>14600-</b>	<b>00100</b>	<b>Retaining Wall</b>			
14600-	00101	Composite Sheet Pile Retaining Wall, Up to 6' High	1	LF	
14600-	00102	Steel Sheet Pile Retaining Wall, Up to 6' High	1	LF	
14600-	00103	Vinyl Sheet Pile Retaining Wall, Up to 6' High	1	LF	
14600-	00104	Decorative 6" Thick Concrete Retaining Wall, Up to 3' High	1	LF	

PANHANDLE GRADING AND PAVING, INC.

PD14-15.064 General Paving and Drainage Pricing Agreement			Panhandle G&P Inc.		
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
<b>15000- Irrigation</b>					
<b>15100-00100 Sprinkler Head</b>					
15100-00101		2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$47.60
15100-00102		2" Pop up 90 degree spray Non-Rotating Sprinkler Head	1	EA	\$5.60
15100-00103		2" Pop up 180 degree spray Non-Rotating Sprinkler Head	1	EA	\$5.60
15100-00104		4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$56.00
15100-00105		6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$70.00
15100-00106		12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$84.00
15100-00107		Rotor Type Sprinkler Head on Riser	1	EA	\$56.00
15100-00108		Rotor Type Sprinkler Head on Riser on Grade	1	EA	\$56.00
15100-00109		4" Spray Type Sprinkler Head	1	EA	\$16.80
15100-00110		6" Spray Type Sprinkler Head	1	EA	\$21.00
15100-00111		12" Spray Type Sprinkler Head	1	EA	\$28.00
15100-00112		Spray Type Sprinkler Head on Riser	1	EA	\$21.00
15100-00113		Spray Type Sprinkler Head on Riser on Grade	1	EA	\$28.00
<b>15200-00100 Sprinkler Line</b>					
15200-00101		Flexible Drip Tubing Installed Below Grade	1	EA	\$1.40
15200-00102		Flexible Drip Tubing Installed Above Grade	1	EA	\$0.70
15200-00103		1/2" PVC sprinkler line , less than 150lf	1	LF	\$0.70
15200-00104		1/2" PVC sprinkler line, over 150lf	1	LF	\$1.00
15200-00105		3/4" PVC sprinkler line, less than 150lf	1	LF	\$0.85
15200-00106		3/4" PVC sprinkler line, over 150lf	1	LF	\$1.15
15200-00107		1" PVC sprinkler line, less than 150lf	1	LF	\$1.00
15200-00108		1" PVC sprinkler line, over 150lf	1	LF	\$1.15
15200-00109		1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	1	LF	\$2.25
15200-00110		1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	1	LF	\$2.40
15200-00111		2" Schedule 40 PVC sprinkler line, less than 150lf	1	LF	\$4.20
15200-00112		2" Schedule 40 PVC sprinkler line, over 150lf	1	LF	\$4.55
<b>15300-00100 Fittings and Valves</b>					
15300-00101		Deep Well Tree Bubbler	1	EA	\$17.50
15300-00102		Tree Emitter w/ Tree Grate	1	EA	\$21.00
15300-00103		Multi-Outlet Emitter Installed in a Box	1	EA	\$23.80
15300-00104		Multi-Outlet Emitter Installed below grade	1	EA	\$16.80
15300-00105		Single-Outlet Emitter Installed Below Grade	1	EA	\$14.00
15300-00106		Drip Emitter Tubing Outlet	1	EA	\$7.00
15300-00107		90 degree PVC Fitting	1	EA	\$5.60
15300-00108		"T" PVC Fitting	1	EA	\$5.60
15300-00109		"Cross" PVC Fitting	1	EA	\$5.60
15300-00110		Flex Pipe	1	EA	\$4.20
15300-00111		Flex Pipe Nipple	1	EA	\$3.50
15300-00112		Flex Pipe "T"	1	EA	\$3.50
15300-00113		Flex Pipe Elbow	1	EA	\$3.50
15300-00114		Install 4" Conduit for irrigation pipe	1	LF	\$11.20
15300-00115		Install Electrical Conduit for irrigation System	1	LF	\$5.60
15300-00116		Multiple Day Pump Timer (Intermatic)	1	EA	\$420.00
15300-00117		3 zone Switching Box	1	EA	\$210.00
15300-00118		4 zone Switching Box	1	EA	\$210.00
15300-00119		1.5 hp Pump	1	EA	\$805.00
15300-00120		2.0 hp Pump	1	EA	\$945.00
15300-00121		Solar Powered Solenoid	1	EA	\$49.00
15300-00122		DC Powered Solenoid	1	EA	\$77.00
15300-00123		AC Powered Solenoid	1	EA	\$77.00
15300-00124		Backflow Preventer w/ Enclosure	1	EA	\$560.00
15300-00125		Pressure Reducing Valves	1	EA	\$420.00
15300-00126		Pressure Vacuum Breaker w/ Enclosure	1	EA	\$630.00
15300-00127		Wye Strainer	1	EA	\$140.00
15300-00128		Shut Off Valve: Gate Valve Type 2" or Smaller	1	EA	\$245.00
15300-00129		Shut Off Valve: gate Valve Type 2 1/2" or Greater	1	EA	\$840.00
15300-00130		Shut Off Valve: Butterfly Valve Type	1	EA	\$560.00
15300-00131		Quick Coupler Valve	1	EA	\$210.00
15300-00132		Angle Valve	1	EA	\$280.00
15300-00133		Remote Control Valve	1	EA	\$210.00
15300-00134		Master Control Valve	1	EA	\$210.00
15300-00135		Automatic Controller (Electric): In Enclosure	1	EA	\$560.00



PANHANDLE GRADING AND PAVING, INC.

PD14-15.064 General Paving and Drainage Pricing Agreement					Panhandle G&P Inc.
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	1	SY	
16500-	00103	Cord Grass	1	EA	
16500-	00104	Arrow Head	1	EA	
16500-	00105	Pickend Weed	1	EA	
<b>17000- Miscellaneous</b>					
17100-	00101	Adjust Existing Gas Valve	1	EA	
17100-	00102	Jobsite Board for posting project information, permits, etc.	1	EA	
17100-	00103	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	
17100-	00104	Subsurface Utility Exploration (Post Hole Diggers Only), per hole	1	EA	
<b>18000- Natural Disaster Fee (Not to exceed 25% of the contract)</b>					
18100-	00101	Emergency Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	1	Per \$10,000	

ROADS, INC. OF NWF

**Brett**

**From:** Liz Bush <mebush@co.escambia.fl.us>  
**Sent:** Tuesday, July 26, 2016 4:44 PM  
**To:** AllSouth\_Matt Lemon; Chavers Construction\_Ryan Chavers; Gulf Atlantic Constructors\_Byron Bauer; Heaton Brothers Construction\_Matt Miller; ISS Global Services\_Kirk Kassebaum; J. Miller Construction\_Tom Dulaney; Midsouth Paving\_Mindy Smallwood; Panhandle Grading and Paving\_Wallace North; Brett; Utility Services\_Charley Radford  
**Cc:** Joy Jones; James E. Duncan  
**Subject:** Additions to the GPAD for FY 16-17  
**Attachments:** Underdrain Detail 7.26.2016.pdf

Good afternoon,

We're currently requesting each of you to provide a cost for the items below that will be added to the existing General Paving and Drainage Pricing Agreement. Highlighted in yellow is what has changed or been added.

Please provide a cost for 09200-01007 based on the attached detail. The unit cost (LF) should be based on installing a complete 6" underdrain system that includes everything in the detail.

All submittals must be back to me by COB Thursday, July 28.

The changes will be added to the new pricing agreement and take effect on October 1, 2016, along with the price adjustments submitted earlier this month.

If you have any questions, please don't hesitate to call.

Liz

*Roads, Inc. of NWF*

06200-	00124	4" Limerock Base, FDOT Specification 911, less than 1000sy	9.50	SY
06200-	00125	4" Limerock Base, FDOT Specification 911, over 1000sy	7.50	SY
06200-	00126	6" Limerock Base, FDOT Specification 911, less than 1000sy	13.10	SY
06200-	00127	6" Limerock Base, FDOT Specification 911, over 1000sy	12.80	SY
06200-	00128	8" Limerock Base, FDOT Specification 911, less than 1000sy	16.00	SY
06200-	00129	8" Limerock Base, FDOT Specification 911, over 1000sy	15.80	SY
06200-	00130	10" Limerock Base, FDOT Specification 911, less than 1000sy	18.00	SY
06200-	00131	10" Limerock Base, FDOT Specification 911, over 1000sy	17.00	SY
06200-	00132	12" Limerock Base, FDOT Specification 911, less than 1000sy	21.00	SY
06200-	00133	12" Limerock Base, FDOT Specification 911, over 1000sy	20.00	SY
06200-	00134	4" Crushed Concrete Base, Per County Specifications, less than 1000sy	9.50	SY
06200-	00135	4" Crushed Concrete Base, Per County Specifications, over 1000sy	9.50	SY
06200-	00136	6" Crushed Concrete Base, Per County Specifications, less than 1000sy	13.10	SY
06200-	00137	6" Crushed Concrete Base, Per County Specifications, over 1000sy	12.80	SY
09200-	01007	6" Trench Wrap Underdrain System, Per County Detail	18.50	LF

Roads, Inc. bmk b f

ROADS, INC. OF NWF

14600-	00101	Composite Sheet Pile Retaining Wall	40.00	SF
14600-	00102	Steel Sheet Pile Retaining Wall	35.00	SF
14600-	00103	Vinyl Sheet Pile Retaining Wall	30.00	SF
14600-	00104	Decorative 6" Thick Concrete Retaining Wall	30.00	SF



**Elizabeth Bush**

Construction Manager

**Escambia County Public Works Department, Engineering Division**

3363 West Park Place  
Pensacola, Florida 32505

[mebush@myescambia.com](mailto:mebush@myescambia.com)

Office: (850) 595-3450

Cell: (850) 554-3063

**Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.**

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
<b>01000-</b>	<b>Insurance</b>				
<b>01100-</b>	<b>00100</b>	<b>Performance Bond</b>			
01100-	00101	Performance Bond	1	Per \$1000	\$10.50
<b>02000-</b>	<b>Equipment</b>				
<b>02100-</b>	<b>00100</b>	<b>Mobilization</b>			
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	\$2,500.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	\$3,500.00
02100-	00103	Mobilization, 31 - 45 Miles	1	EA	\$4,500.00
02100-	00104	Mobilization, 46 + Miles	1	EA	\$5,500.00
02100-	00105	Demobilize	1	EA	\$1,500.00
02100-	00106	Remobilize	1	EA	\$1,500.00
<b>03000-</b>	<b>Clearing and Grubbing</b>				
<b>03100-</b>	<b>00100</b>	<b>Removal of Items</b>			
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1	ACRE	\$5,500.00
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	1	SY	\$2.50
03100-	00103	Remove Shrubs	1	EA	\$50.00
03100-	00104	Remove Tree, less than 12"	1	EA	\$300.00
03100-	00105	Remove Tree, 13"-24"	1	EA	\$950.00
03100-	00106	Remove Tree, 25"-48"	1	EA	\$1,500.00
03100-	00107	Remove Tree, over 48"	1	EA	\$3,000.00
03100-	00108	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	1	LF	\$0.25
03100-	00109	Remove Brick or Stucco Mailboxes and place at edge of property line	1	EA	\$1,500.00
03100-	00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$400.00
03100-	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	1	EA	\$275.00
03100-	00112	Relocate existing standard mailbox	1	EA	\$150.00
<b>04000-</b>	<b>Earthwork</b>				
<b>04100-</b>	<b>00100</b>	<b>Cut and Fill</b>			
04100-	00101	Earthwork Excavation by machine	1	CY	\$5.00
04100-	00102	Earthwork Excavation by hand	1	CY	\$30.00
04100-	00103	Earthwork Excavate, Haul, and Install, On-site	1	CY	\$6.00
04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	1	CY	\$12.00
04100-	00105	Provide Fill Along Road Shoulder (Truck Measures)	1	CY	\$12.00
04100-	00106	3" Top Soil	1	SY	\$1.39
04100-	00107	Earthwork Establishing Grade, County Specs 2300	1	SY	\$1.49
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	1	SY	\$1.49
04100-	00109	Remove and Replace Unsuitable Materials	1	CY	\$14.00
04100-	00110	Final grading and seal rolling prior to paving	1	SY	\$0.73
04100-	00111	Stabilization Mat Type R-1	1	SY	\$4.50
04100-	00112	Stabilization Mat Type R-2	1	SY	\$4.50
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	1	SY	\$1.30
04100-	00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	1	SY	\$1.30
04100-	00115	Dewatering, Bladder/Coffer Dam, 6' Depth	1	LF	\$250.00
04100-	00116	Dewatering, Earthen Dam	1	CY	\$14.00
04100-	00117	Dewatering, Sheet Piles, 8' Long	1	EA Panel	\$200.00
04100-	00118	Dewatering, Well Point	1	LF	\$17.00
04100-	00119	Dewatering, Trench and/or Pipe	1	LF	\$20.00
04100-	00120	Dewatering Pump	1	Day	\$200.00
04100-	00121	Dewatering Permit Sampling, Per Specification Section 2300, Part 3	1	EA	\$900.00
<b>04200-</b>	<b>00100</b>	<b>Ponds</b>			
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	1	SY	\$14.50
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	1	EA	\$1,900.00

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	1	EA	\$1,500.00
04200-	00104	Filter Sand	1	CY	\$16.00
04200-	00105	Filter Gravel	1	CY	\$45.00
04200-	00106	Clay Core for Pond Berm	1	CY	\$14.00
04200-	00107	Grade Pond Slopes	1	SY	\$1.25
<b>05000-</b>	<b>Asphalt</b>				
<b>05100-</b>	<b>00100</b>	<b>Furnish and Deliver Only</b>			
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, up to 15 miles	1	TON	\$59.00
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, 16-30 miles	1	TON	\$59.90
05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, furnish and deliver only, over 30 miles	1	TON	\$61.00
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, up to 15 miles	1	TON	\$56.85
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, furnish and deliver only, 16-30 miles	1	TON	\$58.00
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, furnish and delivery only, over 30 miles	1	TON	\$59.00
05100-	00107	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, up to 15 miles	1	TON	\$95.00
05100-	00108	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, 16-30 miles	1	TON	\$97.00
05100-	00109	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, furnish and deliver only, over 30 miles	1	TON	\$98.00
<b>05200-</b>	<b>00100</b>	<b>Roadway</b>			
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	1	SY	\$6.00
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	1	SY	\$5.20
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	1	SY	\$6.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1	SY	\$6.00
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	\$8.20
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	\$8.00
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	1	SY	\$15.75
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	1	SY	\$15.50
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	1	SY	\$3.35
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	1	SY	\$3.00
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	1	SY	\$4.00
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	1	SY	\$3.95
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	1	SY	\$4.20
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	1	SY	\$4.15
<b>05300-</b>	<b>00100</b>	<b>Driveway</b>			
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	\$6.50
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	1	SY	\$6.50
05300-	00103	Driveway Cut and Patch (asphalt)	1	SY	\$24.00
<b>05400-</b>	<b>00100</b>	<b>Curbs, Flumes, Swales</b>			
05400-	00101	Construct 2" Thick Asphalt Flume	1	SY	\$20.00
05400-	00102	Install Asphalt Curbs	1	LF	\$10.00
05400-	00103	Install 2" Thick Asphalt Swale	1	SY	\$19.90
<b>05500-</b>	<b>00100</b>	<b>Preservation</b>			
05500-	00101	Chip Seal Single Surface Treatment in place	1	SY	\$15.00
05500-	00102	Chip Seal Double Surface Treatment in place	1	SY	\$20.00
05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	1	SY	\$4.25
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	1	SY	\$3.95

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
05500-	00105	Install Specified Geotextile Mat, less than 500lf	1	SY	\$3.95
05500-	00106	Install Specified Geotextile Mat, over 500lf	1	SY	\$3.90
05500-	00107	Install Specified Geotextile Grid, less than 500lf	1	SY	\$3.50
05500-	00108	Install Specified Geotextile Grid, over 500lf	1	SY	\$4.90
<b>05600-</b>	<b>00100</b>	<b>Milling</b>			
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	1	SY	\$2.00
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	1	SY	\$1.10
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	1	SY	\$2.20
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1	SY	\$1.30
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	1	SY	\$3.00
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	1	SY	\$2.00
05600-	00107	Asphalt Millings, Shoulder Fill	1	CY	\$30.00
05600-	00108	Asphalt Millings, Driveways	1	SY	\$9.00
<b>05700-</b>	<b>00100</b>	<b>Patch and Removal</b>			
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	1	SY	\$50.00
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	1	SY	\$68.00
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	1	SY	\$35.00
05700-	00104	Remove Existing Asphalt Curbs	1	LF	\$2.00
05700-	00105	Remove Asphalt Swale	1	CF	\$2.75
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	1	SY	\$2.50
05700-	00107	Remove Existing Asphalt, 1" Average Depth	1	SY	\$2.00
05700-	00108	Remove Existing Asphalt, 2" Average Depth	1	SY	\$2.00
05700-	00109	Remove Existing Asphalt, 3" Average Depth	1	SY	\$2.00
05700-	00110	Remove Existing Asphalt	1	CF	\$2.00
05700-	00111	Saw cut Existing Asphalt	1	LF	\$1.90
<b>06000-</b>	<b>Roadway Preparation</b>				
<b>06100-</b>	<b>00100</b>	<b>Stabilization</b>			
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$2.00
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$1.35
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$2.00
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$1.60
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	1	SY	\$2.20
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	1	SY	\$1.55
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	1	SY	\$3.25
06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	1	SY	\$2.90
06100-	00109	Prime Coat, less than 1000sy	1	SY	\$0.80
06100-	00110	Prime Coat, over 1000sy	1	SY	\$0.70
<b>06200-</b>	<b>00100</b>	<b>Base</b>			
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$9.50
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$9.50
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$13.10
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$12.80
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$16.00
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$15.80
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$18.00
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$17.00
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	1	SY	\$21.00

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06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1	SY	\$20.00
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	1	SY	\$6.00
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	1	SY	\$5.50
06200-	00113	4" #57 Stone, less than 1000sy	1	SY	\$9.00
06200-	00114	4" #57 Stone, over 1000sy	1	SY	\$9.00
06200-	00115	6" #57 Stone, less than 1000sy	1	SY	\$12.50
06200-	00116	6" #57 Stone, over 1000sy	1	SY	\$12.00
06200-	00117	#57 Stone	1	CY	\$47.00
06200-	00118	4" Bahamian base, less than 1000sy	1	SY	\$9.50
06200-	00119	4" Bahamian base, over 1000sy	1	SY	\$9.50
06200-	00120	6" Bahamian base, less than 1000sy	1	SY	\$13.25
06200-	00121	6" Bahamian base, over 1000sy	1	SY	\$12.25
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	1	SY	\$6.00
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	1	SY	\$5.75
<b>06300-</b>	<b>00100</b>	<b>Shoulder and Widening</b>			
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$17.00
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$15.90
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$19.50
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$18.50
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$24.00
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$23.50
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$32.00
06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$31.00
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	1	SY	\$37.00
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	1	SY	\$36.00
<b>07000-</b>	<b>Traffic</b>				
<b>07100-</b>	<b>00100</b>	<b>Calming</b>			
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	1	EA	\$2,850.00
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	1	EA	\$4,800.00
07100-	00103	Install County Approved Molded Rubber Mat Speed Hump/Table (Per Unit Panel, 18"x42")	1	EA	\$3,000.00
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	1	SY	\$50.00
07100-	00105	6" Pipe Bollards, Per County Detail	1	EA	\$500.00
07100-	00106	8" Pipe Bollards, Per County Detail	1	EA	\$600.00
07100-	00107	Remove Existing Speed Hump	1	EA	\$600.00
07100-	00108	Remove Existing Speed Table	1	EA	\$600.00
07100-	00109	Removable Pipe Bollards	1	EA	\$500.00
<b>07200-</b>	<b>00100</b>	<b>Temporary Marking</b>			
07200-	00101	Temporary 4" Solid Stripe, White or Yellow	1	LF	\$0.29
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	1	LF	\$0.29
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	1	LF	\$0.34
07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	1	LF	\$0.39
07200-	00105	Temporary 4" Double Solid Stripe, White or Yellow	1	LF	\$0.53
07200-	00106	Temporary 6" Solid Stripe, White or Yellow	1	LF	\$0.35
07200-	00107	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	1	LF	\$0.35
07200-	00108	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	1	LF	\$0.40
07200-	00109	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	1	LF	\$0.43
07200-	00110	Temporary 6" Double Solid Stripe, White or Yellow	1	LF	\$0.68
07200-	00111	Temporary 8" Stripe, White or yellow	1	LF	\$0.84
07200-	00112	Temporary 12" Stripe, White or yellow	1	LF	\$2.05
07200-	00113	Temporary 18" Stripe, White or yellow	1	LF	\$3.05
07200-	00114	Temporary 24" Stripe, White or yellow	1	LF	\$4.10
07200-	00115	Temporary White Pedestrian Crosswalk	1	LF	\$7.10
07200-	00116	Temporary White High Intensity Pedestrian Crosswalk	1	LF	\$10.10
07200-	00117	Temporary Stop Bar	1	LF	\$4.05
07200-	00118	Temporary "R X R" Pavement Message	1	EA	\$90.00
07200-	00119	Temporary "SCHOOL" Pavement Message	1	EA	\$98.00
07200-	00120	Temporary "STOP" Pavement Message	1	EA	\$55.00
07200-	00121	Temporary "YIELD" Pavement Message	1	EA	\$65.00
07200-	00122	Temporary "TURN" Pavement Message	1	EA	\$55.00

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07200-	00123	Temporary "LANE" Pavement Message FDOT Index 17346	1	EA	\$55.00
07200-	00124	Temporary "LEFT" Pavement Message FDOT Index 17346	1	EA	\$55.00
07200-	00125	Temporary "RIGHT" Pavement Message FDOT Index 17346	1	EA	\$66.00
07200-	00126	Temporary "MERGE" Pavement Message FDOT Index 17346	1	EA	\$66.00
07200-	00127	Temporary "ONLY" Pavement Message FDOT Index 17346	1	EA	\$55.00
07200-	00128	Temporary "PED XING" Pavement Message	1	EA	\$132.00
07200-	00129	Temporary "BUMP" Pavement Marker	1	EA	\$55.00
07200-	00130	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	\$37.00
07200-	00131	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	\$42.00
07200-	00132	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	\$74.00
07200-	00133	Temporary 4-12" Strips Equally Spaced	1	EA	\$80.00
07200-	00134	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	\$110.00
07200-	00135	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	\$89.00
07200-	00136	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	\$12.00
07200-	00137	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	\$20.50
07200-	00138	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	\$61.00
07200-	00139	Temporary Handicap Parking Space with Symbol	1	EA	\$180.00
07200-	00140	Temporary Reflective Pavement Markers	1	EA	\$5.50
<b>07300-</b>	<b>00100</b>	<b>Thermoplastic Marking</b>			
07300-	00101	Thermoplastic 4" Solid Stripe, White or Yellow	1	LF	\$0.78
07300-	00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow	1	LF	\$0.78
07300-	00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow	1	LF	\$1.20
07300-	00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow	1	LF	\$1.20
07300-	00105	Thermoplastic 4" Double Solid Stripe, White or Yellow	1	LF	\$1.55
07300-	00106	Thermoplastic 6" Solid Stripe, White or Yellow	1	LF	\$0.93
07300-	00107	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow	1	LF	\$0.93
07300-	00108	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow	1	LF	\$1.39
07300-	00109	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow	1	LF	\$1.39
07300-	00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	1	LF	\$1.85
07300-	00111	Thermoplastic 8" White Solid Stripe	1	LF	\$3.10
07300-	00112	Thermoplastic 12" White Solid Stripe	1	LF	\$4.10
07300-	00113	Thermoplastic 18" White or Yellow Solid Stripe	1	LF	\$5.65
07300-	00114	Thermoplastic 24" White or Yellow Solid Stripe	1	LF	\$7.20
07300-	00115	Thermoplastic White Pedestrian Crosswalk	1	LF	\$24.00
07300-	00116	Thermoplastic White High Intensity Pedestrian Crosswalk	1	LF	\$25.90
07300-	00117	Thermoplastic Stop Bar	1	LF	\$7.08
07300-	00118	Thermoplastic "R X R" Pavement Message	1	EA	\$200.00
07300-	00119	Thermoplastic "SCHOOL" Pavement Message	1	EA	\$125.00
07300-	00120	Thermoplastic "STOP" Pavement Message	1	EA	\$115.00
07300-	00121	Thermoplastic "YIELD" Pavement Message	1	EA	\$125.00
07300-	00122	Thermoplastic "TURN" Pavement Message	1	EA	\$115.00
07300-	00123	Thermoplastic Preferential Lane Marking "Diamond"	1	EA	\$95.00
07300-	00124	Thermoplastic "LANE" Pavement Message	1	EA	\$115.00
07300-	00125	Thermoplastic "LEFT" Pavement Message	1	EA	\$115.00
07300-	00126	Thermoplastic "RIGHT" Pavement Message	1	EA	\$125.00
07300-	00127	Thermoplastic "MERGE" Pavement Message	1	EA	\$125.00
07300-	00128	Thermoplastic "ONLY" Pavement Message	1	EA	\$125.00
07300-	00129	Thermoplastic "PED XING" Pavement Message	1	EA	\$145.00
07300-	00130	Thermoplastic "BUMP" Pavement Message	1	EA	\$115.00
07300-	00131	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	1	EA	\$68.00
07300-	00132	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	1	EA	\$75.00
07300-	00133	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	1	EA	\$95.00
07300-	00134	Thermoplastic 4-12" Strips Equally Spaced	1	EA	\$185.00
07300-	00135	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	1	EA	\$290.00
07300-	00136	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	1	EA	\$140.00

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07300-	00137	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	1	LF	\$36.00
07300-	00138	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	1	LF	\$47.00
07300-	00139	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	1	EA	\$200.00
07300-	00140	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	1	EA	\$425.00
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	1	EA	\$475.00
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	1	EA	\$425.00
07300-	00143	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	1	EA	\$425.00
07300-	00144	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	1	EA	\$490.00
07300-	00145	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	1	EA	\$490.00
07300-	00146	Thermoplastic Handicap Parking Space with Symbol	1	EA	\$470.00
07300-	00147	Reflective Pavement Markers	1	EA	\$5.55
07300-	00148	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	1	EA	\$400.00
07300-	00149	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	1	EA	\$400.00
<b>07400-</b>	<b>00100</b>	<b>Signing</b>			
07400-	00101	Relocate Traffic Signs	1	EA	\$37.00
07400-	00102	Stop Sign, R1-1	1	EA	\$215.00
07400-	00103	One Way Sign, R6-1L	1	EA	\$200.00
07400-	00104	One Way Sign, R6-1R	1	EA	\$200.00
07400-	00105	Do Not Enter Sign, R5-1	1	EA	\$200.00
07400-	00106	Handicap Parking Sign, R7-8	1	EA	\$200.00
07400-	00107	Yield Sign, R1-2	1	EA	\$200.00
07400-	00108	Bike Lane Ahead Sign, R3-16	1	EA	\$200.00
07400-	00109	Bike Lane Ends Sign, R3-16a	1	EA	\$200.00
07400-	00110	Keep Right Sign, R4-7	1	EA	\$210.00
07400-	00111	Black on Orange Warning Sign	1	EA	\$210.00
07400-	00112	Regulatory Sign Black on White Metal Sign	1	EA	\$200.00
<b>07500-</b>	<b>00100</b>	<b>Signal</b>			
07500-	00101	Timing Implementation	1	LS	\$550.00
07500-	00102	Conduit, Underground	1	LF	\$9.00
07500-	00103	Conduit, Under Pavement	1	LF	\$19.00
07500-	00104	Conduit, Underground, Jacked	1	LF	\$19.00
07500-	00105	Cable, Signal	1	PI	\$3,500.00
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	1	LF	\$5.00
07500-	00107	Pull Box or Junction Box, Fiber Optic	1	EA	\$650.00
07500-	00108	Junction Box	1	EA	\$500.00
07500-	00109	Loop Assembly, Type A	1	AS	\$650.00
07500-	00110	Loop Assembly, Type B	1	AS	\$650.00
07500-	00111	Loop Assembly, Type C	1	AS	\$650.00
07500-	00112	Loop Assembly, Type D	1	AS	\$725.00
07500-	00113	Loop Assembly, Type E	1	AS	\$1,000.00
07500-	00114	Loop Assembly, Type F	1	AS	\$1,100.00
07500-	00115	Loop Assembly, Type G	1	AS	\$1,200.00
<b>07600-</b>	<b>00100</b>	<b>Work Zone Safety</b>			
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	\$1,000.00
07600-	00102	On-site Law Enforcement Officer w/ Vehicle for Traffic Control	1	HR	\$50.00
07600-	00103	Night or Weekend Work	1	Day	\$2,000.00
07600-	00104	Variable Message Sign	1	EA/Day	\$25.25
07600-	00105	Flag Man	1	EA/Day	\$235.00
07600-	00106	Black on Orange Warning Sign	1	EA/Day	\$0.50
07600-	00107	Regulatory Sign Black on White Metal Sign	1	EA/Day	\$0.50
07600-	00108	R1-1 Stop Metal Sign	1	EA/Day	\$0.50
07600-	00109	28" or Larger Reflective Striped Cone	1	EA/Day	\$0.35

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07600-	00110	28" or Larger Reflective Striped Tubular Marker	1	EA/Day	\$0.35
07600-	00111	24" X 8" Vertical Panel	1	EA/Day	\$0.35
07600-	00112	36" Reflective Barrel / Drum	1	EA/Day	\$0.30
07600-	00113	Type I Barricade	1	EA/Day	\$0.30
07600-	00114	Type II Barricade	1	EA/Day	\$0.30
07600-	00115	Type III Barricade	1	EA/Day	\$0.50
07600-	00116	Type A Low Intensity Flashing Lights	1	EA/Day	\$0.29
07600-	00117	Type B High Intensity Flashing Lights	1	EA/Day	\$0.70
07600-	00118	Type C Steady Burn Lights	1	EA/Day	\$0.29
07600-	00119	24" X 24" Orange Sign Mounted Flag	1	EA/Day	\$0.29
07300-	00120	Concrete Lane Dividers (Barrier Walls)	1	EA/Day	\$25.00
<b>07700-00100 Pedestrian Safety</b>					
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	1	LF	\$110.00
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	1	LF	\$120.00
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	1	LF	\$75.00
07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	1	LF	\$80.00
<b>07800-00100 Vehicular Safety</b>					
07800-	00101	Steel Post for Guardrail, FDOT Index 400	1	EA	\$250.00
07800-	00102	Wood Post for Guardrail, FDOT Index 400	1	EA	\$240.00
07800-	00103	W-Beam Guardrail, FDOT Index 400	1	LF	\$48.00
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	1	LF	\$50.00
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	\$48.00
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	1	LF	\$62.00
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	\$47.00
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	1	LF	\$67.00
07800-	00109	End Anchorage Assembly, FDOT Index 400	1	EA	\$3,000.00
07800-	00110	Remove Existing Guardrail	1	LF	\$7.00
<b>07900-00100 Maintenance of Traffic</b>					
07900-	00101	MOT (for contracts up to \$50,000)		LS	\$2,000.00
07900-	00102	MOT (for contracts \$50,000 to \$100,000)		LS	\$5,000.00
07900-	00103	MOT (for contracts \$100,000 to \$150,000)		LS	\$6,000.00
07900-	00104	MOT (for contracts \$150,000 to \$200,000)		LS	\$7,000.00
07900-	00105	MOT (for contracts \$200,000 to \$250,000)		LS	\$9,000.00
07900-	00106	MOT (for contracts \$250,000 to \$300,000)		LS	\$11,000.00
07900-	00107	MOT (for contracts \$300,000 to \$350,000)		LS	\$13,000.00
<b>08000-Concrete</b>					
<b>08100-00100 Curb and Gutter</b>					
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	1	LF	\$14.00
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	1	LF	\$13.00
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	1	LF	\$14.00
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	1	LF	\$14.00
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	1	LF	\$15.00
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	1	LF	\$15.00
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	\$14.50
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	1	LF	\$14.50
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	1	LF	\$14.50
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	1	LF	\$13.50
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	1	LF	\$22.00
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	1	LF	\$21.50
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	1	LF	\$16.50
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	1	LF	\$16.50
08100-	00115	Concrete Bumper Guards, FDOT index 300	1	EA	\$70.00
08100-	00116	Header Curb, Per County Detail, less than 500lf	1	LF	\$13.50
08100-	00117	Header Curb, Per County Detail, over 500lf	1	LF	\$13.50
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf	1	LF	\$12.00
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	1	LF	\$11.50
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	1	LF	\$14.50
08100-	00121	County Type B Curb, Per County Detail, over 500lf	1	LF	\$14.00
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf	1	LF	\$14.00
08100-	00123	County Roll Type Curb, Per County Detail, over 500lf	1	LF	\$14.00
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail	1	SY	\$49.00
<b>08200-00100 Driveway</b>					

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08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	\$35.00
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	\$33.00
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	1	SY	\$37.50
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	1	SY	\$37.50
08200-	00105	6" Steel Reinforced Concrete Driveway, less than 100sy	1	SY	\$41.00
08200-	00106	6" Steel Reinforced Concrete Driveway, over 100sy	1	SY	\$41.00
08200-	00107	4" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	1	SY	\$45.00
08200-	00108	6" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	1	SY	\$52.00
<b>08300-</b>	<b>00100</b>	<b>Sidewalk</b>			
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$15.50
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$15.50
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$19.00
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$19.00
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	1	LF	\$23.00
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	1	LF	\$23.00
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	1	LF	\$31.50
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	1	LF	\$31.50
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	1	LF	\$43.50
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	1	LF	\$43.50
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	1	EA	\$750.00
08300-	00112	Detectable Handicap Warning Mat, FDOT Index 304	1	SF	\$45.00
<b>08400-</b>	<b>00100</b>	<b>Drainage</b>			
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	1	SY	\$38.50
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	1	SY	\$38.50
08400-	00103	Fiber Reinforced Concrete Flume	1	SY	\$54.00
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	1	EA	\$950.00
08400-	00105	Welded Wire Mesh for Concrete Reinforcement	1	SY	\$2.50
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	1	EA	\$40.00
08400-	00107	Baffles for Concrete Ditch (per County Detail)	1	EA	\$75.00
08400-	00108	Tied Concrete Block Material, Per County Spec 3310	1	SY	\$80.00
<b>08500-</b>	<b>00100</b>	<b>Removal</b>			
08500-	00101	Saw cut Existing Concrete	1	LF	\$2.25
08500-	00102	Remove Concrete Swale	1	SY	\$4.75
08500-	00103	Remove Existing Concrete, 4" thick	1	SY	\$5.00
08500-	00104	Remove Existing Concrete, 6" thick	1	SY	\$5.00
08500-	00105	Remove Existing Concrete	1	CY	\$15.00
08500-	00106	Remove Curb	1	LF	\$15.00
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter	1	LF	\$18.50
<b>08600-</b>	<b>00100</b>	<b>Misc Concrete</b>			
08600-	00101	Misc. Concrete	1	CY	\$350.00
08600-	00102	Install # 3 Rebar (0.375")	1	LF	\$1.00
08600-	00103	Install # 4 Rebar (0.500")	1	LF	\$1.00
08600-	00104	Install # 5 Rebar (0.625")	1	LF	\$1.50
08600-	00105	Flowable fill, less than 20cy	1	CY	\$200.00
08600-	00106	Flowable fill, over 20cy	1	CY	\$200.00
08600-	00107	Brick Pavers	1	SY	\$85.00
08600-	00108	Concrete Pavers, Permeable	1	SY	\$90.00
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	1	CY	\$1,500.00
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	1	CY	\$1,400.00
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	1	SY	\$90.00
08600-	00112	Concrete Header (Landscape curb around planted areas)	1	LF	\$20.00
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	1	SY	\$90.00
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	1	SY	\$90.00
08600-	00115	Apply Colorant and Sealer to Stamped Concrete	1	PINT	\$200.00
08600-	00116	Crack and Reseat Existing Concrete Paving	1	SY	\$30.00
08600-	00117	6" Pervious Concrete, including 8" base and 12" subgrade	1	SY	\$90.00

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<b>09000-</b>	<b>Drainage</b>				
<b>09100-</b>	<b>Inlets and Manholes</b>				
<b>09100-00100</b>		<b>Inlet Top and Bottom, FDOT Index 200 Series</b>			
09100-00101		Ditch Bottom Inlet, Type A, 0'-6' depth	1	EA	\$2,400.00
09100-00102		Ditch Bottom Inlet, Type A, 6'-12' depth	1	EA	\$3,200.00
09100-00103		Ditch Bottom Inlet, Type B, 0'-6' depth	1	EA	\$3,300.00
09100-00104		Ditch Bottom Inlet, Type B, 6'-12' depth	1	EA	\$4,100.00
09100-00105		Ditch Bottom Inlet, Type C, 0'-6' depth	1	EA	\$2,000.00
09100-00106		Ditch Bottom Inlet, Type C, 6'-12' depth	1	EA	\$2,500.00
09100-00107		Ditch Bottom Inlet, Type D, 0'-6' depth	1	EA	\$2,500.00
09100-00108		Ditch Bottom Inlet, Type D, 6'-12' depth	1	EA	\$3,700.00
09100-00109		Ditch Bottom Inlet, Type E, 0'-6' depth	1	EA	\$3,100.00
09100-00110		Ditch Bottom Inlet, Type E, 6'-12' depth	1	EA	\$4,000.00
09100-00111		Ditch Bottom Inlet, Type F, 0'-6' depth	1	EA	\$2,900.00
09100-00112		Ditch Bottom Inlet, Type F, 6'-12' depth	1	EA	\$3,800.00
09100-00113		Ditch Bottom Inlet, Type G, 0'-6' depth	1	EA	\$4,800.00
09100-00114		Ditch Bottom Inlet, Type G, 6'-12' depth	1	EA	\$5,500.00
09100-00115		Ditch Bottom Inlet, Type H, 0'-6' depth	1	EA	\$3,800.00
09100-00116		Ditch Bottom Inlet, Type H, 6'-12' depth	1	EA	\$4,700.00
09100-00117		Ditch Bottom Inlet, Type J, 0'-6' depth	1	EA	\$3,300.00
09100-00118		Ditch Bottom Inlet, Type J, 6'-12' depth	1	EA	\$3,900.00
09100-00119		Ditch Bottom Inlet, Type K, 0'-6' depth	1	EA	\$6,500.00
09100-00120		Ditch Bottom Inlet, Type K, 6'-12' depth	1	EA	\$8,000.00
<b>09100-00200</b>		<b>Inlet Top, FDOT Index 200 Series</b>			
09100-00201		Curb Inlet Top, Type 1	1	EA	\$3,000.00
09100-00202		Curb Inlet Top, Type 2	1	EA	\$3,000.00
09100-00203		Curb Inlet Top, Type 3	1	EA	\$3,000.00
09100-00204		Curb Inlet Top, Type 4	1	EA	\$3,100.00
09100-00205		Curb Inlet Top, Type 5	1	EA	\$3,100.00
09100-00206		Curb Inlet Top, Type 6	1	EA	\$3,100.00
09100-00207		Curb Inlet Top, Type 7	1	EA	\$3,500.00
09100-00208		Curb Inlet Top, Type 8	1	EA	\$3,700.00
09100-00209		Curb Inlet Top, Type 9	1	EA	\$3,000.00
09100-00210		Curb Inlet Top, Type 10	1	EA	\$3,000.00
00000-00211		Ditch Bottom Inlet Top, Type A	1	EA	\$2,100.00
09100-00212		Ditch Bottom Inlet Top, Type B	1	EA	\$2,100.00
09100-00213		Ditch Bottom Inlet Top, Type C	1	EA	\$2,100.00
09100-00214		Ditch Bottom Inlet Top, Type D	1	EA	\$2,100.00
09100-00215		Ditch Bottom Inlet Top, Type E	1	EA	\$2,200.00
09100-00216		Ditch Bottom Inlet Top, Type F	1	EA	\$2,500.00
09100-00217		Ditch Bottom Inlet Top, Type G	1	EA	\$2,700.00
09100-00218		Ditch Bottom Inlet Top, Type H	1	EA	\$4,000.00
09100-00219		Ditch Bottom Inlet Top, Type J	1	EA	\$4,000.00
09100-00220		Ditch Bottom Inlet Top, Type K	1	EA	\$4,000.00
09100-00221		Gutter Inlet Top, Type S	1	EA	\$3,000.00
09100-00222		Gutter Inlet Top, Type V	1	EA	\$3,000.00
<b>09100-00300</b>		<b>Inlet Top with Single Traversable Slot, FDOT Index 200 Series</b>			
09100-00301		Ditch Bottom Inlet Top with Single Traversable Slot, Type B	1	EA	\$2,000.00
09100-00302		Ditch Bottom Inlet Top with Single Traversable Slot, Type C	1	EA	\$2,000.00
09100-00303		Ditch Bottom Inlet Top with Single Traversable Slot, Type D	1	EA	\$2,000.00
09100-00304		Ditch Bottom Inlet Top with Single Traversable Slot, Type E	1	EA	\$2,000.00
09100-00305		Ditch Bottom Inlet Top with Single Traversable Slot, Type H	1	EA	\$2,000.00
<b>09100-00400</b>		<b>Inlet Top with Double Traversable Slot, FDOT Index 200 Series</b>			
09100-00401		Ditch Bottom Inlet Top with Double Traversable Slot, Type B	1	EA	\$2,500.00
09100-00402		Ditch Bottom Inlet Top with Double Traversable Slot, Type C	1	EA	\$2,500.00
09100-00403		Ditch Bottom Inlet Top with Double Traversable Slot, Type D	1	EA	\$2,500.00
09100-00404		Ditch Bottom Inlet Top with Double Traversable Slot, Type E	1	EA	\$2,500.00
09100-00405		Ditch Bottom Inlet Top with Double Traversable Slot, Type H	1	EA	\$2,500.00
<b>09100-00500</b>		<b>Closed Flume Inlet, FDOT Index 200 Series</b>			
09100-00501		Single Barrel Flume	1	EA	\$2,000.00
09100-00502		Double Barrel Flume	1	EA	\$2,000.00
09100-00503		Triple Barrel Flume	1	EA	4000.00
09100-00504		Quadruple Barrel Flume	1	EA	\$6,000.00

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<b>09100-</b>	<b>00600</b>	<b>County Inlets</b>			
09100-	00601	Type A Curb Inlet, 0-6' depth	1	EA	\$3,400.00
09100-	00602	Type A Curb Inlet, 6-12' depth	1	EA	\$3,400.00
09100-	00603	Modified Type A Curb Inlet, 0-6' depth	1	EA	\$3,400.00
09100-	00604	Modified Type A Curb Inlet, 6-12' depth	1	EA	\$3,800.00
09100-	00605	Type A-1 Curb Inlet, 0-6' depth	1	EA	\$3,600.00
09100-	00606	Type A-1 Curb Inlet, 6-12' depth	1	EA	\$4,000.00
09100-	00607	Type Double A Curb Inlet, 0-6' depth	1	EA	\$5,000.00
09100-	00608	Type Double A Curb Inlet, 6-12' depth	1	EA	\$5,000.00
09100-	00609	8" X 12" X 12" Yard Drain (per County Detail)	1	EA	\$1,200.00
09100-	00610	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,300.00
09100-	00611	12" X 12" X 12" Yard Drain (per County Detail)	1	EA	\$1,300.00
09100-	00612	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,300.00
09100-	00613	12" X 15" X 15" Yard Drain (per County Detail)	1	EA	\$1,300.00
09100-	00614	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	1	EA	\$1,500.00
09100-	00615	Clean Out For Underdrain, Paved Surface	1	EA	\$700.00
09100-	00616	Clean Out For Underdrain, Unpaved Surface	1	EA	\$700.00
<b>09100-</b>	<b>00700</b>	<b>Inlet Bottom</b>			
09100-	00701	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,200.00
09100-	00702	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,700.00
09100-	00703	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$1,900.00
09100-	00704	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,300.00
09100-	00705	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,800.00
09100-	00706	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,900.00
09100-	00707	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,800.00
09100-	00708	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$5,200.00
09100-	00709	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,000.00
09100-	00710	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$6,300.00
09100-	00711	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$4,300.00
09100-	00712	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$6,400.00
09100-	00713	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,200.00
09100-	00714	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,300.00
09100-	00715	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,500.00
09100-	00716	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,500.00
09100-	00717	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,500.00
09100-	00718	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,500.00
09100-	00719	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,500.00
09100-	00720	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$8,000.00
09100-	00721	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,500.00
09100-	00722	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,500.00
09100-	00723	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,000.00
09100-	00724	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$10,500.00
09100-	00725	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$6,500.00
09100-	00726	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$9,500.00
09100-	00727	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,500.00
09100-	00728	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$10,500.00
09100-	00729	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,500.00
09100-	00730	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$11,500.00
09100-	00731	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,500.00
09100-	00732	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$12,000.00
09100-	00733	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$7,700.00
09100-	00734	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$13,000.00
09100-	00735	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,200.00
09100-	00736	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$2,500.00
09100-	00737	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,500.00
09100-	00738	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,400.00
09100-	00739	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$2,800.00
09100-	00740	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$3,800.00
09100-	00741	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$3,200.00
09100-	00742	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$4,800.00
09100-	00743	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	1	EA	\$5,300.00
09100-	00744	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	1	EA	\$7,300.00
<b>09100-</b>	<b>00800</b>	<b>Manholes</b>			
09100-	00801	Storm Manhole, 0-6ft depth	1	EA	\$2,000.00

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09100-	00802	Storm Manhole, 6-12ft depth	1	EA	\$2,500.00
09100-	00803	Junction Box, 0-6ft depth	1	EA	\$2,200.00
09100-	00804	Junction Box, 6-12ft depth	1	EA	\$2,500.00
09100-	00805	Dog House Manhole, 0-6ft depth	1	EA	\$2,500.00
09100-	00806	Dog House Manhole, 6-12ft depth	1	EA	\$4,000.00
09100-	00807	Trench Grate (24" Wide X 12" deep includes grate lid)	1	LF	\$500.00
<b>09100-</b>	<b>00900</b>	<b>Inlet Adjustments and Modifications</b>			
09100-	00901	Remove Inlet Top	1	EA	\$450.00
09100-	00902	Remove Inlet Throat	1	EA	\$400.00
09100-	00903	Pour Inlet Throat	1	EA	\$950.00
09100-	00904	Reconstruct Inlet Wall	1	CY	\$1,000.00
09100-	00905	Remove Ditch Bottom Inlet (including top and bottom)	1	EA	\$400.00
09100-	00906	Remove Curb Inlet (including top and bottom)	1	EA	\$525.00
09100-	00907	Remove and Replace County Type A Inlet Top	1	EA	\$2,500.00
09100-	00908	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$650.00
09100-	00909	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	1	EA	\$2,500.00
09100-	00910	Connect to Existing Inlet	1	EA	\$750.00
09100-	00911	Expansion Joint and Filler	1	LF	\$7.00
09100-	00912	Tie to Existing Inlets, Pipe, Manhole	1	EA	\$1,000.00
09100-	00913	Modify Grate Top Inlet to Pedestrian Grate Top	1	EA	\$2,000.00
<b>09200-</b>	<b>Stormwater Pipe</b>				
<b>09200-</b>	<b>00100</b>	<b>(HDPE) High Density Polyethylene Pipe, Single Wall</b>			
09200-	00101	4" HDPE SW Pipe	1	LF	\$14.00
09200-	00102	6" HDPE SW Pipe	1	LF	\$15.00
09200-	00103	8" HDPE SW Pipe	1	LF	\$17.00
09200-	00104	12" HDPE SW Pipe	1	LF	\$21.00
09200-	00105	15" HDPE SW Pipe	1	LF	\$28.00
09200-	00106	18" HDPE SW Pipe	1	LF	\$30.00
09200-	00107	24" HDPE SW Pipe	1	LF	\$40.00
<b>09200-</b>	<b>00200</b>	<b>(HDPE) High Density Polyethylene Pipe, Double Wall</b>			
09200-	00201	6" HDPE DW Pipe, 0'-6' depth	1	LF	\$16.00
09200-	00202	6" HDPE DW Pipe, 6'-12' depth	1	LF	\$19.00
09200-	00203	8" HDPE DW Pipe, 0'-6' depth	1	LF	\$19.50
09200-	00204	8" HDPE DW Pipe, 6'-12' depth	1	LF	\$25.00
09200-	00205	12" HDPE DW Pipe, 0'-6' depth	1	LF	\$21.90
09200-	00206	12" HDPE DW Pipe, 6'-12' depth	1	LF	\$30.00
09200-	00207	15" HDPE DW Pipe, 0'-6' depth	1	LF	\$28.00
09200-	00208	15" HDPE DW Pipe, 6'-12' depth	1	LF	\$34.00
09200-	00209	18" HDPE DW Pipe, 0'-6' depth	1	LF	\$29.50
09200-	00210	18" HDPE DW Pipe, 6'-12' depth	1	LF	\$36.00
09200-	00211	24" HDPE DW Pipe, 0'-6' depth	1	LF	\$38.00
09200-	00212	24" HDPE DW Pipe, 6'-12' depth	1	LF	\$44.00
09200-	00213	30" HDPE DW Pipe, 0'-6' depth	1	LF	\$47.00
09200-	00214	30" HDPE DW Pipe, 6'-12' depth	1	LF	\$56.00
09200-	00215	36" HDPE DW Pipe, 0'-6' depth	1	LF	\$60.00
09200-	00216	36" HDPE DW Pipe, 6'-12' depth	1	LF	\$71.00
09200-	00217	42" HDPE DW Pipe, 0'-6' depth	1	LF	\$79.00
09200-	00218	42" HDPE DW Pipe, 6'-12' depth	1	LF	\$93.00
09200-	00219	48" HDPE DW Pipe, 0'-6' depth	1	LF	\$93.00
09200-	00220	48" HDPE DW Pipe, 6'-12' depth	1	LF	\$114.00
<b>09200-</b>	<b>00300</b>	<b>(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe</b>			
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$25.00
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$28.00
09200-	00303	15" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$29.00
09200-	00304	15" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$33.00
09200-	00305	18" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$34.00
09200-	00306	18" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$34.00
09200-	00307	24" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$42.00
09200-	00308	24" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$44.00
09200-	00309	30" HP DW HDPE Pipe, 0'-6' depth	1	LF	\$56.00
09200-	00310	30" HP DW HDPE Pipe, 6'-12' depth	1	LF	\$65.00

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<b>09200-</b>	<b>00400</b>	<b>(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe</b>			
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth	1	LF	\$71.50
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth	1	LF	\$80.00
09200-	00403	48" HP TW HDPE Pipe, 0'-6' depth	1	LF	\$134.00
09200-	00404	48" HP TW HDPE Pipe, 6'-12' depth	1	LF	\$151.00
<b>09200-</b>	<b>00500</b>	<b>(CPVC) Corrugated Polyvinyl Chloride Pipe</b>			
09200-	00501	12" CPVC Pipe, 0'-6' depth	1	LF	\$24.00
09200-	00502	12" CPVC Pipe, 6'-12' depth	1	LF	\$31.00
09200-	00503	15" CPVC Pipe, 0'-6' depth	1	LF	\$28.50
09200-	00504	15" CPVC Pipe, 6'-12' depth	1	LF	\$30.00
09200-	00505	18" CPVC Pipe, 0'-6' depth	1	LF	\$33.00
09200-	00506	18" CPVC Pipe, 6'-12' depth	1	LF	\$36.00
09200-	00507	24" CPVC Pipe, 0'-6' depth	1	LF	\$45.00
09200-	00508	24" CPVC Pipe, 6'-12' depth	1	LF	\$46.00
09200-	00509	30" CPVC Pipe, 0'-6' depth	1	LF	\$60.00
09200-	00510	30" CPVC Pipe, 6'-12' depth	1	LF	\$69.00
09200-	00511	36" CPVC Pipe, 0'-6' depth	1	LF	\$78.00
09200-	00512	36" CPVC Pipe, 6'-12' depth	1	LF	\$90.00
<b>09200-</b>	<b>00600</b>	<b>(PVC) Polyvinyl Chloride Pipe</b>			
09200-	00601	12" PVC Pipe, 0'-6' depth	1	LF	\$27.00
09200-	00602	12" PVC Pipe, 6'-12' depth	1	LF	\$30.00
09200-	00603	15" PVC Pipe, 0'-6' depth	1	LF	\$33.00
09200-	00604	15" PVC Pipe, 6'-12' depth	1	LF	\$36.00
09200-	00605	18" PVC Pipe, 0'-6' depth	1	LF	\$47.00
09200-	00606	18" PVC Pipe, 6'-12' depth	1	LF	\$55.00
09200-	00607	24" PVC Pipe, 0'-6' depth	1	LF	\$67.00
09200-	00608	24" PVC Pipe, 6'-12' depth	1	LF	\$79.00
09200-	00609	30" PVC Pipe, 0'-6' depth	1	LF	\$105.00
09200-	00610	30" PVC Pipe, 6'-12' depth	1	LF	\$128.00
09200-	00611	36" PVC Pipe, 0'-6' depth	1	LF	\$151.00
09200-	00612	36" PVC Pipe, 6'-12' depth	1	LF	\$158.00
<b>09200-</b>	<b>00700</b>	<b>(RCP) Reinforced Concrete Pipe</b>			
09200-	00701	15" RCP Pipe, 0'-6' depth	1	LF	\$31.50
09200-	00702	15" RCP Pipe, 6'-12' depth	1	LF	\$33.50
09200-	00703	18" RCP Pipe, 0'-6' depth	1	LF	\$34.00
09200-	00704	18" RCP Pipe, 6'-12' depth	1	LF	\$37.00
09200-	00705	24" RCP Pipe, 0'-6' depth	1	LF	\$44.00
09200-	00706	24" RCP Pipe, 6'-12' depth	1	LF	\$50.00
09200-	00707	30" RCP Pipe, 0'-6' depth	1	LF	\$58.00
09200-	00708	30" RCP Pipe, 6'-12' depth	1	LF	\$70.00
09200-	00709	36" RCP Pipe, 0'-6' depth	1	LF	\$76.00
09200-	00710	36" RCP Pipe, 6'-12' depth	1	LF	\$90.00
09200-	00711	42" RCP Pipe, 0'-6' depth	1	LF	\$91.00
09200-	00712	42" RCP Pipe, 6'-12' depth	1	LF	\$104.00
09200-	00713	48" RCP Pipe, 0'-6' depth	1	LF	\$110.00
09200-	00714	48" RCP Pipe, 6'-12' depth	1	LF	\$130.00
09200-	00715	54" RCP Pipe, 6'-12' depth	1	LF	\$175.00
09200-	00716	60" RCP Pipe, 7'-12' depth	1	LF	\$200.00
09200-	00717	72" RCP Pipe, 8'-12' depth	1	LF	\$250.00
09200-	00718	84" RCP Pipe, 9'-12' depth	1	LF	\$325.00
<b>09200-</b>	<b>00800</b>	<b>(ERCP) Elliptical Reinforced Concrete Pipe</b>			
09200-	00801	12" X 18" ERCP Pipe, 0'-6' depth	1	LF	\$40.00
09200-	00802	12" X 18" ERCP Pipe, 6'-12' depth	1	LF	\$50.00
09200-	00803	14" X 23" ERCP Pipe, 0'-6' depth	1	LF	\$50.00
09200-	00804	14" X 23" ERCP Pipe, 6'-12' depth	1	LF	\$58.00
09200-	00805	19" X 30" ERCP Pipe, 0'-6' depth	1	LF	\$64.00
09200-	00806	19" X 30" ERCP Pipe, 6'-12' depth	1	LF	\$78.00
09200-	00807	24" X 38" ERCP Pipe, 0'-6' depth	1	LF	\$110.00
09200-	00808	24" X 38" ERCP Pipe, 6'-12' depth	1	LF	\$118.00
09200-	00809	29" X 45" ERCP Pipe, 0'-6' depth	1	LF	\$135.00
09200-	00810	29" X 45" ERCP Pipe, 6'-12' depth	1	LF	\$146.00
09200-	00811	34" X 53" ERCP Pipe, 0'-6' depth	1	LF	\$188.00
09200-	00812	34" X 53" ERCP Pipe, 6'-12' depth	1	LF	\$211.00

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<b>09200-</b>	<b>00900</b>	<b>(CMP) Corrugated Metal Pipe</b>			
09200-	00901	18" CMP Pipe, 0'-6' depth	1	LF	\$35.00
09200-	00902	18" CMP Pipe, 6'-12' depth	1	LF	\$42.00
09200-	00903	24" CMP Pipe, 0'-6' depth	1	LF	\$44.00
09200-	00904	24" CMP Pipe, 6'-12' depth	1	LF	\$53.00
09200-	00905	30" CMP Pipe, 0'-6' depth	1	LF	\$53.50
09200-	00906	30" CMP Pipe, 6'-12' depth	1	LF	\$64.00
09200-	00907	36" CMP Pipe, 0'-6' depth	1	LF	\$63.00
09200-	00908	36" CMP Pipe, 6'-12' depth	1	LF	\$77.00
<b>09200-</b>	<b>01000</b>	<b>(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe</b>			
09200-	01001	6" PSW HDPE Trench Wrap Underdrain	1	LF	\$17.50
09200-	01002	8" PSW HDPE Trench Wrap Underdrain	1	LF	\$20.00
09200-	01003	12" PSW HDPE Trench Wrap Underdrain	1	LF	\$21.50
09200-	01004	15" PSW HDPE Trench Wrap Underdrain	1	LF	\$30.00
09200-	01005	18" PSW HDPE Trench Wrap Underdrain	1	LF	\$35.00
09200-	01006	24" PSW HDPE Trench Wrap Underdrain	1	LF	\$45.00
<b>09200-</b>	<b>01100</b>	<b>(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe</b>			
09200-	01101	6" PDW HDPE Sock Wrap Underdrain	1	LF	\$18.00
09200-	01102	8" PDW HDPE Sock Wrap Underdrain	1	LF	\$21.00
09200-	01103	12" PDW HDPE Sock Wrap Underdrain	1	LF	\$22.00
09200-	01104	15" PDW HDPE Sock Wrap Underdrain	1	LF	\$30.00
09200-	01105	18" PDW HDPE Sock Wrap Underdrain	1	LF	\$35.00
09200-	01106	24" PDW HDPE Sock Wrap Underdrain	1	LF	\$45.00
<b>09300-</b>	<b>Mitered End Sections</b>				
<b>09300-</b>	<b>00100</b>	<b>(RCP) Round Concrete Pipe Cross Drain MES</b>			
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$790.00
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$900.00
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$975.00
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,600.00
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,500.00
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,200.00
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,400.00
<b>09300-</b>	<b>00200</b>	<b>(CMP) Round Corrugated Metal Pipe Cross Drain MES</b>			
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$800.00
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,000.00
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,200.00
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,500.00
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$2,500.00
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,100.00
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	1	EA	\$4,000.00
<b>09300-</b>	<b>00300</b>	<b>(ERCP) Elliptical Concrete Pipe Cross Drain MES</b>			
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$900.00
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,000.00
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,100.00
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,400.00
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,400.00
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$3,900.00
<b>09300-</b>	<b>00400</b>	<b>(RCP) Round Concrete Pipe Side Drain MES</b>			
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$800.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$900.00
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,000.00
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,500.00
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,000.00
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,350.00
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,650.00
<b>09300-</b>	<b>00500</b>	<b>(CMP) Round Corrugated Metal Pipe Side Drain MES</b>			
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$870.00
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$870.00
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$950.00

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09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,800.00
09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,900.00
09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,600.00
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280	1	EA	\$2,900.00
<b>09300-</b>	<b>00600</b>	<b>(ERCP) Elliptical Concrete Pipe Side Drain MES</b>			
09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$750.00
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$950.00
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,200.00
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$1,800.00
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$3,450.00
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	1	EA	\$4,600.00
<b>09400-</b>	<b>00100</b>	<b>Headwall and Energy Dissipator</b>			
09400-	00101	Class I Concrete for Endwalls (steel included)	1	CY	\$1,000.00
09400-	00102	Class II Concrete for Endwalls	1	CY	\$1,100.00
09400-	00103	Reinforcing Steel for Endwalls	1	LB	\$1.90
09400-	00104	Block Headwall, 8"x8"x16"	1	SF	\$40.00
09400-	00105	Sand Bag Headwall, Cross Section Measurement	1	SY	\$300.00
<b>09500-</b>	<b>00100</b>	<b>Misc. and Removal</b>			
09500-	00101	Construct Concrete Collar on Pipe	1	CY	\$305.00
09500-	00102	Excavate and Reinstall Existing Pipe, 6"-24"	1	LF	\$36.00
09500-	00103	Excavate and Reinstall Existing Pipe, 30" and larger	1	LF	\$50.00
09500-	00104	Pipe Removal, 6"-24"	1	LF	\$15.00
09500-	00105	Pipe Removal, 30" and larger	1	LF	\$20.00
09500-	00106	Remove Gravel from Pipe Bed	1	CY	\$25.00
09500-	00107	Remove Miter Ends and Plug Existing Pipe	1	EA	\$500.00
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	1	EA	\$400.00
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	1	EA	\$650.00
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	1	EA	\$250.00
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	1	EA	\$500.00
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	1	EA	\$250.00
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe	1	EA	\$250.00
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	1	CY	\$250.00
<b>10000-</b>	<b>Sewer</b>				
<b>10100-</b>	<b>00100</b>	<b>Gravity</b>			
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth	1	LF	\$16.00
10100-	00102	8" Sewer Line Gravity Fed, 6-12' depth	1	LF	\$25.00
10100-	00103	10" Sewer Line Gravity Fed, 0-6' depth	1	LF	\$16.50
10100-	00104	10" Sewer Line Gravity Fed, 6-12' depth	1	LF	\$25.00
<b>10200-</b>	<b>00100</b>	<b>Force Main</b>			
10200-	00101	6" Sewer Line Force Main, 0-6' depth	1	LF	\$13.50
10200-	00102	6" Sewer Line Force Main, 6-12' depth	1	LF	\$20.00
10200-	00103	8" Sewer Line Force Main, 0-6' depth	1	LF	\$17.00
10200-	00104	8" Sewer Line Force Main, 6-12' depth	1	LF	\$27.00
10200-	00105	10" Sewer Line Force Main, 0-6' depth	1	LF	\$21.00
10200-	00106	10" Sewer Line Force Main, 6-12' depth	1	LF	\$31.00
<b>10300-</b>	<b>00100</b>	<b>Manholes</b>			
10300-	00101	Sewer Manhole, 0-6ft depth	1	EA	\$3,200.00
10300-	00102	Sewer Manhole, 6-12ft depth	1	EA	\$3,800.00
<b>10400-</b>	<b>00100</b>	<b>Services</b>			
10400-	00101	4" Sewer Service Line - Short	1	LF	\$14.00
10400-	00102	4" Sewer Service Line - Long	1	LF	\$14.00
10400-	00103	6" Sewer Service Line - Short	1	LF	\$19.00
10400-	00104	6" Sewer Service Line - Long	1	LF	\$19.00
<b>10500-</b>	<b>00100</b>	<b>Fittings</b>			
10500-	00101	4" Sanitary Sewer Transition Coupling	1	EA	\$250.00
10500-	00102	6" Sanitary Sewer Transition Coupling	1	EA	\$300.00
10500-	00103	8" Sanitary Sewer Transition Coupling	1	EA	\$400.00
10500-	00104	10" Sanitary Sewer Transition Coupling	1	EA	\$450.00
10500-	00105	12" Sanitary Sewer Transition Coupling	1	EA	\$550.00

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10500-	00106	8" Tapping Sleeve w/ Valve	1	EA	\$3,000.00
10500-	00107	8" x 8" x 8" Tee Fitting	1	EA	\$500.00
10500-	00108	6" x 8" x 8" Tee Fitting	1	EA	\$400.00
10500-	00109	8" 90 Elbow	1	EA	\$400.00
<b>10600-</b>	<b>00100</b>	<b>Miscellaneous</b>			
10600-	00101	8" Iron Clean Out	1	EA	\$500.00
10600-	00102	8" Gate Valve w/ Box	1	EA	\$950.00
10600-	00103	Encase Sewer Line	1	LF	\$50.00
<b>11000-</b>	<b>Water</b>				
<b>11100-</b>	<b>00100</b>	<b>Pipe</b>			
11100-	00101	4" PVC Waterline, 0'-6' depth	1	LF	\$10.00
11100-	00102	4" PVC Waterline, 6'-12' depth	1	LF	\$15.00
11100-	00103	6" PVC Waterline, 0'-6' depth	1	LF	\$12.50
11100-	00104	6" PVC Waterline, 6'-12' depth	1	LF	\$25.00
11100-	00105	8" PVC Waterline, 0'-6' depth	1	LF	\$14.00
11100-	00106	8" PVC Waterline, 6'-12' depth	1	LF	\$25.00
11100-	00107	6" Iron Ductile Water Line, 0'-6' depth	1	LF	\$32.00
11100-	00108	6" Iron Ductile Water Line, 6'-12' depth	1	LF	\$35.00
11100-	00109	8" Iron Ductile Water Line, 0'-6' depth	1	LF	\$36.00
11100-	00110	8" Iron Ductile Water Line, 6'-12' depth	1	LF	\$49.00
<b>11200-</b>	<b>00100</b>	<b>Services</b>			
11200-	00101	1" Water Service Line - Short	1	LF	\$15.00
11200-	00102	1" Water Service Line - Long	1	LF	\$14.00
11200-	00103	1.5" Water Service Line - Short	1	LF	\$28.00
11200-	00104	1.5" Water Service Line - Long	1	LF	\$22.00
11200-	00105	2" Water Service Line - Short	1	LF	\$30.00
11200-	00106	2" Water Service Line - Long	1	LF	\$35.00
<b>11300-</b>	<b>00100</b>	<b>Fittings</b>			
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	1	EA	\$2,300.00
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	1	EA	\$2,350.00
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	1	EA	\$2,600.00
11300-	00104	6" Ductile Iron Transition Fitting	1	EA	\$900.00
11300-	00105	8" Ductile Iron Transition Fitting	1	EA	\$900.00
11300-	00106	4" x 4" x 4" Tee Fitting	1	EA	\$275.00
11300-	00107	4" x 6" x 6" Tee Fitting	1	EA	\$300.00
11300-	00108	6" x 6" x 6" Tee Fitting	1	EA	\$400.00
11300-	00109	4" Elbow, 22.5°, 45°, 90°	1	EA	\$250.00
11300-	00110	6" Elbow, 22.5°, 45°, 90°	1	EA	\$250.00
11300-	00111	8" Elbow, 22.5°, 45°, 90°	1	EA	\$300.00
11300-	00112	6" Gate Valve w/ Box	1	EA	\$750.00
11300-	00113	6" Gate Valve	1	EA	\$750.00
11300-	00114	8" Tapping Sleeve w/ Valve	1	EA	\$3,000.00
11300-	00115	8" Gate Valve w/ Box	1	EA	\$1,100.00
11300-	00116	4" Insert-A-Valve	1	EA	\$5,900.00
11300-	00117	6" Insert-A-Valve	1	EA	\$6,500.00
11300-	00118	8" Insert-A-Valve	1	EA	\$8,500.00
<b>11400-</b>	<b>00100</b>	<b>Miscellaneous</b>			
11400-	00101	Adjust Water Meter (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$325.00
11400-	00102	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete collar	1	EA	\$350.00
11400-	00103	Relocate Water Meter	1	EA	\$325.00
11400-	00104	Relocate Water Valve	1	EA	\$750.00
11400-	00105	Relocate Fire Hydrant	1	EA	\$1,900.00
11400-	00106	Re-connect Fire Hydrant	1	EA	\$1,500.00
11400-	00107	Fire Hydrant Assembly (new)	1	EA	\$3,300.00
<b>12000-</b>	<b>Drilling</b>				
<b>12100-</b>	<b>00100</b>	<b>Jack and Bore</b>			
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	1	LF	\$125.00

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12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	1	LF	\$200.00
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	1	LF	\$150.00
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	1	LF	\$225.00
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	1	LF	\$150.00
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	1	LF	\$250.00
12100-	00107	Jack and Bore with Encasement for 2" pipe, 0-6' depth	1	LF	\$150.00
12100-	00108	Jack and Bore with Encasement for 2" pipe, 6-12' depth	1	LF	\$200.00
12100-	00109	Jack and Bore with Encasement for 4" pipe, 0-6' depth	1	LF	\$175.00
12100-	00110	Jack and Bore with Encasement for 4" pipe, 6-12' depth	1	LF	\$210.00
12100-	00111	Jack and Bore with Encasement for 6" pipe, 0-6' depth	1	LF	\$130.00
12100-	00112	Jack and Bore with Encasement for 6" pipe, 6-12' depth	1	LF	\$200.00
12100-	00113	Jack and Bore with Encasement for 8" pipe, 0-6' depth	1	LF	\$175.00
12100-	00114	Jack and Bore with Encasement for 8" pipe, 6-12' depth	1	LF	\$225.00
12100-	00115	Jack and Bore with Encasement for 10" pipe, 0-6' depth	1	LF	\$200.00
12100-	00116	Jack and Bore with Encasement for 10" pipe, 6-12' depth	1	LF	\$275.00
12100-	00117	Jack and Bore with Encasement for 18" pipe, 0-6' depth	1	LF	\$225.00
12100-	00118	Jack and Bore with Encasement for 18" pipe, 6-12' depth	1	LF	\$300.00
12100-	00119	Jack and Bore with Encasement for 24" pipe, 0-6' depth	1	LF	\$250.00
12100-	00120	Jack and Bore with Encasement for 24" pipe, 6-12' depth	1	LF	\$325.00
<b>13000- Stormwater Pollution Prevention</b>					
<b>13100- 00100 Stabilization</b>					
13100-	00101	Centipede Sod, Staked, less than 1000sy	1	SY	\$2.80
13100-	00102	Centipede Sod, Staked, over 1000sy	1	SY	\$2.75
13100-	00103	St Augustine Sod, Staked, less than 1000sy	1	SY	\$5.25
13100-	00104	St Augustine Sod, Staked, over 1000sy	1	SY	\$4.95
13100-	00105	Bermuda Sod, Staked, less than 1000sy	1	SY	\$2.70
13100-	00106	Bermuda Sod, Staked, over 1000sy	1	SY	\$2.70
13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy	1	SY	\$2.75
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	1	SY	\$2.75
13100-	00109	Bermuda, Seeding and Mulch , (15lb Per Acre)	1	LB	\$14.00
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	1	LB	\$14.00
13100-	00111	Centipede, Seeding and Mulch, (15lb Per Acre)	1	LB	\$14.00
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	1	LB	\$7.00
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	1	LB	\$7.00
13100-	00114	Mulch	1	SY	\$0.50
13100-	00115	Mulch, (2 Ton Per Acre)	1	TON	\$500.00
13100-	00116	Seed & Mulch Road & Shoulders	1	SY	\$0.60
13100-	00117	Erosion mat with the seed and mulch included in the mat.	1	SY	\$5.00
<b>13200- 00100 Energy Dissipation</b>					
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	1	SY	\$90.00
13200-	00102	4" Bedding Stone and Geotextile	1	SY	\$12.50
13200-	00103	Rip Rap Rubble	1	TON	\$85.00
13200-	00104	Stone Rip Rap, Class I	1	TON	\$110.00
13200-	00105	Stone Rip Rap, Class II	1	TON	\$130.00
13200-	00106	Stone Rip Rap, Class III	1	TON	\$200.00
13200-	00107	Stone Rip Rap, Class IV	1	TON	\$250.00
13200-	00108	Grout Fill for Rip Rap	1	CY	\$350.00
<b>13300- 00100 Erosion Control</b>					
13300-	00101	Silt Fence Type III, less than 500lf	1	LF	\$2.10
13300-	00102	Silt Fence Type III, over 500lf	1	LF	\$2.00
13300-	00103	Silt Fence Type IV, less than 500lf	1	LF	\$4.50
13300-	00104	Silt Fence Type IV, over 500lf	1	LF	\$4.50
13300-	00105	Staked Turbidity Barrier	1	LF	\$16.00
13300-	00106	Floating Turbidity Barrier	1	LF	\$16.50
13300-	00107	Safety Fence, less than 500lf	1	LF	\$3.25
13300-	00108	Safety Fence, over 500lf	1	LF	\$3.00
13300-	00109	Baled Hay or Straw	1	EA	\$9.00
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$1,400.00

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
13300-	00111	Construct Stabilized Gravel Construction Entrance	1	SY	\$15.00
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	1	EA	\$1,400.00
13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	\$1,000.00
<b>13400-</b>	<b>00100</b>	<b>Removal</b>			
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	1	CY	\$40.00
13400-	00102	Remove Existing Concrete Energy Dissipater	1	EA	\$2,000.00
<b>14000-</b>	<b>Fence</b>				
<b>14100-</b>	<b>00100</b>	<b>Chain Link</b>			
14100-	00101	4' Chain Link Fence	1	LF	\$9.90
14100-	00102	6' Chain Link Fence	1	LF	\$12.90
14100-	00103	4' X 4' Single Chain Link Swing Gate	1	EA	\$350.00
14100-	00104	4' X 6' Single Chain Link Swing Gate	1	EA	\$450.00
14100-	00105	6' X 6' Single Chain Link Swing Gate	1	EA	\$500.00
14100-	00106	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	1	EA	\$525.00
14100-	00107	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	\$700.00
14100-	00108	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	\$800.00
14100-	00109	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	1	EA	\$950.00
14100-	00110	6' X 24' Double Chain Link Cantilever Slide Gate, (2) 12' Gates	1	EA	\$3,600.00
<b>14200-</b>	<b>00100</b>	<b>Wire</b>			
14200-	00101	4' Wire Fence	1	LF	\$10.00
<b>14300-</b>	<b>00100</b>	<b>Wood</b>			
14300-	00101	Wood Split Rail Fence	1	LF	\$11.00
14300-	00102	6' Wood Fence (Non alternating Vertical Boards)	1	LF	\$11.25
14300-	00103	6' Wood Fence (Alternating Vertical Boards)	1	LF	\$13.50
14300-	00104	Single Wood Gate 6' X 4'	1	EA	\$110.00
14300-	00105	Single Wood Gate 6' X 5'	1	EA	\$125.00
14300-	00106	Double Wood Gate 6' X 5'	1	EA	\$200.00
14300-	00107	Double Wood Gate 6' X 14' (two 7' gates w/ metal frame)	1	EA	\$1,050.00
<b>14400-</b>	<b>00100</b>	<b>Removal</b>			
14400-	00101	Remove Existing 6' Wood Fence	1	LF	\$3.00
14400-	00102	Remove Existing Split Rail Fence	1	LF	\$2.00
14400-	00103	Remove Existing Chain Link Fence	1	LF	\$3.00
14400-	00104	Remove Existing Wire Fence	1	LF	\$3.00
<b>14500-</b>	<b>00100</b>	<b>Posts</b>			
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	1	EA	\$60.00
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	1	EA	\$60.00
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	1	EA	\$40.00
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	1	EA	\$80.00
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	1	EA	\$130.00
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	1	EA	\$40.00
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	1	EA	\$60.00
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	1	EA	\$40.00
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	1	EA	\$60.00
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	1	EA	\$90.00
<b>14600-</b>	<b>00100</b>	<b>Retaining Wall</b>			
14600-	00101	Composite Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$400.00
14600-	00102	Steel Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$500.00
14600-	00103	Vinyl Sheet Pile Retaining Wall, Up to 6' High	1	LF	\$300.00
14600-	00104	Decorative 6" Thick Concrete Retaining Wall, Up to 3' High	1	LF	\$300.00
<b>15000-</b>	<b>Irrigation</b>				
<b>15100-</b>	<b>00100</b>	<b>Sprinkler Head</b>			
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$85.00
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	1	EA	\$85.00
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	1	EA	\$85.00

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$85.00
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$90.00
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	1	EA	\$100.00
15100-	00107	Rotor Type Sprinkler Head on Riser	1	EA	\$75.00
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade	1	EA	\$75.00
15100-	00109	4" Spray Type Sprinkler Head	1	EA	\$45.00
15100-	00110	6" Spray Type Sprinkler Head	1	EA	\$60.00
15100-	00111	12" Spray Type Sprinkler Head	1	EA	\$70.00
15100-	00112	Spray Type Sprinkler Head on Riser	1	EA	\$55.00
15100-	00113	Spray Type Sprinkler Head on Riser on Grade	1	EA	\$55.00
<b>15200-</b>	<b>00100</b>	<b>Sprinkler Line</b>			
15200-	00101	Flexible Drip Tubing Installed Below Grade	1	EA	\$12.00
15200-	00102	Flexible Drip Tubing Installed Above Grade	1	EA	\$12.00
15200-	00103	1/2" PVC sprinkler line , less than 150lf	1	LF	\$2.00
15200-	00104	1/2" PVC sprinkler line, over 150lf	1	LF	\$2.00
15200-	00105	3/4" PVC sprinkler line, less than 150lf	1	LF	\$2.00
15200-	00106	3/4" PVC sprinkler line, over 150lf	1	LF	\$2.00
15200-	00107	1" PVC sprinkler line, less than 150lf	1	LF	\$3.00
15200-	00108	1" PVC sprinkler line, over 150lf	1	LF	\$3.00
15200-	00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	1	LF	\$3.35
15200-	00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	1	LF	\$3.25
15200-	00111	2" Schedule 40 PVC sprinkler line, less than 150lf	1	LF	\$3.50
15200-	00112	2" Schedule 40 PVC sprinkler line, over 150lf	1	LF	\$3.50

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
15300-	00100	Fittings and Valves			
15300-	00101	Deep Well Tree Bubbler	1	EA	\$50.00
15300-	00102	Tree Emitter w/ Tree Grate	1	EA	\$100.00
15300-	00103	Multi-Outlet Emitter Installed in a Box	1	EA	\$20.00
15300-	00104	Multi-Outlet Emitter Installed below grade	1	EA	\$20.00
15300-	00105	Single-Outlet Emitter Installed Below Grade	1	EA	\$20.00
15300-	00106	Drip Emitter Tubing Outlet	1	EA	\$20.00
15300-	00107	90 degree PVC Fitting	1	EA	\$10.00
15300-	00108	"T" PVC Fitting	1	EA	\$5.00
15300-	00109	"Cross" PVC Fitting	1	EA	\$10.00
15300-	00110	Flex Pipe	1	EA	\$2.00
15300-	00111	Flex Pipe Nipple	1	EA	\$4.00
15300-	00112	Flex Pipe "T"	1	EA	\$4.00
15300-	00113	Flex Pipe Elbow	1	EA	\$4.00
15300-	00114	Install 4" Conduit for irrigation pipe	1	LF	\$7.00
15300-	00115	Install Electrical Conduit for irrigation System	1	LF	\$7.00
15300-	00116	Multiple Day Pump Timer (Intermatic)	1	EA	\$350.00
15300-	00117	3 zone Switching Box	1	EA	\$180.00
15300-	00118	4 zone Switching Box	1	EA	\$180.00
15300-	00119	1.5 hp Pump	1	EA	\$180.00
15300-	00120	2.0 hp Pump	1	EA	\$650.00
15300-	00121	Solar Powered Solenoid	1	EA	\$800.00
15300-	00122	DC Powered Solenoid	1	EA	\$175.00
15300-	00123	AC Powered Solenoid	1	EA	\$175.00
15300-	00124	Backflow Preventer w/ Enclosure	1	EA	\$175.00
15300-	00125	Pressure Reducing Valves	1	EA	\$700.00
15300-	00126	Pressure Vacuum Breaker w/ Enclosure	1	EA	\$175.00
15300-	00127	Wye Strainer	1	EA	\$500.00
15300-	00128	Shut Off Valve: Gate Valve Type 2" or Smaller	1	EA	\$75.00
15300-	00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	1	EA	\$75.00
15300-	00130	Shut Off Valve: Butterfly Valve Type	1	EA	\$175.00
15300-	00131	Quick Coupler Valve	1	EA	\$300.00
15300-	00132	Angle Valve	1	EA	\$175.00
15300-	00133	Remote Control Valve	1	EA	\$160.00
15300-	00134	Master Control Valve	1	EA	\$150.00
15300-	00135	Automatic Controller (Electric): In Enclosure	1	EA	\$600.00
15300-	00136	Automatic Controller (Electric): Wall Mounted	1	EA	\$600.00
15300-	00137	Automatic Controller (Electric): Pedestal Mounted	1	EA	\$600.00
15300-	00138	Automatic Controller (Solar): In Enclosure	1	EA	\$600.00
15300-	00139	Automatic Controller (Solar): Wall Mounted	1	EA	\$800.00
15300-	00140	Automatic Controller (Solar): Pedestal Mounted	1	EA	\$800.00
15300-	00141	Light Powered Controller	1	EA	\$1,000.00
15300-	00142	Low Voltage Controller Wiring	1	LF	\$5.00
15300-	00143	Valves Boxes	1	EA	\$50.00
15300-	00144	Flush Valve: Manual Type	1	EA	\$75.00
15300-	00145	Flush Valve: Automatic Type	1	EA	\$80.00
15300-	00146	Air / Vacuum Relief Valve	1	EA	\$100.00
15300-	00147	Air Release Valve	1	EA	\$100.00
15300-	00148	Pressure Relief Valve	1	EA	\$125.00
15300-	00149	Pressure Regulator	1	EA	\$150.00
15300-	00150	Drip Remote Control Valve Assembly	1	EA	\$200.00
15300-	00151	Remote Control Valve	1	EA	\$100.00
15300-	00152	Flow Sensors	1	EA	\$250.00
15300-	00153	Rain Sensors	1	EA	\$175.00
15300-	00154	Moisture Sensor	1	EA	\$175.00
15300-	00155	Basket Strainer	1	EA	\$150.00
15300-	00156	Booster Pump	1	EA	\$800.00
15300-	00157	Control Wire Pull Box	1	EA	\$75.00
15300-	00158	Hose Bibs	1	EA	\$50.00
15300-	00159	Thrust Blocks	1	EA	\$50.00
15300-	00160	Stabilizing Rods	1	EA	\$25.00
15300-	00161	Well Drilling 4"per linear foot	1	LF	\$30.00
15300-	00162	Well Drilling 6"per linear foot	1	LF	\$40.00
15300-	00163	Submersible Pumps. 5 hp	1	EA	\$3,500.00
15300-	00164	Submersible Pumps. 7.5 hp	1	EA	\$5,500.00
15300-	00165	Submersible Pumps. 10 hp	1	EA	\$7,500.00

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
<b>16000-</b>	<b>Landscape</b>				
<b>16100-</b>	<b>00100</b>	<b>Wildflowers</b>			
16100-	00101	Lance-leaf Tickseed (Seed Application)	1	AC	\$2,000.00
16100-	00102	Lance-leaf Tickseed (Seed Application)	1	SY	\$3.00
16100-	00103	Thickleaf Phlox (Seed Application)	1	AC	\$2,000.00
16100-	00104	Thickleaf Phlox (Seed Application)	1	SY	\$3.00
<b>16200-</b>	<b>00100</b>	<b>Trees</b>			
16200-	00101	Cypress (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$350.00
16200-	00102	Crape myrtles (minimum 20 Gal container)	1	EA	\$225.00
16200-	00103	Dogwood (minimum 20 Gal container)	1	EA	\$225.00
16200-	00104	Elms (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$275.00
16200-	00105	Live Oaks (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$275.00
16200-	00106	Maple (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$275.00
16200-	00107	River Birch (minimum 12' Overall with 7' Clear Trunk)	1	EA	\$275.00
16200-	00108	Sabal Palm (minimum 12' Overall)	1	EA	\$300.00
16200-	00109	Sago Palm (minimum 10 Gal container)	1	EA	\$225.00
<b>16300-</b>	<b>00100</b>	<b>Shrubs</b>			
16300-	00101	Azaleas, minimum 3 gallon container	1	EA	\$25.00
16300-	00102	Ligustrum, minimum 3 gallon container	1	EA	\$25.00
16300-	00103	Lirope (Minimum 1 gallon)	1	EA	\$25.00
16300-	00104	Lantana (Minimum 1 gallon)	1	EA	\$25.00
16300-	00105	Indian Hawthorn (Minimum 1 gallon)	1	EA	\$20.00
<b>16400-</b>	<b>00100</b>	<b>Mulch</b>			
16400-	00101	Red Cedar Mulch	1	CY	\$100.00
16400-	00102	Tan Mulch	1	CY	\$100.00
16400-	00103	Pine Bark Mulch	1	CY	\$100.00
16400-	00104	Pine straw	1	Bale	\$15.00
<b>16500-</b>	<b>00100</b>	<b>Miscellaneous</b>			
16500-	00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick	1	EA	\$31.00

PD14-15.064 General Paving and Drainage Pricing Agreement					Contractor Name
Valid From October 1, 2016 till September 30, 2017					
Section	Category	Sub-Category	Quantity	Units	Unit Price
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	1	SY	\$230.00
16500-	00103	Cord Grass	1	EA	\$20.00
16500-	00104	Arrow Head	1	EA	\$20.00
16500-	00105	Pickend Weed	1	EA	\$20.00
<b>17000-</b>	<b>Miscellaneous</b>				
17100-	00101	Adjust Existing Gas Valve	1	EA	\$350.00
17100-	00102	Jobsite Board for posting project information, permits, etc.	1	EA	\$1,000.00
17100-	00103	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	\$1,200.00
17100-	00104	Subsurface Utility Exploration (Post Hole Diggers Only), per hole	1	EA	\$300.00
<b>18000-</b>	<b>Natural Disaster Fee (Not to exceed 25% of the contract)</b>				
18100-	00101	Emergency Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	1	Per \$10,000	\$2,500.00

# UTILITY SERVICES CO., INC.

August 12, 2016

Escambia County Engineering Dept

Attn: Liz Bush

Additions to the GPAD for FY 16-17

ITEM	DESCRIPTION	UNIT PRICE	UNIT
06200-00124	4" Limerock Base, FDOT Specification 911, less than 1000sy	\$ 16.46	SY
06200-00125	4" Limerock Base, FDOT Specification 911, over 1000sy	\$ 16.46	SY
06200-00126	6" Limerock Base, FDOT Specification 911, less than 1000sy	\$ 21.56	SY
06200-00127	6" Limerock Base, FDOT Specification 911, over 1000sy	\$ 21.56	SY
06200-00128	8" Limerock Base, FDOT Specification 911, less than 1000sy	\$ 26.67	SY
06200-00129	8" Limerock Base, FDOT Specification 911, over 1000sy	\$ 26.67	SY
06200-00130	10" Limerock Base, FDOT Specification 911, less than 1000sy	\$ 33.86	SY
06200-00131	10" Limerock Base, FDOT Specification 911, over 1000sy	\$ 33.86	SY
06200-00132	12" Limerock Base, FDOT Specification 911, less than 1000sy	\$ 38.96	SY
06200-00133	12" Limerock Base, FDOT Specification 911, over 1000sy	\$ 38.96	SY
06200-00134	4" Crushed Concrete Base, FDOT Specification 911, less than 1000sy	\$ 14.39	SY
06200-00135	4" Crushed Concrete Base, FDOT Specification 911, over 1000sy	\$ 14.39	SY
06200-00136	6" Crushed Concrete Base, FDOT Specification 911, less than 1000sy	\$ 18.46	SY
06200-00137	6" Crushed Concrete Base, FDOT Specification 911, over 1000sy	\$ 18.46	SY
09200-01007	6" Trench Wrap Underdrain System, Per County Detail	\$ 35.46	LF
14600-00101	Composite Sheet Pile Retaining Wall	\$ 24.20	SF
14600-00102	Steel Sheet Pile Retaining Wall	\$ 35.20	SF
14600-00103	Vinyl Sheet Pile Retaining Wall	\$ 22.00	SF
14600-00104	Decorative 6" Thick Concrete Retaining Wall	\$ 24.20	SF

Submitted By:

Charley Radford, Vice President

Utility Service Co., Inc.



Disabilities Act (ADA) standards and guardrails meeting Florida Department of Transportation (FDOT) standards will be installed.

The Florida Department of Environmental Protection (FDEP) considers the construction activity to be located on sovereign submerged lands owned by the Board of Trustees. and requires an easement before any activity can be performed on those lands.

**BUDGETARY IMPACT:**

Funds are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56101/56301, Project #13EN2382.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Sovereignty Submerged Lands Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Upon Board approval, county staff will proceed in compliance with Section 46-139 of the Escambia County code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

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**Attachments**

Easement

Aerial Map

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This Instrument Prepared By  
Tiana D. Brown  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41898  
BOT FILE NO. 170239671  
PA NO. 17-0334426-001-EG

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Escambia County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 52, Township 02 South, Range 30 West, in Jackson Creek, Escambia County, Florida, as is more particularly described and shown on Attachment A, dated November 20, 2015.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from May 23, 2016, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public transportation purposes (public vehicular bridge) only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection General Permit No. 17-0334426-001-EG, dated May 15, 2015, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. **TERMINATION:** The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Escambia County, Florida  
221 Palafox Place  
Pensacola, Florida 32502

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

4. **WARRANTY OF TITLE/GUARANTEED SUITABILITY OF USE OF LAND:** Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. **RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

6. **DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS:** Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

7. **GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY:** This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

8. **RIGHT TO INSPECT:** Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

9. **RESOLUTION OF ANY INEQUITIES:** Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

10. **LIABILITY/INVESTIGATION OF ALL CLAIMS:** The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

11. **ASSIGNMENT OF EASEMENT:** This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

12. **TAXES AND ASSESSMENTS:** The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. **CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES:** Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. **AMENDMENTS/MODIFICATIONS:** This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. **USACE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. **ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS:** No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. **UPLAND RIPARIAN PROPERTY INTEREST:** During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.



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

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Grover C. Robinson, IV, Chairman

\_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

"GRANTEE"

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Grover C. Robinson, IV, as Chairman, for and on behalf of Board of County Commissioners of Escambia County, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

This document approved as to form and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Aug. 24, 2016



**BASKERVILLE-  
DONOVAN, INC.**

OFFICE ADDRESS

449 WEST MAIN STREET  
PENSACOLA, FLORIDA 32502  
PHONE NO. (850) 438-9661  
FAX NO. (850) 433-6761

JOB NO. 25895.03

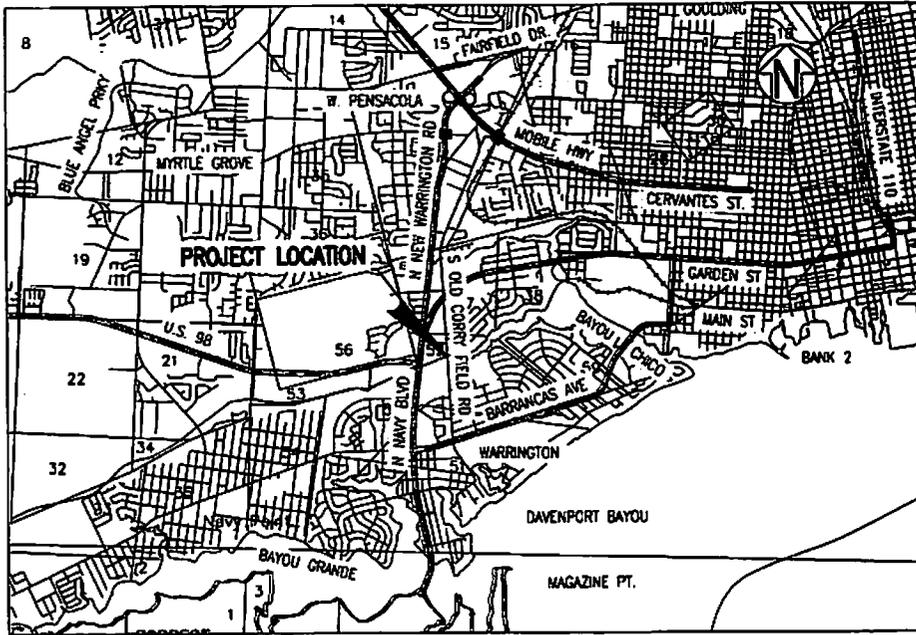
FIELD SURVEY DATE 12/5/14

**SPECIFIC PURPOSE SURVEY**

"THIS IS A FIELD SURVEY"

PREPARED FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION CERTIFIED TO THE BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

VICINITY MAP



NOT TO SCALE

SURVEYOR'S NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON PREVIOUS SURVEYS BY THIS FIRM, THE PLAT OF FIRST ADDITION TO EDGEWATER PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A SPECIFIC PURPOSE SURVEY, PREPARED FOR THE PURPOSE OF DESCRIBING A SUBMERGED LAND EASEMENT.
4. THE 1.44 FOOT SAFE UPLAND ELEVATION (APPROXIMATE ELEVATION OF MHW + 0.5 FEET) SHOWN HEREON IS ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
5. THE STATE PLANE COORDINATES AS SHOWN FOR THE POINT OF BEGINNING IS BASED ON 1983 DATUM (SCALED) N:519491.566, E:1094147.555
6. THE SAFE UPLAND LINE WAS APPROVED AND PROVIDED BY THE BEREAU OF SURVEY AND MAPPING ON 6/3/2015

SURVEYOR'S CERTIFICATE

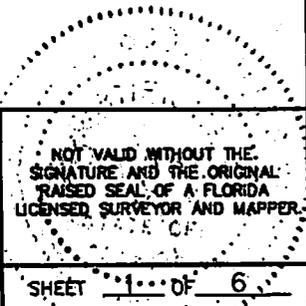
THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FOR: BASKERVILLE-DONOVAN INC.  
CORPORATE NUMBER 0340

BY: Robert S. Mills  
ROBERT SCOTT MILLS, P.L.S.  
FLORIDA REGISTRATION NO. 5509

11/20/15

DATE



SHEET 1 OF 6



**BASKERVILLE-  
DONOVAN, INC.**

OFFICE ADDRESS

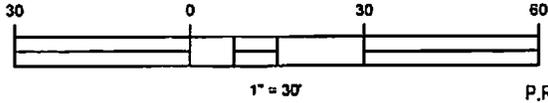
449 WEST MAIN STREET  
PENSACOLA, FLORIDA 32502  
PHONE NO. (850) 438-9661  
FAX NO. (850) 433-6761

JOB NO. 25895.03

FIELD SURVEY DATE 12/5/14

EASEMENT DETAIL

CHASEVILLE STREET



P.R.M. AT THE NW CORNER OF  
LOT 29, BLOCK 1, FIRST ADDITION  
TO EDGEWATER SUBDIVISION

P.O.C.

**LEGEND**

- R/W — RIGHT-OF-WAY
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- P.R.M. — PERMANENT REFERENCE MONUMENT
- S.U.L. — SAFE UPLAND LINE
- EL: — ELEVATION

SOUTH OLD CORRY FIELD ROAD  
(70' R/W)

(REFERENCE BEARING)  
S00°04'31"E 731.83'

SUBMERGED LAND EASEMENT  
6,248 SQUARE FEET (0.143 ACRES)±

P.O.B.  
N:519491.566  
E:1094147.555

PARCEL ID.: 3725301001034001  
ADDRESS: 810 S OLD CORRY FIELD RD  
OWNER: ROGER B NICHOLSON

PARCEL ID.: 5225301000002018  
ADDRESS: 400 OLD CORRY FIELD RD  
OWNER: ESCAMBIA COUNTY

S.U.L. DATE 6/3/2015

JACKSON CREEK

JACKSON CREEK

S.U.L.

PARCEL ID.: 5025301000013001  
ADDRESS: OLD CORRY FIELD RD  
OWNER: ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS

PARCEL ID.: 5025301000000002  
ADDRESS: 700 S OLD CORRY FIELD RD  
OWNER: ESCAMBIA COUNTY

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

SHEET 2 OF 6



**BASKERVILLE-  
DONOVAN, INC.**

**OFFICE ADDRESS**

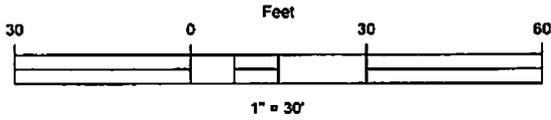
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PHONE NO. (850) 438-9661  
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JOB NO. 25895.03

FIELD SURVEY DATE 12/5/14

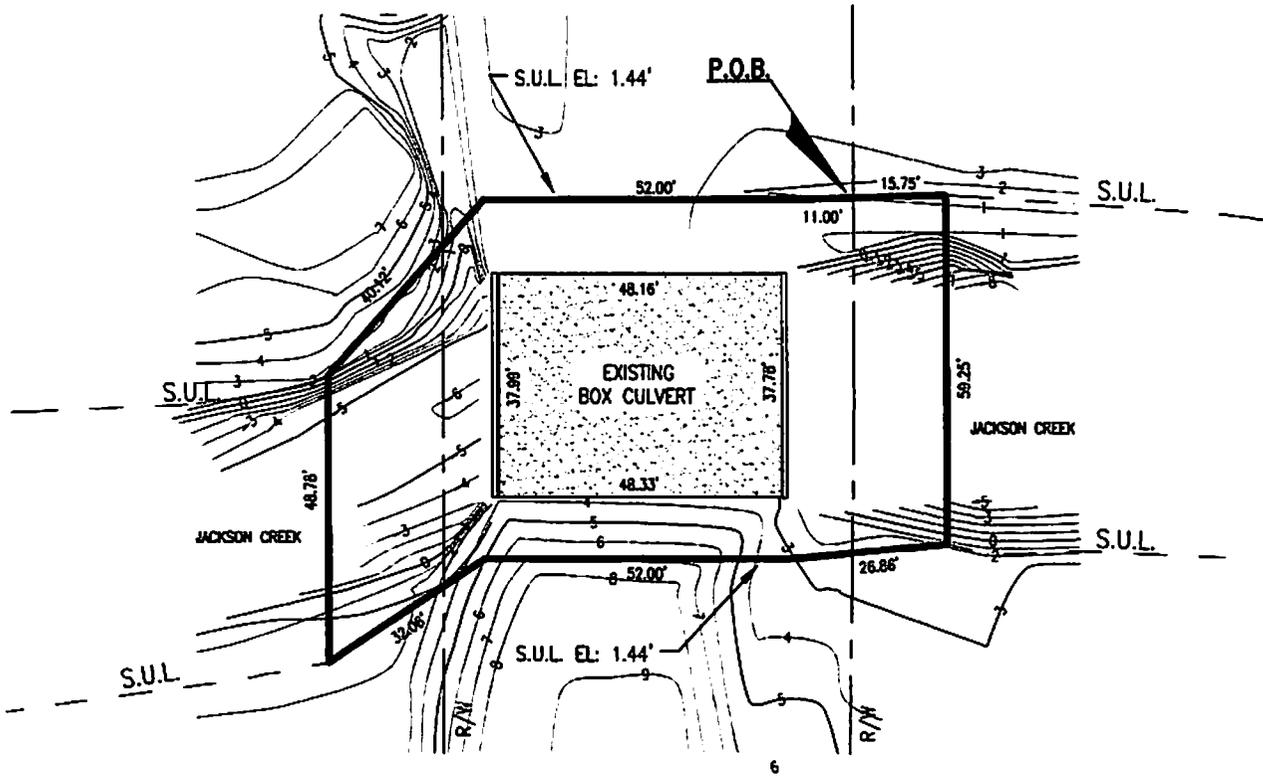


**EXISTING TOPOGRAPHY**



**LEGEND**

- R/W — RIGHT-OF-WAY
- P.O.B. — POINT OF BEGINNING
- 3- — CONTOUR ELEVATION AT 1' INTERVALS
- S.U.L. — SAFE UPLAND LINE



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SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

SHEET 3 OF 6



**BASKERVILLE-  
DONOVAN, INC.**

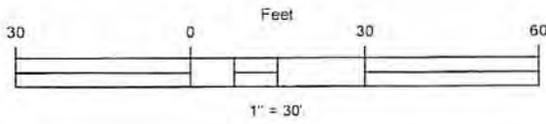
OFFICE ADDRESS

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PENSACOLA, FLORIDA 32502  
PHONE NO. (850) 438-9661  
FAX NO. (850) 433-6761

JOB NO. 25895.03

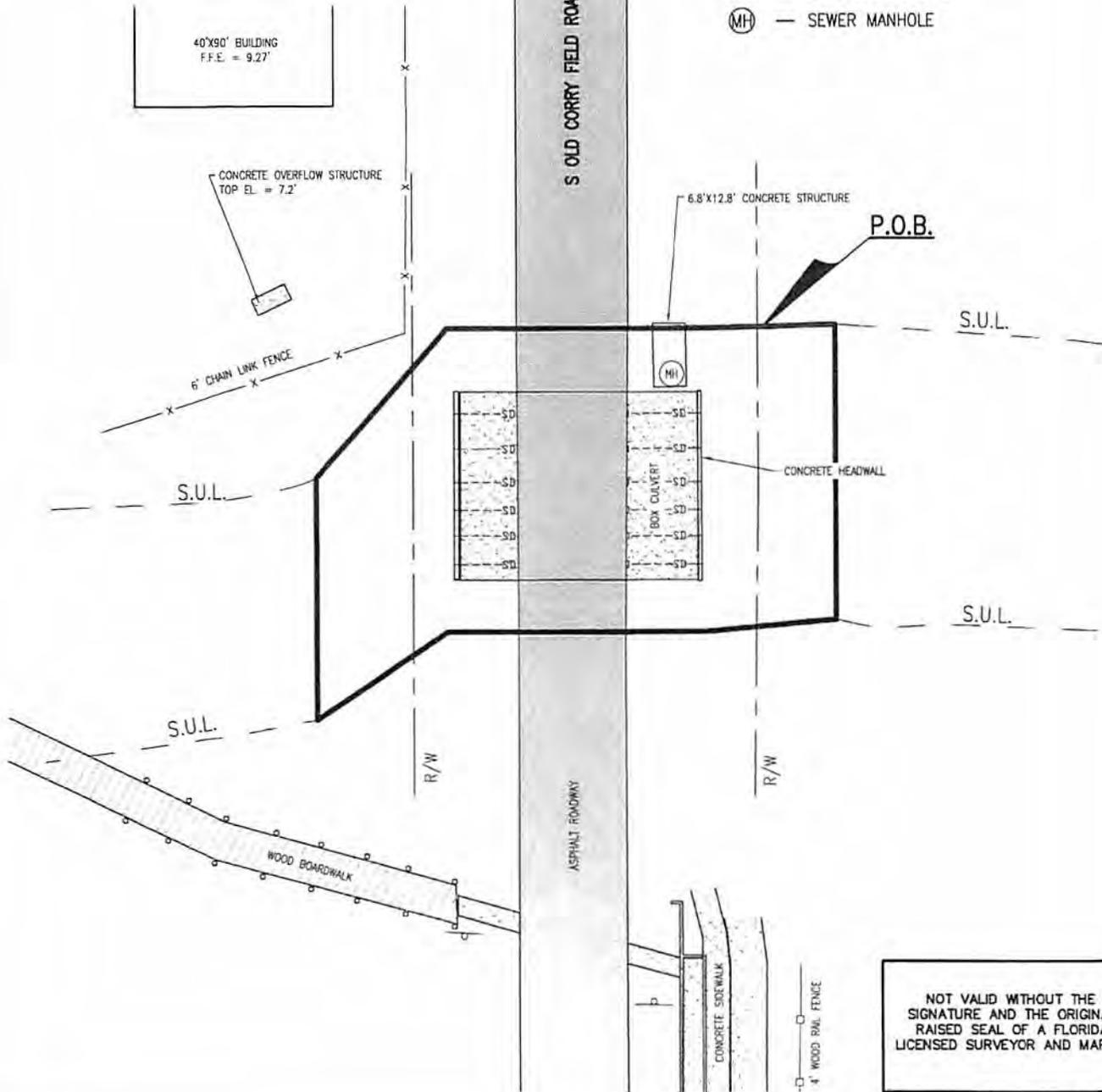
FIELD SURVEY DATE 12/5/14

EXISTING CONDITIONS



**LEGEND**

- R/W — RIGHT-OF-WAY
- P.O.B. — POINT OF BEGINNING
- EL. — ELEVATION
- F.F.E. — FINISH FLOOR ELEVATION
- SD- — STORM DRAIN PIPE
- S.U.L. — SAFE UPLAND LINE
- (MH) — SEWER MANHOLE





**BASKERVILLE-  
DONOVAN, INC.**

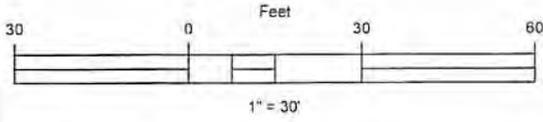
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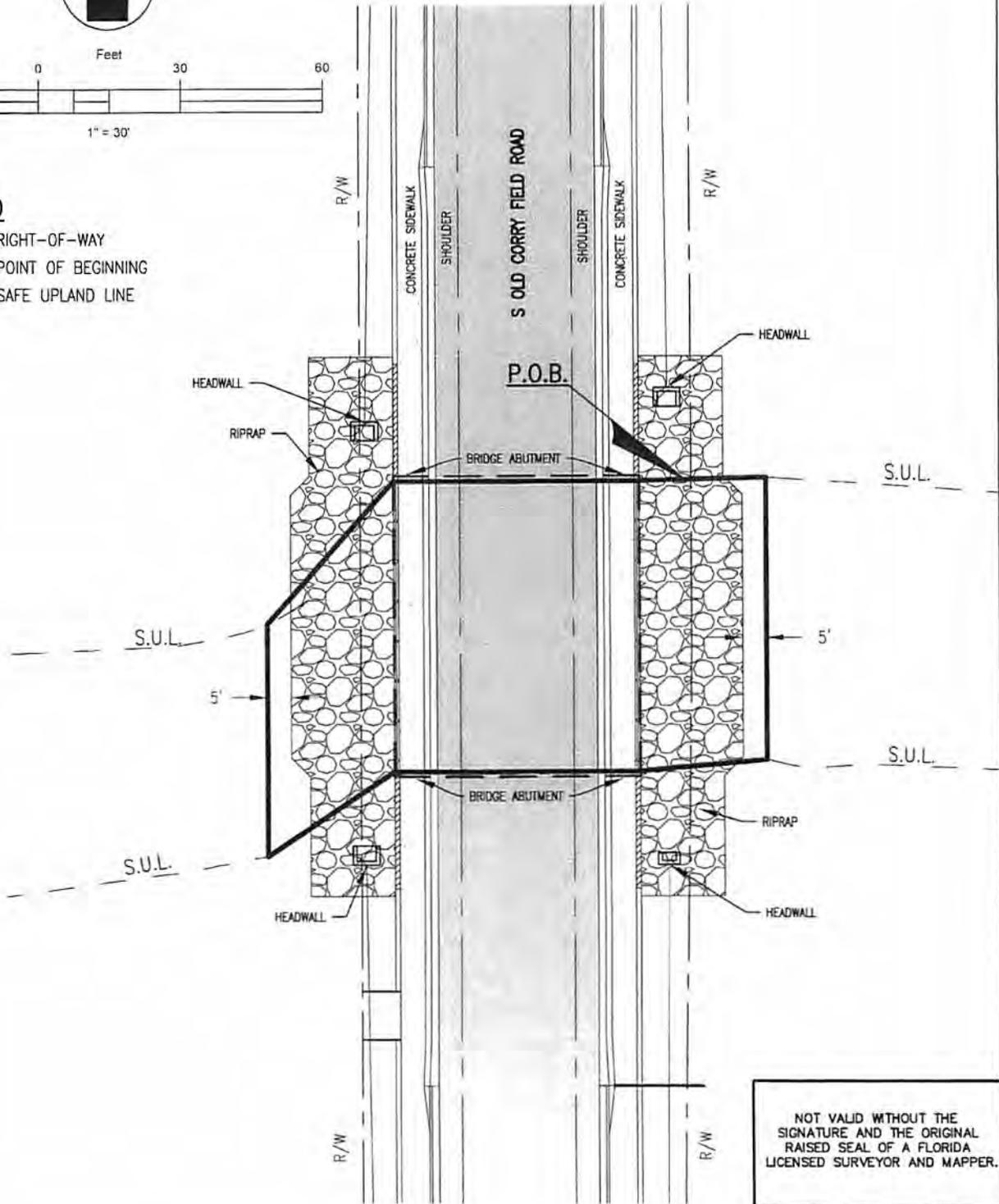
FIELD SURVEY DATE 12/5/14

PROPOSED IMPROVEMENTS



**LEGEND**

- R/W — RIGHT-OF-WAY
- P.O.B. — POINT OF BEGINNING
- S.U.L. — SAFE UPLAND LINE



NOT VALID WITHOUT THE  
SIGNATURE AND THE ORIGINAL  
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LICENSED SURVEYOR AND MAPPER.

SHEET 5 OF 6



**BASKERVILLE-  
DONOVAN, INC.**

OFFICE ADDRESS

449 WEST MAIN STREET  
PENSACOLA, FLORIDA 32502  
PHONE NO. (850) 438-9661  
FAX NO. (850) 433-6761

JOB NO. 25895.03

FIELD SURVEY DATE 12/5/14

**SUBMERGED LAND EASEMENT DESCRIPTION**

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 29, BLOCK 1, FIRST ADDITION TO EDGEWATER SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH OLD CORRY FIELD ROAD (70' R/W); THENCE PROCEED SOUTH 00 DEGREES 04 MINUTES 31 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 731.83 TO A POINT ON THE NORTH EDGE OF JACKSON CREEK SAFE UPLAND LINE (ELEVATION 1.44 FEET), AND BEING THE POINT OF BEGINNING, SAID POINT HAVING STATE PLANE COORDINATES OF N: 519491.566 E: 1094147.555; THENCE PROCEED ALONG SAID LINE NORTH 88 DEGREES 31 MINUTES 59 SECONDS EAST A DISTANCE OF 15.75 FEET; THENCE DEPARTING SAID LINE PROCEED SOUTH 00 DEGREES 04 MINUTES 31 SECONDS EAST A DISTANCE OF 59.25 FEET TO A POINT ON THE SOUTH EDGE OF JACKSON CREEK SAFE UPLAND LINE (ELEVATION 1.44 FEET); THENCE PROCEED ALONG SAID LINE SOUTH 84 DEGREES 47 MINUTES 46 SECONDS WEST A DISTANCE OF 26.86 FEET; THENCE PROCEED ALONG SAID LINE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST A DISTANCE OF 52.00 FEET; THENCE PROCEED ALONG SAID LINE SOUTH 56 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 32.06 FEET; THENCE DEPARTING SAID LINE PROCEED NORTH 00 DEGREES 04 MINUTES 31 SECONDS WEST A DISTANCE OF 48.78 FEET TO AFORE MENTIONED SAFE UPLAND LINE; THENCE PROCEED ALONG SAID LINE NORTH 41 DEGREES 44 MINUTES 49 SECONDS EAST 40.12 FEET; THENCE PROCEED ALONG SAID LINE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST A DISTANCE 52.00 FEET; THENCE PROCEED ALONG SAID LINE NORTH 88 DEGREES 31 MINUTES 59 SECONDS EAST 11.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, JACKSON CREEK, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 6,248 SQUARE FEET (0.143 ACRES) MORE OR LESS.

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

SHEET 6 OF 6

# South Old Corry Field Road Bridge Project



ESCAMBIA COUNTY  
ENGINEERING DIVISION

SSW 8/31/16 DISTRICT 2



**Sovereignty Submerged  
Lands Easement**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11033** **County Administrator's Report** **10. 49.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016

**Issue:** Authorization of Out-of-County Travel - 2016/2017 Annual Travel Schedule

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Authorization for Out-of-County Travel - 2016/2017 Board's Annual Travel Schedule - Jack R. Brown, County Administrator

That the Board authorize out-of-County travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2016/2017 Annual Travel/Conference Schedule.

**BACKGROUND:**

The attached conference/event schedule lists all conferences, workshops, and meetings that the Commissioners, County Administrator, and/or the County Attorney may wish to attend during Fiscal Year 16-17

**BUDGETARY IMPACT:**

Expenditures for travel expenses will be from budgeted funds within the appropriate Cost Center/Object Code for the traveler.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Travel authorizations/reimbursements are in compliance with Florida Statutes, Chapter 112.061, "Per Diem and Travel Expenses" and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C".

**IMPLEMENTATION/COORDINATION:**

The County Administrator's Office will handle all of the details associated with the above conferences.

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**Attachments**

Annual Conference Schedule 2016-2017

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## ANNUAL TRAVEL/CONFERENCE SCHEDULE 2016-2017

DATE	ORGANIZATION	TYPE OF MEETING	LOCATION
November 17-18, 2016	Sayfie Florida Leaders Summit	Florida Leaders Summit	Orlando, FL
November 29-December 2, 2016	Florida Association of Counties	Legislative Conference	Orlando, FL
February 2-3, 2017	Florida Association of Counties	Legislative Day	Tallahassee, FL (Leon County)
February 25-March 1, 2017	NACo	Legislative Conference	Washington, DC
April 17-20, 2017	National Hurricane Conference	Annual Hurricane Conference	New Orleans, LA
May 14-17, 2017	Governor's Hurricane Conference	Hurricane Conference	West Palm Beach, FL
June 27-30, 2017	Florida Association of Counties	Annual Conference	Palm Beach County, FL
July 21-24, 2017	NACo	Annual Conference	Franklin County, Ohio
September 2017	Florida Association of Counties	Policy Conference	TBD
Various Dates	FCCMA	All meetings/conferences	TBD
Various Dates	Leadership Florida	All meetings/conferences	Various Locations
TBD	Gulf Power	Economic Symposium	TBD
TBD	BP Oil Spill Meetings	Any meeting related to the BP Oil Spill	TBD
TBD	Florida Department of Transportation	County Related	TBD
TBD	Florida Association of Counties	County Commissioner Certification	TBD
TBD	Florida Association of Counties	Advance Commissioner Certification	TBD
TBD	State of Florida	Any meeting related to the State of Florida (Legislative/Governor/FDOT/FDEP/FDOR, Lobbyist, etc.)	TBD
TBD	Greater Pensacola Chamber of Commerce	Chamber Fly-In	Washington, DC
TBD	Florida League of Cities	Legislative Conference	TBD
TBD	Florida League of Cities	Legislative Days	Tallahassee, FL (Leon County)
TBD	Florida Associations of Counties	FAC BOD/Policy Meetings	TBD
TBD	ICMA	Annual/Legislative Conference	TBD
TBD	Emerald Coast Transportation Symposium	Transportation Symposium	TBD
TBD	Sayfie Meetings/Conference/Summits	Meetings/Conference/Summits	TBD

NACo-National Association of Counties  
 FCCMA-Florida City County Management Association  
 FDOT-Florida Department of Transportation  
 FDEP-Florida Department of Environmental Protection  
 FDOR-Florida Department of Revenue  
 ICMA-International City/County Managers Association



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11032** **County Administrator's Report** **10. 50.**  
**BCC Regular Meeting** **Budget & Finance Consent**  
**Meeting Date:** 09/22/2016  
**Issue:** Issuance of FY 2016-2017 Purchase Orders Over \$50,000  
**From:** Angela Crawley, Assistant to the County Administrator  
**Organization:** County Administrator's Office  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Issuance of Purchase Orders in Excess of \$50,000 for Fiscal Year 2016-2017 - Jack R. Brown, County Administrator

That the Board approve the issuance of individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, for Fiscal Year 2016-2017, as provided.

**BACKGROUND:**

Issuance of these Purchase Orders ensures the continuity of services provided to the Board of County Commissioners through these contracts. Allocations for these expenditures are included in the budget for Fiscal Year 2016-2017.

**BUDGETARY IMPACT:**

Funding is budgeted in the various Cost Centers/Object Codes listed in Fiscal Year 2016-2017.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon Board approvals, the County Administrator's Office will issue Purchase Orders in accordance with the adopted Fiscal Year 2016-2017 budgeted amounts.

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**Attachments**

Vendor Table

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Vendor/Contractor	Amount	Contract Number
Gentry and Associates, LLC Vendor Number: 071229 State Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101 (Professional Services)	\$60,000	PD 14-15.025
Alcalde & Fay, LTD Vendor Number: 010368 Federal Lobbyist Services Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53101 (Professional Services)	\$78,000	PD 13-14.023
Dynamic Security Services Vendor Number: 042841 Security for the Ernie Lee Magaha Building Fund: 001 (General) Cost Center: 110201 (Non-Departmental) Object Code: 53401 (Other Contractual Services)	\$55,000	PD 15-16.051



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11040** **County Administrator's Report 10. 51.**  
**BCC Regular Meeting** **Budget & Finance Consent**

**Meeting Date:** 09/22/2016  
**Issue:** Change Order to Roads, Inc. of NWF on Contract PD 14-15.050 "Highway 97 Phase I" Project  
**From:** Joy D. Blackmon, P.E., Director  
**Organization:** Public Works  
**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order on Contract PD 14-15.050 "Highway 97 Phase I Roadway Widening and Drainage Improvement Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order on Contract PD 14-15.050, "Highway 97 Phase I Roadway Widening and Drainage Improvement Project," to Roads, Inc., of NWF:

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	\$288,826.56
Vendor:	Roads, Inc., of NWF
Project Name:	Highway 97 Phase I Roadway Widening and Drainage Improvement Project
Contract:	PD 14-15.050
PO No.:	151416
CO No.:	4
Original Award Amount:	\$2,168,815.15
Cumulative Amount of Change Orders through this CO:	\$420,584.93
New Contract Total:	\$2,589,400.08

[Funding Source: Fund 352, LOST III, Cost Center 210107,56301, Project #08EN0115 \$96,650,66, Project #14EN3135 \$192,175.90]

**BACKGROUND:**

On July 7, 2015, the Board approved awarding Contract PD 14-15.050 "Highway 97 Phase I Roadway Widening and Drainage Improvement Project" to Roads, Inc. of NWF.

This Change Order, #4, is to replace an open ditch design with a pipe system on Highway 97 between Harlington Street and Devine Farms Road, which will facilitate the transition for future growth and the realignment of the intersection of Devine Farms Road and Highway 97. The other costs are for the improvements to the intersection at CR 297A and Highway 97.

Change Order #1 was for utility conflicts and citizens concerns. Change Order #2 corrected a tabulation error in the payment bond. Change Order #3 was for removal of an abandoned structure and pipe not indicated on the plans.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352, LOST III, Cost Center 210107,56301, Project #08EN0115 \$96,650,66, Project #14EN3135 \$192,175.90.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

---

**Attachments**

Change Order 4

Board Action 070715

Purchase Order

Change Order 1

Change Order 2

Change Order 3

---

# CONSTRUCTION CHANGE ORDER

Change Order Number 4 Contractor Number PD 14-15.050

Date: Sept. 13, 2016 Dated July 7, 2015

To: Roads, Inc. of NWF Escambia County, FL

Project Name: Hwy 97-Phase I

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

See attached sheet with detailed charges/changes.

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>2,168,815.15</u>	<u>60</u>
Sum of Previous Changes	\$ <u>131,758.37</u>	<u>90</u>
This Change Order	\$ <u>288,826.56</u>	
Adjusted Agreement Amount	\$ <u>2,589,400.08</u>	

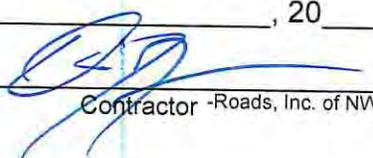
This contract substantial completion date will be increased/~~decreased~~ by 90 calendar days due to the Change Order. The new contract substantial completion date is                     . Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_\_\_

By:  \_\_\_\_\_  
Contractor -Roads, Inc. of NWF

By: \_\_\_\_\_  
Engineer

By: \_\_\_\_\_  
Owner



**106 stone blvd. cantonment, fl 32533**  
**Phone: (850) 968-0991**  
**Fax: (850) 968-0996**

<b>To:</b> ESCAMBIA COUNTY	<b>Contact:</b> Liz Bush
<b>Address:</b> ESCAMBIA COUNTY PENSACOLA, FL	<b>Phone:</b> ( ) - <b>Fax:</b>
<b>Project Name:</b> Esc. Co. HWY 97 Realignment	<b>Bid Number:</b> C.O. 4
<b>Project Location:</b> HWY 97, Pensacola, FL	<b>Bid Date:</b> 9/14/2016

**Roads, Inc. of NWF respectfully submits the following proposal to furnish all labor, equipment, and materials to complete the items of work listed below.**

**Scope Of Work:**

<b>Item #</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
CO4-01	Mobilization	1.00	LS	\$42,000.00	\$42,000.00
CO4-02	MOT	1.00	LS	\$46,000.00	\$46,000.00
CO4-03	Erosion Control	1.00	LS	\$79,000.00	\$79,000.00
CO4-04	Survey And Layout	1.00	LS	\$19,000.00	\$19,000.00
CO4-05	Fiber Reinforced Ditch Paving W/ Weep Holes	1,081.00	SY	(\$39.77)	(\$42,991.37)
CO4-06	36" MES	1.00	EACH	(\$3,218.77)	(\$3,218.77)
CO4-07	6.0' Dia. Junction Box (S-96, S-97, S-98)	3.00	EACH	\$6,328.40	\$18,985.20
CO4-08	30" CPVC Pipe	64.00	LF	(\$52.31)	(\$3,347.84)
CO4-09	36" CPVC Pipe	569.00	LF	\$53.90	\$30,669.10
CO4-10	36" RCP Pipe	34.00	LF	\$89.11	\$3,029.74
CO4-11	3" Topsoil	1,081.00	SY	\$1.41	\$1,524.21
CO4-12	Centipede Sod, Staked	1,081.00	SY	\$2.11	\$2,280.91
CO4-13	Raise Inlet Top (S-100A, S-101, S-102)	3.00	EACH	\$4,286.00	\$12,858.00
CO4-14	Guardrail W/ End Anchorage Assemblies	280.00	LF	\$41.95	\$11,746.00
CO4-15	Excavation - Fill	225.00	CY	\$18.00	\$4,050.00
CO4-16	Guardrail W/ End Anchorage Assemblies	75.00	LF	\$99.04	\$7,428.00
CO4-17	6.0' Dia. Junction Box	1.00	EACH	\$6,328.40	\$6,328.40
CO4-18	Type D Inlet	1.00	EACH	\$3,582.07	\$3,582.07
CO4-19	24" CPVC	14.00	LF	\$50.87	\$712.18
CO4-20	Excavation - Fill (Station 19+00 - 25+00)	415.00	CY	\$18.00	\$7,470.00
CO4-21	3" Topsoil	800.00	SY	\$1.41	\$1,128.00
CO4-22	Centipede Sod, Staked (Berm 19+00 - 25+00)	800.00	SY	\$2.11	\$1,688.00
CO4-23	Install 6" Inserta Valve	1.00	EACH	\$11,031.57	\$11,031.57
CO4-24	Install 6" PVC Water Line	740.00	LF	\$13.77	\$10,189.80
CO4-25	Install 6" 45's	4.00	EACH	\$445.23	\$1,780.92
CO4-26	Install 1" Water Service (short)	4.00	EACH	\$440.31	\$1,761.24
CO4-27	Night Work Tie-in	1.00	EACH	\$3,575.04	\$3,575.04
CO4-28	Pressure Testing, Chlorinate, And Flush	1.00	EACH	\$4,290.05	\$4,290.05
CO4-29	Bacteriological Testing	1.00	EACH	\$1,072.51	\$1,072.51
CO4-30	Additional Striping And Sign Relocation	1.00	LS	\$3,618.36	\$3,618.36
CO4-31	2" Type SP 12.5 Asphalt	47.00	SY	\$8.91	\$418.77
CO4-32	12" Stabilized Subgrade	63.00	SY	\$3.08	\$194.04
CO4-33	5" Type B-12.5	47.00	SY	\$20.69	\$972.43

**Notes:**

- The above prices do not include Permits.
- The above prices do NOT include any cost for Tap or Impact Fees.
- No items of work can be removed from scope of work without Roads Inc. prior approval.
- This quote does not include the removal or replacment of unsuitable/moisture sensitive/contaminated soils.
- Fill quantities are based on provided quantities. Unit price will prevail.
- See attached image for additional asphalt areas at Right Side of 97 to 297A intersection.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Roads Inc. Of NWF</b></p> <p></p> <p><b>Authorized Signature:</b></p> <p><b>Estimator:</b> Josh Haggard 850-968-0091 josh@roadsinc.com</p>
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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning the “Highway 97 - Phase I - Roadway Widening and Drainage Improvements,” PD 14-15.050 (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301, Project #8EN0115):

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

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

B. Approving a Budget Amendment to transfer funds, in the amount of \$2,624,267, for Construction Costs, 10% contingency and construction engineering and inspections services, to the Highway 97 – Phase I - Roadway Widening and Drainage Improvements Project; and

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

**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

PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAUL CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843

182328 FAX: 850-968-0996  
 ROADS INC OF NWF  
 106 STONE BLVD  
 CANTONMENT FL 32533

ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 07/20/15 BUYER: JOSEPH PILLITARY REQ. NO.: 15001653 REQ. DATE: 07/17/15

TERMS: NET 30 DAYS F.O.B.: DESC.: PLEASE CONTACT LIZ BUSH A

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 14-15.050 "HIGHWAY 97 - PHASE I ROADWAY WIDENING AND DRAINAGE IMPROVEMENTS" BCC APPROVAL 07/07/2015	2168815.1500	2,168,815.15

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	TOTAL \$
01	210107 56301	2,168,815.15	08EN0115	2,168,815.15	2,168,815.15

APPROVED BY

*Cory Loring* 7/31/15

1514/6

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board award Contract PD 14-15.059, Clerk of Court 2nd Floor Office Modifications, to Empire Builders Group, Inc., in the amount of \$56,167, which includes the Base Bid, in the amount of \$49,607, and Bid Alternate Number 3, in the amount of \$6,560 (Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56201).

Approved 5-0

7. Recommendation: That the Board award Contract PD 14-15.061, "Prieto Drive Storm Repairs," to Gulf Atlantic Constructors, Inc., in the amount of \$264,393 (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330490, Object Code 54612, Project #ESCPW09).

Approved 5-0

8. Recommendation: That the Board take the following action concerning the "Highway 97 - Phase I - Roadway Widening and Drainage Improvements," PD 14-15.050, (Funding: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #8EN0115):

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

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

(Continued on Page 16)

**RESUME OF THE REGULAR BCC MEETING – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

8. Continued...

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

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

**Approved 5-0**

9. **Recommendation:** That the Board take the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project, (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):

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

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

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

(2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of \$25,743.00;

(Continued on Page 17)

**BOARD OF COUNTY COMMISSIONERS**  
 ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

I  
 N [ PLEASE EMAIL INVOICES TO:  
 V [ escambia.invoices@escambiaclerk.com  
 O [ CLERK OF THE COURT & COMPTROLLER  
 I [ HON. PAM CHILDERS  
 C [ 221 PALAFOX PLACE, SUITE 140  
 E [ PENSACOLA, FL 32502-5843

V [ 182328 FAX: 850-968-0996 ]  
 E [ ROADS INC OF NWF ]  
 N [ 106 STONE BLVD ]  
 D [ CANTONMENT FL 32533 ]  
 O [ ]  
 R [ ]

S [ ENGINEERING ]  
 H [ ENGINEERING DEPARTMENT ]  
 I [ 3363 WEST PARK PLACE ]  
 P [ PENSACOLA FL 32505 ]  
 T [ ]  
 O [ ATTN: ROBIN LAMBERT ]

ORDER DATE: 07/20/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001653	REQ. DATE: 07/17/15
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
This is an additive/deductive change order, in the amount of \$129,500.20, for a 6% increase in the contract amount. Original contract amount of \$2,168,815.15, with this increase of \$129,500.20, will make the new contract total \$2,298,315.35. Attached spreadsheet shows the reason for the add or deduct for each item. Items #72, 73, and 74 for a total of \$38,710.39 have been preapproved as per the attached email dated 3/2/2016. This change order also includes adding 60 days to the Variable Message Boards for the upcoming closure. Item #17 is being increased from 30 to 90 days to cover 3 VMB's @20 days each. CIP: Highway 97 Widening and Drainage Improvement Project. Original Board Approval on 07/07/2015.					
01	.00	LOT	CONTRACT PD 14-15.050 "HIGHWAY 97 - PHASE I ROADWAY WIDENING AND DRAINAGE IMPROVEMENTS" BCC APPROVAL 07/07/2015	129500.2000	129,500.20

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	129,500.20
01	210107 56301	129,500.20	08EN0115	<b>TOTAL \$</b>	<b>129,500.20</b>

**APPROVED BY** 

## **Change Order Checklist**

- Vendor Name: Roads, Inc. of NWF
- Purchase Order Number: 151416
- Change Order Number: 1
- Project Name: Highway 97 Widening and Drainage Improvements

- Board Recommendation: Original Board Approval 7/7/2015
- Resume Page: attached
- Funding Source: Fund 352 "LOST III"
- Breakdown of Project Costs: n/a
- Additional Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CHANGE ORDER REQUEST  
PURCHASE ORDER / RELEASE ORDER / CONTRACT**

Vendor Code: 182328  
 Project Number: 08EN0115  
 Department: Public Works/Engineering

Vendor Name: Roads, Inc. of NWF  
 P.O. Number: 151416 C.O. Number: 1  
 P.D. Number: 14-15.050 Date: 03/16/16

**Notes for Modifying the Scope of Award:**

This is an additive/deductive change order, in the amount of \$129,500.20, for a 6% increase in the contract amount. Original contract amount of \$2,168,815.15, with this increase of \$129,500.20, will make the new contract total \$2,298,315.35. Attached spreadsheet shows the reason for the add or deduct for each item. Items #72, 73, and 74 for a total of \$38,710.39<sup>✓</sup> have been preapproved as per the attached email dated 3/2/2016. This change order also includes adding 60 days to the Variable Message Boards for the upcoming closure. Item #17 is being increased from 30 to 90 days to cover 3 VMB's @20 days each. CIP: Highway 97 Widening and Drainage Improvement Project. Original Board Approval on 07/07/2015.

*See attached "notes"*

**To Modify Existing Purchase Order:**

Quantity  
 Adding Dollars to Line Item No: 1 Adjustment: Amount: \$129,500.20  
 Deleting Dollars from Line Item No: Adjustment: Amount:

**Modify Notes:**

Date of BCC action: (ATTACH RESUMÉ)  
 Previous Purchase Order Total Dollars: \$2,168,815.15  
 Net Dollars added or subtracted: \$129,500.20  
 New Purchase Order Total Dollars: \$2,298,315.35  
 Previous Contract Total Dollars: \$2,168,815.15  
 Net Dollars added or subtracted: \$129,500.20  
 New Contract Total Dollars: \$2,298,315.35

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0115	\$129,500.20	\$2,298,315.35

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have b of the new contract amount.

Request Prepared By: *Rebecca Lambert* Date: \_\_\_\_\_  
Digitally signed by Rebecca Lambert  
 DN: cn=Rebecca Lambert, o=Escambia County BOCC, ou=Public Works Department, email=rblackm@myscambia.com, c=US  
 Date: 2016.03.16 09:38:53 -05'00'

Contract Administrator's Certification & Approval: *Joy D. Blackmon* Date: \_\_\_\_\_  
Digitally signed by Joy D. Blackmon, P.E.  
 DN: cn=Joy D. Blackmon, P.E., o=Escambia County BOCC, ou=Public Works Department, email=jblackm@myscambia.com, c=US  
 Date: 2016.03.18 14:04:53 -05'00'

Department Director: *Joy D. Blackmon* Date: \_\_\_\_\_

# NOTES

## Hey 97 Change Order

The Hwy 97 Road Widening and Drainage Project has encountered numerous challenges as it pertains to the actual construction of the project. The following issues are the driving factors to the need for a this change order:

### **Incorrect Survey Data**

The survey work for the Hwy 97 project and the survey work for the Hwy 297A project was performed by two different firms. As a result there were some survey busts where these two projects come together – these busts resulted in the need to adjust existing drainage infrastructure on Hwy 297A – the cost of this adjustment is \$25,277.89

Additional Survey busts resulted in Utility Conflicts- for instance: Utilities were located on the plans, however, when excavated in the field they were not located as marked on the plans. Additionally some utilities were not marked on the plans at all – these omissions resulted in the need for an adjustment to an inlet and the addition of a riser, as well the extension of a 6" ductile waterline at a cost of \$6,420.99

Additional Changes due to Survey Busts are as follows:

- A deduction of removal of 4 headwalls and the addition of removal of 4 Mitered End Sections – This is a net gain of \$558.60
- Removal of 15ft of 30" RCP Pipe – a deduction of \$962.40

**The overall change to due to survey busts and utility conflicts: Add of \$30,177.88**

### **Bid Tab Errors/Omissions**

Throughout construction several items were discovered to be noted as part of the plan set, however were not in the bid tab sheet or not quantified correctly on the bid tab sheet. The contractor is performing construction as per the plan set. These bid tab sheet errors/omissions result in the following additions:

- Addition of 200lf of 34" X 53" ERCP \$46,564
- Addition of Bristol Creek Pond Overflow Connection \$6,500
- Addition of 16" Jack and Bore \$11,220.50
- Addition of 266lf saw cutting \$774.06
- Additional Days for Variable Message Boards \$1,737

The following are deductions:

- -58lf of 24" CPVC Pipe -\$2,950.46
- -200lf of 30" CPVC Pipe -\$10,462.00
- -25lf of 36" CPVC Pipe -\$1,347.50
- -63lf of 24" RCP Pipe -\$3,785.67
- -200lf of RCP Pipe -\$2,640

**Overall Addition due to Bid Tab Errors/Omissions Add\$45,609.93**

**Adjustments Due to Citizen Concerns**

Throughout construction, citizens have consistently and persistently contacted the District 5 Commissioner's Office and County Engineering regarding numerous concerns with the construction of this project. As a result, staff has given much consideration to these concerns and has worked hard to incorporate those requests which have proven to be of merit. The more costly of these adjustments is as follows:

- Construction of a storm water berm w/sod \$13,432.50
- Driveway Adjustment at 3440 Hwy 97 \$30,000
- Remaining Citizen Request Additives \$10,279.89

**Total Add due to Citizen Concerns \$53,712.39**

**Total Change Order Request \$129,500.20 or 6% of contract**

Per Wes Moreno  
OK [Signature] 3/24/14

**Escambia County Public Works Department  
Engineering Division  
3363 W. Park Place  
Pensacola, Florida 32505**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)**

Project Name: Highway 97 Widening and Drainage Improvements  
 Project ID: \_\_\_\_\_  
 Location: Between CR 297-A and Sandcrest  
 Project Manager: Elizabeth Bush  
 Date: 3/9/2016

Digitally signed by Elizabeth Bush  
 DN: c=US, o=Escambia County Public Works, ou=Engineering Division, email=elizabeth.bush@escambia.fl.us, cn=Elizabeth Bush  
 Date: 2016.03.09 15:40:15 -0500

Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

**Change order for funding. See attached for information...**

Attached backup documentation \_\_\_\_\_ page (s).  
 RFF/NTP Start Date \_\_\_\_\_ or Upon Issuance of Notice to Proceed  
 Time shall be increased/decreased by \_\_\_\_\_ calendar days.  
 \_\_\_\_\_ Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# <u>1</u>				\$ 129,500.20
Contract PD _____	Contractor	_____		
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 _____				
<b>Now Balance of CIP Project</b>			\$ -	\$ (129,500.20)

**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 Expectation  
 Date: \_\_\_\_\_

Highway 97 - Phase I  
Change Order #1 03-09-16

Bid Item No.	Description	Quantity	Units	Roads, Inc	
				Unit Cost	Total
8	1 1/4" Type SP 12.5 Asphalt Driveways, including subgrade	90	SY	\$15.06	\$1,355.40
45	18" RCP Cross Drain MES	2	EA	\$1,026.71	\$2,053.42
35	18" CPVC Pipe	5	LF	\$35.71	\$178.55
71	Selective Tree Removal	1	LS	\$3,897.02	\$3,897.02
74	Construct Stormwater Berm w/Sod	675	CY	\$19.90	\$13,432.50
75	Existing Drainage Tie-ins	3	EA	\$1,000.00	\$3,000.00
78	Driveway Adjustment @ 3440 Highway 97 South	1	LS	\$30,000.00	\$30,000.00
12	Saw cut Existing Asphalt	206	LF	\$2.91	\$774.06
70	16" Jack and Box	1	LS	\$11,220.50	\$11,220.50
76	Bristol Creek Pond Overflow Connector	1	EA	\$6,500.00	\$6,500.00
38	24" CPVC Pipe	-58	LF	\$10.87	-\$630.46
37	30" CPVC Pipe	-200	LF	\$52.31	-\$10,462.00
38	36" CPVC Pipe	-25	LF	\$53.90	-\$1,347.50
39	24" RCP	-63	LF	\$60.09	-\$3,785.67
42	42" RCP Pipe	-200	LF	\$13.20	-\$2,640.00
44	34" X 53" ERCP Pipe	200	LF	\$732.82	\$146,564.00
17	Variable Message Boards	90	EA/Day	\$19.30	\$1,737.00
40	30" RCP Pipe	-15	LF	\$64.16	-\$962.40
69	4" Ductile Waterline Extension	1	LS	\$5,020.99	\$5,020.99
77	Structure S-101 Riser	1	LS	\$1,450.00	\$1,450.00
51	Remove Existing Concrete Headwall	-4	EA	\$246.72	-\$986.88
52	Remove MES	4	EA	\$107.97	\$431.88
72	Concrete Ditch Removal and Replacement, includes Earthwork and Grading	174	SY	\$117.06	\$20,368.44
73	Modify Existing 8x5' Stormwater Inlet	1	EA	\$4,909.45	\$4,909.45

38,710.39

Change Order Total \$128,600.30  
Change 6%

New Contract Total \$2,298,315.35

**Robin F. Lambert**

---

**From:** Joy Jones  
**Sent:** Wednesday, March 02, 2016 12:27 PM  
**To:** Robin F. Lambert  
**Cc:** Liz Bush  
**Subject:** FW: Change Order for Highway 97  
**Attachments:** RFF\_CO 1\_Funds\_Roads\_Hwy 97\_02-18-16.pdf

Robin and Liz,

We have preapproval for several items so the Contractor can continue working. See signed RFF attached for normal review/approval process. Please include the preapproval email below with the request package when routing forward.

Thank you,

JJ

**From:** Wesley J Moreno  
**Sent:** Wednesday, March 02, 2016 9:36 AM  
**To:** Liz Bush  
**Cc:** Joy Jones; Joy D Blackmon; James E. Duncan  
**Subject:** RE: Change Order for Highway 97

Liz,

I have reviewed the request for verbal approval of Items 72,73, and 74. 3/2/16.

Items 72 and 73: I understand these items are due to incorrect survey information – while I understand the nuances of having two different surveyors involved in the project, I find these errors to be careless and reckless on the part of the incorrect surveyor – however, I also understand that additional work MUST be accomplished to account for these errors. Therefore, I am giving approval to move forward with the necessary work concurrently while the change order is being processed – HOWEVER, I am also directing that a letter be sent to the errant Engineer/Surveyor detailing their poor performance and making them aware of the cost to the citizens of Escambia County as well as to the good reputation of Escambia County Engineering. **\$25,277.89**

Item 74: I understand that a berm was pre-existing in this area of concern – I understand that the engineer’s posture is that the drainage design will accommodate the flow of storm water once the project is complete. However, the citizens in this area have experienced flooding impacts through the years, and it was because of these experiences that the berm was installed. I find it to be in the best interest to accommodate this citizen request which will give assurance and peace of mind that indeed, all measures have been incorporated to protect them from the flooding they have experienced in the past. Therefore, I am authorizing the work to proceed concurrently while the change order is being processed. **\$13,432.50**

**Total Cost of Approved Scope: \$38,710.39**

Please call with any questions,

Wes

**From:** Liz Bush  
**Sent:** Tuesday, March 01, 2016 4:00 PM  
**To:** Wesley J Moreno  
**Cc:** Joy Jones; Joy D Blackmon  
**Subject:** Change Order for Highway 97

Wes,

Per your request, attached is the RFF for the Highway 97 Change Order. The contractor has about three more days of work to do before they may have to demobilize. The three items that would keep the project moving are line item #'s 72, 73, and 74.

You mentioned pre-approval on these items but I won't let the contractor proceed until I have something in writing from you.

Liz

A handwritten signature in black ink that reads "Elizabeth Bush". The signature is written in a cursive, flowing style.

**Elizabeth Bush**  
Construction Manager

**Escambia County Public Works Department, Engineering Division**  
3363 West Park Place  
Pensacola, Florida 32505

[mebush@myescambia.com](mailto:mebush@myescambia.com)  
Office: (850) 595-3450  
Cell: (850) 554-3063

**Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.**

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 151416-2**

**CHANGE DATE: 06/15/16**

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 ] 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

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 ] 182328 FAX: 850-968-0996  
 ROADS INC OF NWF  
 106 STONE BLVD  
 CANTONMENT FL 32533

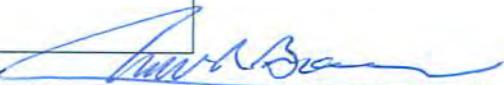
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 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 07/20/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001653	REQ. DATE: 07/17/15
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
This is a deductive change order, in the amount of (-311,73). Two items on change order #1 had the wrong unit price numbers listed on the spreadsheet; Item #45 should have been \$1,742.74 in lieu of \$2,051.42, a difference of (\$308.68) and Item #39 should have been \$3,782.52 in lieu of \$3,785.67, a difference of (\$3.15). Revised contract amount will be \$2,298,003.52. Attached spreadsheet shows the reason for the add or deduct for each item. CIP: Highway 97 Widening and Drainage Improvement Project. Original Board Approval on 07/07/2015.					
01	.00	LOT	CONTRACT PD 14-15.050 "HIGHWAY 97 - PHASE I ROADWAY WIDENING AND DRAINAGE IMPROVEMENTS" BCC APPROVAL 07/07/2015	311.8300	-311.83

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	210107 56301	-311.83	08EN0115		-311.83
				<b>TOTAL \$</b>	<b>-311.83</b>

**APPROVED BY** 

## **Change Order Checklist**

- Vendor Name: Roads, Inc. of NWF
- Purchase Order Number: 151416
- Change Order Number: 2
- Project Name: Highway 97 Widening and Drainage Improvements

- Board Recommendation: Original Board Approval 7/7/2015
- Resume Page: attached
- Funding Source: Fund 352 "LOST III"
- Breakdown of Project Costs: n/a
- Additional Information: \_\_\_\_\_

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CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 182328
Project Number: 08EN0115
Department: Public Works/Engineering

Vendor Name: Roads, Inc. of NWF
P.O. Number: 151416
C.O. Number: 1X 2
P.D. Number: 14-15.050
Date: 07/16/16 06/10/2016

Notes for Modifying the Scope of Award:

This is a deductive change order, in the amount of (-311,73). Two items on change order #1 had the wrong unit price numbers listed on the spreadsheet; Item #45 should have been \$1,742.74 in lieu of \$2,051.42, a difference of (\$308.68) and Item #39 should have been \$3,782.52 in lieu of \$3,785.67, a difference of (\$3.15). Revised contract amount will be \$2,298,003.52. Attached spreadsheet shows the reason for the add or deduct for each item. CIP: Highway 97 Widening and Drainage Improvement Project. Original Board Approval on 07/07/2015.

Deduct acknowledged by PM on 6/2/16.

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: -1
Deleting Dollars from Line Item No:
Quantity Adjustment:
Amount: -\$311.83

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)
Previous Purchase Order Total Dollars: \$2,298,315.35
Net Dollars added or subtracted: -\$311.83
New Purchase Order Total Dollars: \$2,298,003.52
Previous Contract Total Dollars: \$2,298,315.35
Net Dollars added or subtracted: -\$311.83
New Contract Total Dollars: \$2,298,003.52

Table with 5 columns: Cost Center, Object Code, Project Number, + / - Change, Dollar Amount. Row 1: 210107, 56301, 08EN0115, -\$311.83, \$2,298,003.52

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/ agent (attorney-in-fact) that the amount of the Performance and Payment Bond is 30% of the new contract amount.

Request Prepared By: [Signature] Date:
Contract Administrator's Certification & Approval: [Signature] Date:
Department Director: [Signature] Date:
F0020 (Revised 1/31/2008) Digitally signed by Joy D. Blackmon, PE DN: cn=Joy D. Blackmon, PE, o=Public Works, ou, email=JDBlackm@myescambia.com, c=US Date: 2016.06.15 09:40:45 -05'00'

Highway 97 - Phase I  
Change Order #1 03-09-16

Bid Item No.	Description	Quantity	Units	Roads, Inc		Change Order 2			CO 2 Total	
				Unit Cost	Total					
6	1 1/4" Type SP 12.5 Asphalt Driveways, including subgrade	90	SY	\$15.06	\$1,355.40					Citizen Request - This driveway needs to be added for residential access. There was no existing access to this parcel.
45	18" RCP Cross Drain MES	2	EA	\$1,025.71	\$2,051.42	\$871.37	\$1,742.74		-\$308.68	Citizen Request - This is the end treatments for Bid Item #8.
35	18" CPVC Pipe	5	LF	\$35.21	\$176.05					Citizen Request - 44 LF for Bid Item #8. The remaining 38' will connect two driveways that are side-by-side which will eliminate future maintenance issues.
71	Selective Tree Removal	1	LS	\$3,697.02	\$3,697.02					Citizen Request - There are three trees that were not scheduled to be removed but after community meetings and citizen concerns with the safety of their property they will need to be removed. This includes the tree removal and stump grinding.
74	Construct Stormwater Berm w/Sod	675	CY	\$19.90	\$13,432.50					Citizen Request - Due to citizen concerns with traffic safety, a 1200 LF berm will need to be constructed along the south R/W line.
75	Existing Drainage Tie-ins	3	EA	\$1,000.00	\$3,000.00					Citizen Request - There are three existing residential drainage pipes that outfall into the ditch along Highway 97. These pipes were unknown until we were notified by the residents. At least one of the three has been permitted.
78	Driveway Adjustment @ 3440 Highway 97 South	1	LS	\$30,000.00	\$30,000.00					Citizen/Commissioner Request - Due to citizen concerns with drainage, she contacted Commissioner Barry for a resolution. Estimate only, pending approval.
12	Saw cut Existing Asphalt	266	LF	\$2.91	\$774.06					Plan / Bid Adjustment - Completed Quantity @ Harlington Street - 273.0 LF Quantity @ Bristol Park - 104.0 LF Quantity @ Hwy 97 - 44.0 LF
70	16" Jack and Bore	1	LS	\$11,220.50	\$11,220.50					Plan / Bid Adjustment - Completed This item was called out on the plans but was not quantified in the Bid Tab. This work is reimbursable by ECUA.
76	Bristol Creek Pond Overflow Connection	1	EA	\$6,500.00	\$6,500.00					Plan / Bid Adjustment - There's a pond located on the north side of Bristol Creek Subdivision that overflows into the ditch along Highway 97. The overflow was shown on the plans but was not quantified in the bid tab.

Highway 97 - Phase I  
Change Order #1 03-09-16

Bid Item No.	Description	Quantity	Units	Roads, Inc		Change Order 2		CO 2 Total	
				Unit Cost	Total				
36	24" CPVC Pipe	-58	LF	\$50.87	-\$2,950.46				Plan / Bid Adjustment - Completed This item was called out on the plans but was not quantified in the Bid Tab correctly
37	30" CPVC Pipe	-200	LF	\$52.31	-\$10,462.00				Plan / Bid Adjustment - Completed This item was called out on the plans but was not quantified in the Bid Tab correctly
38	36" CPVC Pipe	-25	LF	\$53.90	-\$1,347.50				Plan / Bid Adjustment - Completed This item was called out on the plans but was not quantified in the Bid Tab correctly
39	24" RCP	-63	LF	\$60.09	-\$3,785.67	\$60.04	-\$3,782.52	-\$3.15	Plan / Bid Adjustment - Completed This item was called out on the plans but was not quantified in the Bid Tab correctly
42	42" RCP Pipe	-200	LF	\$13.20	-\$2,640.00				Plan / Bid Adjustment - Completed Addendum request was sent to the PM, not to the Purchasing Agent, as required by the Purchasing Policy, therefore the Addendum was never issued. EOR and PM are responsible for the bid tab error.
44	34" X 53" ERCP Pipe	200	LF	\$232.82	\$46,564.00				Plan / Bid Adjustment - Completed Addendum request was sent to the PM, not to the Purchasing Agent, as required by the Purchasing Policy, therefore the Addendum was never issued. EOR and PM are responsible for the bid tab error.
17	Variable Message Boards	90	EA/Day	\$19.30	\$1,737.00				Safety Concern - Completed Due to the high volume of traffic, the contractor needed to utilize the Variable Message Boards a few additional days for their safety.
40	30" RCP Pipe	-15	LF	\$64.16	-\$962.40				Utility Conflict - Completed Double run of driveway pipe had to be changes to a single run due to utility conflicts. This will not effect the drainage as it is the first pipe upstream.
69	6" Ductile Waterline Extension	1	LS	\$5,020.99	\$5,020.99				Utility Conflict - Completed The utilities were shown in the plans, but were found to be at a different location when they were excavated.
77	Structure S-101 Riser	1	LS	\$1,400.00	\$1,400.00				Utility Conflict - There is a gravity sewer lateral that was not located on in the survey and the stormwater pipes between S-101 and S-102 had to be adjusted. For this reason, S-101 must be lowered and a riser will have to be installed to get the correct inlet top elevation. This work is not complete.
51	Remove Existing Concrete Headwall	-4	EA	\$246.72	-\$986.88				Incorrect Survey Information - The survey data showed headwalls but instead are MES

Highway 97 - Phase I  
Change Order #1 03-09-16

Bid Item No.	Description	Quantity	Units	Roads, Inc		Change Order 2	CO 2 Total	
				Unit Cost	Total			
52	Remove MES	4	EA	\$107.07	\$428.28			Incorrect Survey Information - The survey data showed headwalls but instead are MES
72	Concrete Ditch Removal and Replacement, Includes Earthwork and Grading	174	SY	\$117.06	\$20,368.44			Incorrect Survey Information - The survey data for CR 297-A and Highway 97 were not created by the same company and upon installation of the structure outfall at CR 297-A, the contractor realized the invert of the existing ditch was over 2' higher than listed on the plans. For this reason, the concrete ditch along CR 297-A must be lowered in order for the drainage design on Highway 97 to work properly. Hammond Engineering did not survey this area. The survey data used was from the International Paper construction work in 2010.
73	Modify Existing 9'x5' Stormwater Inlet	1	EA	\$4,909.45	\$4,909.45			Incorrect Survey Information - The existing inlet along CR 297-A must be modified to match the ditch that has to be lowered.
						Total		

Change Order Total   
Change   
New Contract Total

\$2,298,003.52

**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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[ 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 ]

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[ 182328 FAX: 850-968-0996 ]  
 ROADS INC OF NWF  
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[ ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505 ]  
 ATTN: ROBIN LAMBERT ]

ORDER DATE: 07/20/15 BUYER: ANGELA HOLBROOK REQ. NO.: 15001653 REQ. DATE: 07/17/15

TERMS: NET 30 DAYS F.O.B.: DESC.: CHANGE ORDER - 3

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT CONTRACT PD 14-15.050	RFF for funding and time. During the pipe replacement at Devine Farms Road, Roads Inc encountered an inlet and pipe system that was not located on the survey. This system was separate from the pipe that crossed Devine Farms Road. Since this was not discovered until the excavation had begun, preapproval was requested and received to keep the project moving. The additional funding needed will be \$2,570.00 for a new contract amount of \$2,298,003.52. There have been 25 weather days requested from the onset of construction through May 31st. Roads, Inc is also requesting an additional 35 days to complete the items that were added to change order #1 (attached). Change Order #2 adjusted items that were approved in Change Order #1 to the correct prices. The additional time was warranted but not requested at the time the change order was processed. The new contract completion date will be December 14, 2016. CIP: Highway 97 Phase 1 PHASE I ROADWAY WIDENING AND DRAINAGE IMPROVEMENTS" BCC APPROVAL 07/07/2015	2570.0000	2,570.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	2,570.00
01	210107 56301	2,570.00	08EN0115	<b>TOTAL \$</b>	<b>2,570.00</b>

**APPROVED BY** 

## ***Change Order Checklist***

- Vendor Name: Roads, Inc. of NWF
- Purchase Order Number: 151416
- Change Order Number: 3
- Project Name: Highway 97 Widening and Drainage Improvements

- Board Recommendation: Original Board Approval 7/7/2015
- Resume Page: attached
- Funding Source: Fund 352 "LOST III"
- Breakdown of Project Costs: n/a
- Additional Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 182328
Project Number: 08EN0115
Department: Public Works/Engineering

Vendor Name: Roads, Inc. of NWF
P.O. Number: 151416
P.D. Number: 14-15.050
C.O. Number: 3
Date: 08/19/16

Notes for Modifying the Scope of Award:

RFF for funding and time. During the pipe replacement at Devine Farms Road, Roads Inc encountered an inlet and pipe system that was not located on the survey. This system was separate from the pipe that crossed Devine Farms Road. Since this was not discovered until the excavation had begun, preapproval was requested and received to keep the project moving. The additional funding needed will be \$2,570.00 for a new contract amount of \$2,298,003.52. There have been 25 weather days requested from the onset of construction through May 31st. Roads, Inc is also requesting an additional 35 days to complete the items that were added to change order #1 (attached). Change Order #2 adjusted items that were approved in Change Order #1 to the correct prices. The additional time was warranted but not requested at the time the change order was processed. The new contract completion date will be December 14, 2016.

CIP: Highway 97 Phase 1

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1
Deleting Dollars from Line Item No:
Quantity Adjustment:
Amount: \$2,570.00

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)
Previous Purchase Order Total Dollars: \$2,298,003.52
Net Dollars added or subtracted: \$2,570.00
New Purchase Order Total Dollars: \$2,300,573.52
Previous Contract Total Dollars: \$2,298,003.52
Net Dollars added or subtracted: \$2,570.00
New Contract Total Dollars: \$2,300,573.52

Table with 5 columns: Cost Center, Object Code, Project Number, + / - Change, Dollar Amount. Row 1: 210107, 56301, 08EN0115, \$2,570.00, \$2,300,573.52

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

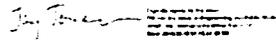
Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been increased to the new contract amount.

Request Prepared By: [Signature] Date:
Contract Administrator's Certification & Approval: [Signature] Date:
Department Director: [Signature] Date:
F0020 (Revised 1/31/2008)

Digitally signed by Robin A Lambert
Digitally signed by Joy D. Blackmon, P.E.
Date: 2016.08.25 08:58:05 -05'00'

**ESCAMBIA COUNTY ENGINEERING DEPARTMENT  
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: Highway 97, Phase I  
 Project ID: ENG1429  
 Location: CR 297-A to Sandicrest  
 Project Manager: Elizabeth Bush  
 Date: 8/2/2016

  
 \_\_\_\_\_  
 Signature Approval, Division Chief

This section to be completed by Project Managers:

**DESCRIPTION OF REQUEST**

RFF for funding and time. During the pipe replacement at Devine Farms Road, Roads Inc encountered an inlet and pipe system that was not located on the survey. This system was separate from the pipe that crossed Devine Farms Road. Since this was not discovered until the excavation had begun, preapproval was requested and received to keep the project moving. The additional funding needed will be \$2,570.00 for a new contract amount of \$2,171,385.15. There have been 25 weather days requested from the onset of construction through May 31st. Roads, Inc is also requesting an additional 35 days to complete the items that were added to change order #1. The additional time was warranted but not requested at the time the change order was processed. The new contract completion date will be December 14, 2016.

Attached backup documentation 27 page (s).  
 RFF/NTP/Time Extension Start Date 10/15/2016  
 Time shall be increased/decreased by 60 calendar days.  
 New completion date 12/14/2016

	Obligated	Required
Balance of CIP Project	_____	_____
Funds for Original Construction Contract	_____	_____
Funds for Construction CO# <u>3</u>	_____	\$ <u>2,570.00</u>
Contract PD _____ Contractor <u>Roads, Inc.</u>	_____	_____
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	_____	_____
Contract PD _____ Consultant _____	_____	_____
Funds for Permit Fees	_____	_____
Contract PD _____ Agency _____	_____	_____
Funds for Land Purchases	_____	_____
Contract PD _____ Owner _____	_____	_____
Funds for Title Work	_____	_____
Contract PD _____ Company _____	_____	_____
Contract PD _____ Contractor _____	_____	_____
Funds for _____	_____	_____
<b>Now Balance of CIP Project</b>	\$ -	\$ (2,570.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:	_____	_____	_____	_____
To:	_____	_____	_____	_____
			Transfer	_____

County Engineer Signature \_\_\_\_\_ Transferred by \_\_\_\_\_ Transfer Date \_\_\_\_\_

Posted to Expedition  
 Date: \_\_\_\_\_

**CONSTRUCTION CHANGE ORDER**

Change Order Number 3 Contractor Number PD \_\_\_\_\_

Date: 08-03-16 Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_

Project Name: Highway 97 - Phase I

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ <u>2,168,815.15</u>	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ <u>2,570.00</u>	_____
Adjusted Agreement Amount	\$ _____	_____

This contract substantial completion date will be increased/decreased by 60 calendar days due to the Change Order. The new contract substantial completion date is 12-18-16. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: August 8 2016

By: [Signature]  
Contractor

By: \_\_\_\_\_  
Engineer

By: \_\_\_\_\_  
Owner

**Liz Bush**

---

**From:** Marcellette Gardner, PE <MGardner@drmp.com>  
**Sent:** Friday, July 22, 2016 1:27 PM  
**To:** Josh Haggard; Liz Bush  
**Cc:** Erica Jernigan, PE; Richard Burleson; Kendon Saucier; Joy Jones  
**Subject:** RE: Hwy 97 Pre-Approval for Unforeseen Abandon Structure

Liz

Please see Roads Inc. fee request below. DRMP concurs with the request of \$650.00 for structure removal and \$1920.00 for corrugated metal pipe removal, totaling \$2,570.00. To clarify the justification for payment of this structure and pipe, please make note this is not the pipe which was to be removed per the plans. The corrugated metal pipe in which Roads Inc. is requesting reimbursement was attached to the abandoned structure. The pipe removed per plan at Devine Farms Road was RCP.

Please let me know if you concur with fee request. Thanks in advance.

Sincerely,

**Marcellette Gardner, PE | Project Administrator**  
Main: 850.469.9077 Fax: 850.469.9073  
[MGardner@drmp.com](mailto:MGardner@drmp.com)

**DRMP, Inc.** | Engineers. Surveyors. Planners. Scientists.  
700 South Palafox Street, Suite 160, Pensacola, FLA 32502 | [www.drmp.com](http://www.drmp.com)

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**From:** Josh Haggard [<mailto:Josh@roadsinc.com>]  
**Sent:** Friday, July 22, 2016 11:33 AM  
**To:** Liz Bush; Marcellette Gardner, PE  
**Cc:** Erica Jernigan, PE; Richard Burleson; Kendon Saucier; Joy Jones  
**Subject:** RE: Hwy 97 Pre-Approval for Unforeseen Abandon Structure

Liz,

\$650 for structure removal and \$12 per lf of pipe removal. We estimate approx. 160 lf of pipe.

Thank you,  
Josh Haggard  
Roads, Inc. of NWF  
850-968-0991

Please excuse any grammatical errors as this was sent via my cellular device.

----- Original message -----

From: Liz Bush <[mebush@co.escambia.fl.us](mailto:mebush@co.escambia.fl.us)>

Date: 7/22/16 11:09 AM (GMT-06:00)

To: "Marcellette Gardner, PE" <[MGardner@drmp.com](mailto:MGardner@drmp.com)>

Cc: Liz Bush <[mebush@co.escambia.fl.us](mailto:mebush@co.escambia.fl.us)>, "Erica Jernigan, PE" <[EJernigan@drmp.com](mailto:EJernigan@drmp.com)>, Richard Burleson <[RBurleson@drmp.com](mailto:RBurleson@drmp.com)>, Josh Haggard <[Josh@roadsinc.com](mailto:Josh@roadsinc.com)>, Kendon Saucier <[KSaucier@drmp.com](mailto:KSaucier@drmp.com)>, Joy Jones <[DJJONES@co.escambia.fl.us](mailto:DJJONES@co.escambia.fl.us)>

Subject: Re: Hwy 97 Pre-Approval for Unforeseen Abandon Structure

Everyone,

I've received verbal approval from Joy Jones for the change, but still need the cost ASAP.

Liz

*Sent from my Verizon Wireless 4G LTE DROID*

"Marcellette Gardner, PE" <[MGardner@drmp.com](mailto:MGardner@drmp.com)> wrote:

Liz-

An abandon structure was discovered during excavation to install pipe across Devine Farms Road. This structure is located where the new pipe is to be installed per the plans. This structure needs to be removed to continue installation of the pipe and time is of importance since special arrangement/coordination was made to accommodate Cater Crane's Rigs entering and exiting in this location. Your approval is requested.

Thanks in advance.

Sincerely,

**Marcellette Gardner, PE** | Project Administrator  
Main: 850.469.9077 | Fax: 850.469.9073  
[MGardner@drmp.com](mailto:MGardner@drmp.com)

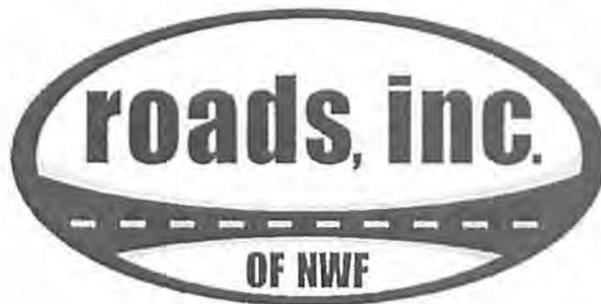
**DRMP, Inc.** | Engineers, Surveyors, Planners, Scientists.  
700 South Palafox Street, Suite 160, Pensacola, FL 32502 | [www.drmp.com](http://www.drmp.com)

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---

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Liz Bush & Marcellette Gardner  
Escambia County Engineering Division of Public Works  
3363 West Park Place  
Pensacola, Fl. 32505

October 23, 2015

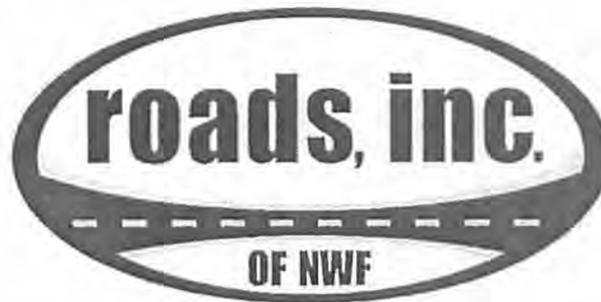
Attention: Liz Bush

Roads Inc. of NWF would like to request a rain day on 10-22-15 (Thursday) for HWY 97.

Sincerely,

Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
brett@roadsinc.com



Liz Bush & Marcellette Gardner  
Escambia County Engineering Division of Public Works  
3363 West Park Place  
Pensacola, FL 32505

November 10, 2015

Attention: Liz Bush

Roads Inc. of NWF would like to request a rain day on 11-9-15 (Wednesday) for HWY 97.

Sincerely,

Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
brett@roadsinc.com



Liz Bush & Marcellette Gardner  
Escambia County Engineering Division of Public Works  
3363 West Park Place  
Pensacola, FL, 32505

November 20, 2015

Attention: Liz Bush

Roads Inc. of NWF would like to request a rain day on 11-18-15 (Wednesday) for HWY 97.

Sincerely,

Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
brett@roadsinc.com



Liz Bush & Marcellette Gardner  
Escambia County Engineering Division of Public Works  
3363 West Park Place  
Pensacola, Fl. 32505

December 15, 2015

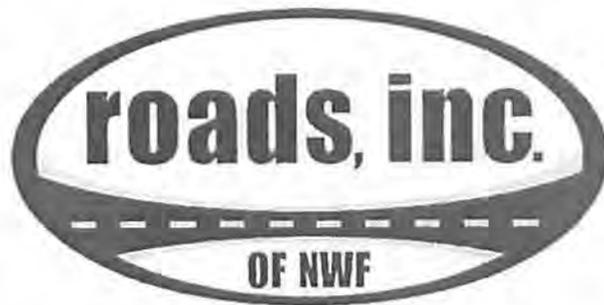
Attention: Liz Bush

Roads Inc. of NWF would like to request a rain day on 12-14-15 (Monday) for HWY 97.

Sincerely,

Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
brett@roadsinc.com



Liz Bush & Marcellette Gardner  
Escambia County Engineering Division of Public Works  
3363 West Park Place  
Pensacola, Fl. 32505

December 18, 2015

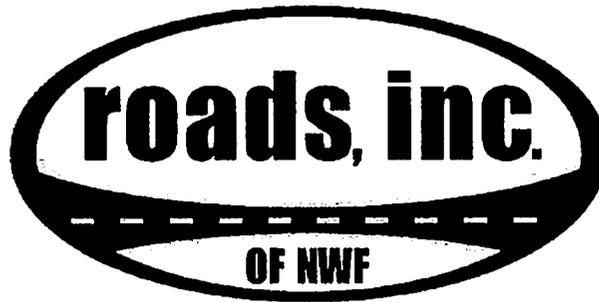
Attention: Liz Bush

Roads Inc. of NWF would like to request a rain day on 12-17-15 (Thursday) for HWY 97.

Sincerely,

Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
brett@roadsinc.com



Liz Bush & Marcellette Gardner  
Escambia County Engineering Division of Public Works  
3363 West Park Place  
Pensacola, Fl. 32505

December 22, 2015

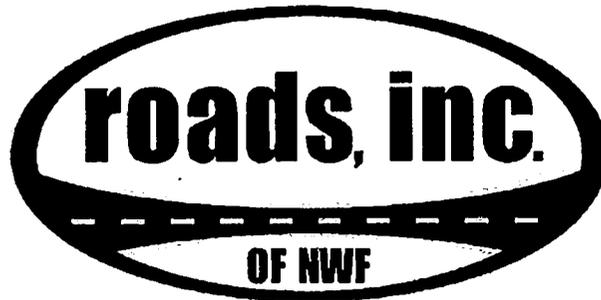
Attention: Liz Bush

Roads Inc. of NWF would like to request a rain day on 12-22-15 (Tuesday) for HWY 97.

Sincerely,

Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
brett@roadsinc.com



Liz Bush & Marcellette Gardner  
Escambia County Engineering Division of Public Works  
3363 West Park Place  
Pensacola, Fl. 32505

January 25, 2016

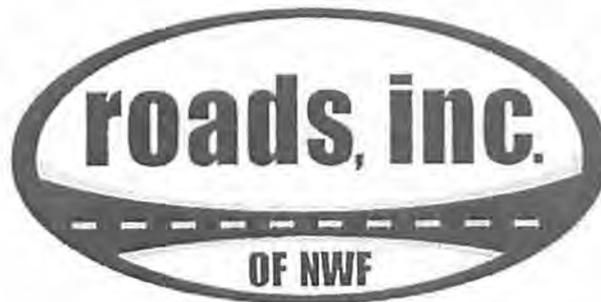
Attention: Liz Bush

Roads Inc. of NWF would like to request a rain day on 1-22-16 (Friday) for HWY 97.

Sincerely,

Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
brett@roadsinc.com



Liz Bush & Marcellette Gardner  
Escambia County Engineering Division of Public Works  
3363 West Park Place  
Pensacola, Fl. 32505

January 29, 2016

Attention: Liz Bush

Roads Inc. of NWF would like to request a rain day on 1-27-16 (Wednesday) for HWY 97.

Sincerely,

Brett Moylan  
Vice-President, C.O.O.

106 Stone Blvd.  
Cantonment, FL 32533  
Office# 850-968-0991  
Fax# 850-968-0996  
brett@roadsinc.com

**roads, inc.**

OF NWF

106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

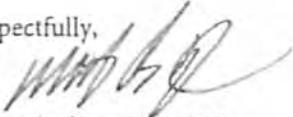
March 12, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request a rain and recovery day for 3-11-2016 and 3-12-2016.

Please advise.

Respectfully,

  
Brett Moylan, VP - COO  
Roads, Inc. of NWF



106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

March 12, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request a rain and recovery day for 3-11-2016 and 3-12-2016.

Please advise.

Respectfully,

A handwritten signature in black ink, appearing to read "Brett Moylan", is written over the word "Respectfully,".

Brett Moylan, VP - COO  
Roads, Inc. of NWF



106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
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Pensacola, FL 32505

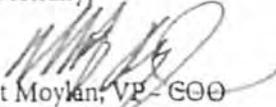
March 19, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 3-17-2016, 3-18-2016, and 3-19-2016.

Please advise.

Respectfully,

  
Brett Moylan, VP - COO  
Roads, Inc. of NWF

The logo for roads, inc. is an oval shape with a stylized road and dashed lines inside. The text "roads, inc." is written in a bold, lowercase font across the top of the oval, and "OF NWF" is written in a smaller font across the bottom.

**roads, inc.**

OF NWF

106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

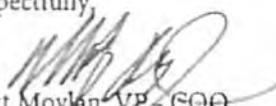
March 19, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 3-17-2016, 3-18-2016, and 3-19-2016.

Please advise.

Respectfully,

A handwritten signature in black ink, appearing to read "Brett Moylan".

Brett Moylan, VP - GOO  
Roads, Inc. of NWF



106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

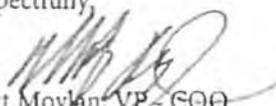
March 19, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 3-17-2016, 3-18-2016, and 3-19-2016.

Please advise.

Respectfully,

  
Brett Moylan, VP - COO  
Roads, Inc. of NWF



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850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

March 25, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully a rain day and a recovery day for 3-24-2016, and 3-25-2016.

Please advise.

Respectfully,

A handwritten signature in black ink, appearing to read "Brett Moylan", is written over the word "Respectfully,".

Brett Moylan, VP - COO  
Roads, Inc. of NWF



106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
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3363 W Park Place  
Pensacola, FL 32505

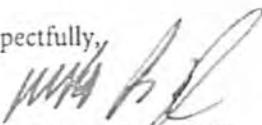
March 25, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully a rain day and a recovery day for 3-24-2016, and 3-25-2016.

Please advise.

Respectfully,



Brett Moylan, VP - COO  
Roads, Inc. of NWF

**roads, inc.**

OF NWF

106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
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3363 W Park Place  
Pensacola, FL 32505

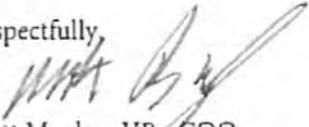
March 28, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 3-26-2016, 3-27-2016, and 3-28-2016.

Please advise.

Respectfully,

  
Brett Moylan, VP - COO  
Roads, Inc. of NWF



106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

March 28, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 3-26-2016, 3-27-2016, and 3-28-2016.

Please advise.

Respectfully,

  
Brett Moylan, VP COO  
Roads, Inc. of NWF

**roads, inc.**

OF NWF

106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

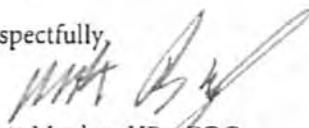
March 28, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 3-26-2016, 3-27-2016, and 3-28-2016.

Please advise.

Respectfully,

  
Brett Moylan, VP-COO  
Roads, Inc. of NWF



106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

April 15, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 4-13-2016, 4-14-2016, and 4-15-2016.

Please advise.

Respectfully,

A handwritten signature in black ink, appearing to read "Brett Moylan", is written over the word "Respectfully,".

Brett Moylan, VP - COO  
Roads, Inc. of NWF



roads, inc.

OF NWF

106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
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3363 W Park Place  
Pensacola, FL 32505

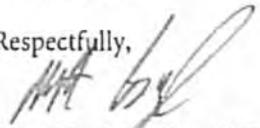
April 15, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 4-13-2016, 4-14-2016, and 4-15-2016.

Please advise.

Respectfully,



Brett Moylan, VP - COO  
Roads, Inc. of NWF

**roads, inc.**

OF NWF

106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

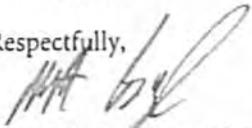
April 15, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully request 2 rain days and a recovery day for 4-13-2016, 4-14-2016, and 4-15-2016.

Please advise.

Respectfully,

  
Brett Moylan, VP - COO  
Roads, Inc. of NWF



106 Stone Blvd. Cantonment, FL 32533  
850 968 0991 850 968 0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

April 23, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully a rain day and a recovery day for 4-22-2016, and 4-23-2016.

Please advise.

Respectfully,

A handwritten signature in black ink, appearing to read "Brett Moylan", is written over the word "Respectfully,".

Brett Moylan, VP - COO  
Roads, Inc. of NWF



roads, inc.

OF NWF

106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

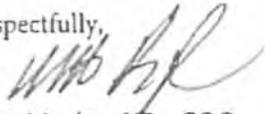
April 23, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully a rain day and a recovery day for 4-22-2016, and 4-23-2016.

Please advise.

Respectfully,



Brett Moylan, VP - COO  
Roads, Inc. of NWF

The logo for roads, inc. is an oval shape with a road-like pattern inside. The text "roads, inc." is written in a bold, lowercase font across the top of the oval, and "OF NWF" is written in a smaller font across the bottom.

OF NWF

106 Stone Blvd. Cantonment, FL 32533  
850-968-0991 850-968-0996 fax

Escambia County FL Engineering Department  
Attn: Nick Chauvin, TJ Williams, Derek Fox, Terry Berry, Sharon Johnson, and Liz Bush  
3363 W Park Place  
Pensacola, FL 32505

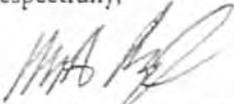
April 29, 2016

To all,

I am writing this letter on behalf of Roads, Inc. of NWF, to respectfully a rain day for  
4-28-2016. We were unable to work due to major lightning.

Please advise.

Respectfully,

A handwritten signature in black ink, appearing to read "Brett Moylan".

Brett Moylan, VP - COO  
Roads, Inc. of NWF

## Liz Bush

---

**From:** Josh Haggard <Josh@roadsinc.com>  
**Sent:** Friday, May 20, 2016 4:46 PM  
**To:** Nick Chauvin; Liz Bush; Sharon Johnson; Thomas J. Williams; Thomas J. Williams; Derek Fox; Terri Berry  
**Cc:** Brett; James E. Duncan; David Abbott; Kevin Johnson  
**Subject:** RE: Multi-project Rain Request

To all,

Roads, Inc. of NWF is requesting a rain day for today, Friday, May 20, 2016 for all of our projects. Please let me know if this email is sufficient or if you need anything else.

**Thank you,**

*Josh Haggard*  
**Estimator/Project Manager**



**106 stone blvd. cantonment, fl 32533**  
**Phone: (850) 968-0991**  
**Fax: (850) 968-0996**

**From:** Josh Haggard  
**Sent:** Friday, April 29, 2016 10:16 AM  
**To:** 'nick\_chauvin@myescambia.com' <nick\_chauvin@myescambia.com>; Liz Bush <mebush@co.escambia.fl.us>; 'Sharon Johnson' <sjohnson2@co.escambia.fl.us>; TJ Williams <TJWilliams@myescambia.com>; 'Thomas J. Williams' <tjwilliams@co.escambia.fl.us>; 'Derek Fox' <dfox@co.escambia.fl.us>; 'terri\_berry@myescambia.com' <terri\_berry@myescambia.com>  
**Cc:** Brett <Brett@roadsinc.com>; JEDUNCAN@co.escambia.fl.us  
**Subject:** Multi-project Rain Request

To all,

See attached letters requesting rain and recovery days for the month of March and April. As you all know Brett has had some health issues, so I wanted to insure that you have these in hand.

I have also included a request for yesterday that will NOT require a recovery day. We were unable to work due to major lightning.

Brett should be back full swing Monday, but feel free to utilize me as a back-up contact if anything comes up prior to then.

**Thank you,**

*Josh Haggard*  
**Estimator/Project Manager**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-10916

County Administrator's Report 10. 1.

BCC Regular Meeting

Discussion

Meeting Date: 09/22/2016

Issue: Memorandum of Understanding between Escambia County Fire Rescue and Patti Marine Enterprises

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning a Memorandum of Understanding by and between Escambia County Fire Rescue and Patti Marine Enterprises - Michael Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between Escambia County Fire Rescue (ECFR) and Patti Marine Enterprises, Inc. (PME), that identifies parameters, roles, and responsibilities for mutual aid support services that may be requested by PME and training opportunities that may be provided to ECFR by PME.

**BACKGROUND:**

Escambia County Fire Rescue (ECFR) desires the use of confined spaces for enclosed space entry exercises to assist in the training of ECFR firefighters. Patti Marine Enterprises (PME) desires the cooperation of ECFR as safety support and consent to allow ECFR use of PME structures for training purposes. ECFR and PME have mutually agreed to this MOU. The original agreement between ECFR and PME was approved 5/21/2015. The terms in this agreement has been extended from 1 year to 3 years, with the option to automatically renew for two additional one year terms, with a maximum duration of 5 years from the date of commencement.

**BUDGETARY IMPACT:**

There are no recurring or automatic expenses associated with this MOU.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Meredith Crawford approved the MOU as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy requires such documents to be approved by it.

**IMPLEMENTATION/COORDINATION:**

Oversight and any potential implication of the MOU will be coordinated by Capt. Craig Ammons, Escambia County Fire Rescue, in cooperation with PME.

---

**Attachments**

Patti MOU

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**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
BETWEEN ESCAMBIA COUNTY FIRE RESCUE, ESCAMBIA  
COUNTY, FLORIDA AND PATTI MARINE ENTERPRISES, INC.**

This Amendment to Memorandum of Understanding is entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between Escambia County Fire Rescue, (hereinafter referred to as "ECFR") and Patti Marine Enterprises, Inc. (hereinafter referred to as "PME").

**WITNESSETH:**

**WHEREAS**, ECFR desires the use of confined spaces for enclosed space entry exercises to assist in the training of ECFR firefighters; and

**WHEREAS**, PME, a local shipbuilder, desires the cooperation of ECFR as safety support to PME in fulfilling PME's responsibilities under the OSHA Confined Space Entry Standard; and

**WHEREAS**, PME consents to allow ECFR use of their structures for training purposes; and

**WHEREAS**, PME agrees to hold harmless and release ECFR from any and all liability that may arise from ECFR training exercises; and

**WHEREAS**, on or about May 21, 2015, the Parties previously entered into a Memorandum of Understanding establishing the conditions, extent, and mechanism whereby the Parties agreed to cooperatively work together in support of ongoing knowledge, training, and skill development for confined space rescues and the Parties desire to continue their relationship.

**NOW, THEREFORE**, it is mutually agreed that the Parties enter into this Amendment to the Memorandum of Understanding dated May 21, 2015, subject to the terms and conditions recited below:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That Section 9. "Term" is amended as follows:

9. Term. It is understood and agreed that the relationship established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall continue for a term of ~~one (1)~~ year three (3) years with the option to automatically renew for two additional one (1) year terms, unless otherwise terminated, suspended or modified in writing by an appropriate amendment

executed by both parties. In no event shall the term of this agreement exceed the duration of ~~three (3)~~ five (5) years from the date of commencement.

3. That the Parties hereby agree that all other terms and conditions of the Memorandum of Understanding dated May 21, 2015, not in conflict with the provision of this Amendment shall remain in full force and effect.

4. That this 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 matter which is a subject of this Agreement shall be in the County of Escambia.

5. That 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 it did not contain such invalid or unenforceable portion or provision.

6. That this Amendment to the Memorandum of Understanding shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida by and through its Board of County Commissioners signing by and through its Chairman who is authorized to execute the same and Patti Marine Enterprises, Inc. by and through its Owner authorized to execute the same.

**Escambia County Florida**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

Date: \_\_\_\_\_  
BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk  
(Seal)

Approved as to form and legal sufficiency.

By/Title: C. Crawford, ACA  
Date: 8/23/16

**PATTI MARINE ENTERPRISES, INC.**

By: \_\_\_\_\_  
Frank Patti, Owner

ATTEST: CORPORATE SECRETARY

By: \_\_\_\_\_  
Secretary  
(SEAL)

Date: \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-10908** **County Administrator's Report** **10.2.**  
**BCC Regular Meeting** **Discussion**

**Meeting Date:** 09/22/2016

**Issue:** Contribution to the Pensacola Heritage Foundation/Galvez Statue

**From:** Amy Lovoy, Assistant County Administrator

**Organization:** Board of County Commissioners

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning \$50,000 Contribution to the Pensacola Heritage Foundation for the Construction and Placement of a Galvez Statue - Commissioner Grover C. Robinson IV, District IV

That the Board approve a \$50,000 allocation from the District IV Discretionary LOST III funds to the Pensacola Heritage Foundation for the construction and placement of a full-size bronze statue of Bernardo de Galvez in the public median located at Palafox and Wright Streets.

[Funding Source: Fund 352, LOST III]

**BACKGROUND:**

In the planning of the current round of Local Option Sales Tax the Board allocated \$5,000,000 to be spent at the discretion of the district commissioner. Each district with the exception of District 4 has expended these funds. (See Attached) District 4 has a remaining balance of \$50,000.

The District 4 commissioner wishes to contribute these funds to the Pensacola Heritage Foundation for the construction and placement of a bronze equestrian statue in downtown Pensacola.

**BUDGETARY IMPACT:**

This recommendation will authorize the allocation of \$50,000 from the District 4 discretionary pool for the aforementioned purpose.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Galvez Proposal

PHF Financials

District Project Recap

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Officers

President -Jim Green  
Vice President Barbara Fitzpatrick  
Secretary/Treasurer – Tim Kane  
Past President--- -Bill Williams  
Board Members  
Alice Ward  
Amelia Asmar  
Barbara Fitzpatrick



"Unlocking Our Past"

Mission Statement

Preserving heritage through  
advocacy, education and  
community involvement

Grover C. Robinson  
County Commissioner, District 4  
221 Palafox Place, Suite 400  
Pensacola, Florida, 32502  
Dear Commissioner Robinson

August 12, 2016

Thanks you for seeing me and Mr John LeRoy the other day. Please find attached a request for funds to support Pensacola Heritage Foundation project for public art and education by erection a full size bronze equestrian statue of Bernado de Galvez. The attachment includes a description of project and pictures of the renderings of the completed project plus pictures of progress on the sculpture. If you have any questions please give me a call.

Sincerely

A handwritten signature in blue ink that reads "Jim Green". The signature is fluid and cursive.

Jim Green  
President Pensacola Heritage Foundation

In 2014, the PENSACOLA HERITAGE FOUNDATION (PHF) agreed with the city of Pensacola's request to develop a series of statues, green spaces, and monuments that would reflect our common mission of displaying public art, preserving our unique history, recognizing our international cultural heritage, and attracting historical tourism.

General Bernardo de Gálvez was chosen for the first monument because he was instrumental in driving the British out of Pensacola during one of the longest sieges of the American Revolution, the Battle of Pensacola. He was recognized as an "Honorary Floridian" in 2012 and in 2015 was made an "Honorary Citizen of the United States." (There have only been eight to receive such an honor.) His birthplace, Macharaviaya, Spain, and Pensacola are Sister Cities. The monument will be a life-sized bronze equestrian statue of Gálvez in the median at Palafox and Wright streets, riding north as if to accept Fort George from the British. Sculptor Captain Bob Rasmussen is now preparing the full size sculpture and architect Dio Perera is completing the design for the monument base. The completed project will cost \$400,000.

The "General Bernardo de Galvez Monument" will be a welcoming beacon to the City of Pensacola and to all who begin their journey to Downtown Pensacola much like the Statue of Liberty was to the many immigrants who passed through Ellis Island years ago.

Our goals will be accomplished through a partnership of the PENSACOLA HERITAGE FOUNDATION, the Mayor and City Council, the Escambia County Commissioners, the architects, sculptors, board members, friends, supporters, business leaders, the public and those who join us through donations to preserve and acknowledge the richness of Pensacola history.

Early recognition of General Bernardo de Gálvez began in 1981, when J. Earle Bowden and Honorary Vice Consul of Spain, Maria Davis hosted the 200<sup>th</sup> anniversary of the Battle of Pensacola. The King of Spain provided a bust of the General that now sits on the property of Fort George up the hill from the proposed monument of the General. Starting in 2012, by City of Pensacola proclamation, the weeklong Gálvez Celebration in Pensacola recognizes the events of the final Battle of Pensacola, May 8, 1781:

*...On May 10, 1781, the flag of Great Britain was lowered at the site of Ft. George in Pensacola and the victorious Spanish Army commanded by General Bernardo de Gálvez accepted the return of West Florida to Spanish Sovereignty. This crucial victory contributed to the eventual triumph of the American Revolution when General George Washington's forces won the Battle of Yorktown...*

The statue of Gálvez will present a visual depiction of the impact of the Battle of Pensacola to the public every day. Each May, Honorary Spanish Vice Consul Maria Davis hosts dignitaries from Macharaviaya, Malaga, as well as Spain's Consul General to Pensacola for a weeklong visit to celebrate Gálvez. The City Council and the County Commission are honorary sponsors of these events meeting with the visiting luminaries. This treasured friendship between countries will support cultural tourism and help the residents of Pensacola and the surrounding area to enhance an international and State of Florida good will relationship with our Spanish heritage. This

stunning public art will offer an intriguing historical mystery to the city and its image as one of the first settlements in America. Additionally, the citizens of Spain are eagerly following this statue's appearance in our city which follows the recent placement of a portrait of Gálvez in the halls of Congress. When this monument is completed, the world will know that Pensacola has not forgotten Spain's "Battle of Pensacola," nor the dedication of its soldiers who died in support of our American Revolution.

General Gálvez was an important factor to the history of Pensacola, the Gulf Coast and the American Revolution. However, few people in this area are even aware of who he was and why he is so important to our history and heritage. Since the mission of PHF is to "Preserve and Educate" the public, we think it is very fitting for this city to bring his accomplishments to the forefront. By erecting this equestrian statue in such a public setting, it will bring attention to General Gálvez and will preserve this important part of Pensacola's heritage. Since General Gálvez was involved in four major battles along the gulf coast, this will also attract the historic tourist to come and learn about this important person.

Our target population is two-fold: Local residents and Cultural/Heritage Travelers. The population of the Pensacola Standard Metropolitan Statistical Area, which includes both Escambia and Santa Rosa Counties, was approximately 450,000 according to the 2010 census. Of that, approximately 70,600 are students in the Escambia County and Santa Rosa County school systems. Many of these students will be brought to Historic Pensacola on field trips with their classes and will see a magnificent equestrian monument to General Gálvez.

In addition, according to Louisiana State University's Louisiana Tourism Data Resources and Demographic Outlook – U.S. and Primary Southern Market States, 79 million Baby Boomers will be retiring over the next 10 years in all population segments. Many of them are better educated, information-seeking consumers with sizeable disposable incomes and are interested in Cultural/Heritage experiences in quaint.

We stand to see improvement in the well-being and charming ambiance of Downtown Pensacola as every Fiesta Parade passes, and as school field trips, parents, friends, neighbors, our military, nearby businesses, and tourists all rally to learn the importance of Bernardo de Galvez, who put his life on the line and those in his command to preserve Pensacola. It is through recognition of our past that we can build and preserve our future.

On behalf of the PENSACOLA HERITAGE FOUNDATION, a 501c3 foundation, I am requesting that the Escambia County Commissioners support this world-class project with a contribution of \$50,000 to help complete this public display of art, representing the culture and history of Pensacola, the State of Florida and most importantly, the new nation for which Spanish General Gálvez fought.

Sincerely

A handwritten signature in blue ink, appearing to read "B. J. Green". The signature is fluid and cursive, with the first name "B. J." and the last name "Green" clearly distinguishable.

B. J. Green,

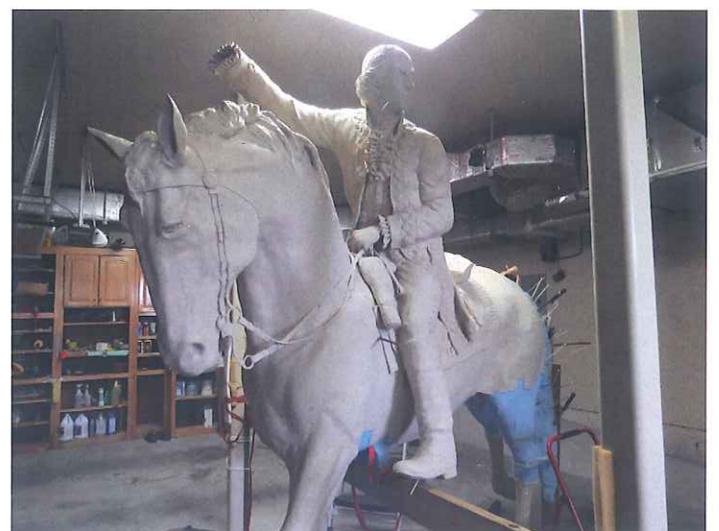
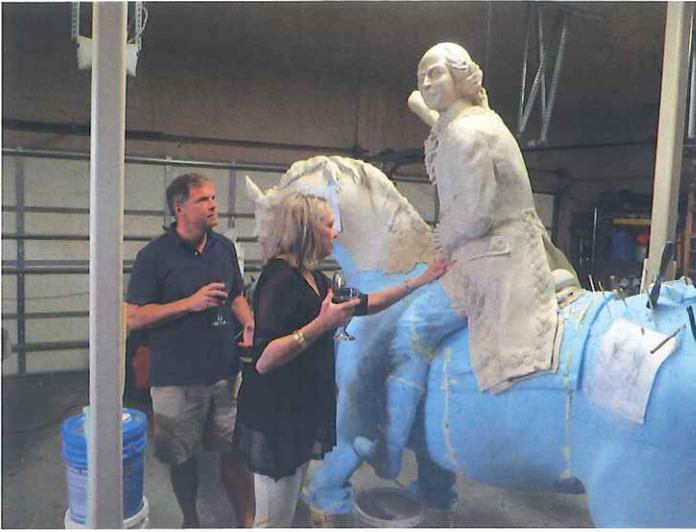
President,

PENSACOLA HERITAGE FOUNDATION





# STATUE PROGRES





RECEIVED

AUG 18 2016

Commissioner Grover Robinson

County Commissioner District 4

August 17, 2016  
COUNTY COMMISSIONER

Dear Grover,

I have attached some of the financial data for the Pensacola Heritage Foundation and the Galvez Project. I thought you may need some of this information for our request for funding. If you need more information please let me know.



Jim Green

President, Pensacola Heritage

850-384-8353 (c)

Budget for Project 2015, 2016 Activity

Profit & Loss for Foundation including Galvez 2016

Profit & Loss Comparison July 2015 2016

Pensacola Heritage Foundation, Inc.  
Galvez Statue Project Budget

	Total Budget	2015 Activity	Estimated 2016 Activity	Total Project Activity
<b>INCOME</b>				
Donations	400,000	30,000	370,000	400,000
Total income	400,000	30,000	370,000	400,000
<b>EXPENSES</b>				
Architecture	10,000	6,000	4,000	10,000
Consulting	3,000		3,000	3,000
Contingency	47,000		47,000	47,000
Equipment lease	3,000		3,000	3,000
Fund raising	20,000		20,000	20,000
Marketing	2,000		2,000	2,000
Miscellaneous	1,000		1,000	1,000
Monument/Landscaping	150,000		150,000	150,000
Postage	1,000		1,000	1,000
Printing & Supplies	3,000		3,000	3,000
Statue/Sculpturer	160,000		160,000	160,000
Total Expenses	400,000	6,000	394,000	400,000
<b>NET INCOME</b>	<b>0</b>	<b>24,000</b>	<b>(24,000)</b>	<b>0</b>

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 Cash Basis

**Pensacola Heritage Foundation, Inc.**  
**Profit & Loss Budget Overview**  
 January through December 2016

	<u>Galvez Statue Project</u>	<u>TOTAL</u>
	<u>Jan - Dec 16</u>	<u>Jan - Dec 16</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Donations-Galvez Statue Project	370,000.00	370,000.00
<b>Total Income</b>	370,000.00	370,000.00
<b>Expense</b>		
Galvez Statue Expenses		
Architecture	4,000.00	4,000.00
Consulting	3,000.00	3,000.00
Contingency	47,000.00	47,000.00
Equipment Lease	3,000.00	3,000.00
Fund Raising	20,000.00	20,000.00
Marketing	2,000.00	2,000.00
Miscellaneous	1,000.00	1,000.00
Monument/Landscaping	150,000.00	150,000.00
Postage	1,000.00	1,000.00
Printing & Supplies	3,000.00	3,000.00
Statue/Sculpturer	160,000.00	160,000.00
<b>Total Galvez Statue Expenses</b>	<b>394,000.00</b>	<b>394,000.00</b>
<b>Total Expense</b>	<b>394,000.00</b>	<b>394,000.00</b>
<b>Net Ordinary Income</b>	<b>-24,000.00</b>	<b>-24,000.00</b>
<b>Net Income</b>	<b>-24,000.00</b>	<b>-24,000.00</b>

**Pensacola Heritage Foundation, Inc.**  
**Profit & Loss Budget vs. Actual**  
**January through July 2016**

	Jan - Jul 16	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Appleyard Books Sales	196.00	1,000.00	-804.00
Brunch B'twixt Buildings	0.00	500.00	-500.00
Dividend Income	124.08	165.00	-40.92
Donations	0.00	2,500.00	-2,500.00
Donations-Galvez Statue Project	46,557.50	370,000.00	-323,442.50
Donations-Scholarships	643.50	1,000.00	-356.50
Grant-City of Pensacola	1,250.00		
Interest Income	52.39	90.00	-37.61
July 4th Ticket Sales	5,452.00	5,500.00	-48.00
Lecture Fees	3,690.00	6,500.00	-2,810.00
Membership Dues	2,655.00	7,500.00	-4,845.00
Rental of equipment	1,550.00	800.00	750.00
<b>Total Income</b>	<b>62,170.47</b>	<b>395,555.00</b>	<b>-333,384.53</b>
<b>Expense</b>			
Appleyard Book Printing Expense	1,655.47	1,700.00	-44.53
Board Expenses	172.05	300.00	-127.95
Brunch B'twixt Building Expense	0.00	500.00	-500.00
Credit Card Fees	126.81		
Donation Expense	100.00	100.00	0.00
Dues-FL Trust for Historic Pres	75.00	75.00	0.00
E-mail exchange hosting	198.00		
EIOSS Equipment	0.00	800.00	-800.00
<b>Galvez Statue Expenses</b>			
Architecture	1,063.45	4,000.00	-2,936.55
Consulting	0.00	3,000.00	-3,000.00
Contingency	0.00	47,000.00	-47,000.00
Equipment Lease	0.00	3,000.00	-3,000.00
Fund Raising	0.00	20,000.00	-20,000.00
Marketing	0.00	2,000.00	-2,000.00
Miscellaneous	0.00	1,000.00	-1,000.00
Monument/Landscaping	0.00	150,000.00	-150,000.00
Postage	0.00	1,000.00	-1,000.00
Printing & Supplies	464.44	3,000.00	-2,535.56
Statue/Sculpturer	16,300.00	160,000.00	-143,700.00
<b>Total Galvez Statue Expenses</b>	<b>17,827.89</b>	<b>394,000.00</b>	<b>-376,172.11</b>
History Fair Awards	100.00	100.00	0.00
<b>Insurance Expense</b>			
Contents & Liability Insurance	0.00	550.00	-550.00
<b>Total Insurance Expense</b>	<b>0.00</b>	<b>550.00</b>	<b>-550.00</b>
<b>July 4th expenses</b>			
Barkley House Rental	0.00	600.00	-600.00
Barricades	611.00		
Beer and wine	162.04	125.00	37.04
Food	576.39	800.00	-223.61
Insurance	260.00	275.00	-15.00
Port-O-Lets	150.00		
Printing	368.26	375.00	-6.74
Security	250.00	250.00	0.00
Supplies	536.79	300.00	236.79
<b>Total July 4th expenses</b>	<b>2,914.48</b>	<b>2,725.00</b>	<b>189.48</b>
Lecture Expenses	2,548.00	4,900.00	-2,352.00
Memberships - Sam's Club	45.00		
Newsletter Expenses	0.00	400.00	-400.00
Office Equipment	0.00	3,600.00	-3,600.00
Office Rent	2,100.00		
Post Office Box Rental	85.00	165.00	-80.00
Postage	329.70	1,000.00	-670.30
Printing - PHF	0.00	500.00	-500.00

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Cash Basis

**Pensacola Heritage Foundation, Inc.**  
**Profit & Loss Budget vs. Actual**  
 January through July 2016

	Jan - Jul 16	Budget	\$ Over Budget
<b>Russian New Year Expenses</b>			
Beer and Wine	88.57	100.00	-11.43
Donations - PMA	100.00	100.00	0.00
Food	1,320.00	1,300.00	20.00
Insurance	235.00	235.00	0.00
Music	100.00	100.00	0.00
Printing	0.00	275.00	-275.00
<b>Total Russian New Year Expenses</b>	<b>1,843.57</b>	<b>2,110.00</b>	<b>-266.43</b>
Scholarships Paid	2,000.00	2,000.00	0.00
Storage Expense	210.00	360.00	-150.00
Supplies - EIOSS	49.73	100.00	-50.27
Supplies - Office	124.48	1,500.00	-1,375.52
Taxes & Licenses	187.60	250.00	-62.40
Telephone & Internet	349.12	700.00	-350.88
Web Site Design & Maintenance	1,116.25	300.00	816.25
Web Site Hosting	300.00	500.00	-200.00
<b>Total Expense</b>	<b>34,458.15</b>	<b>419,235.00</b>	<b>-384,776.85</b>
<b>Net Ordinary Income</b>	<b>27,712.32</b>	<b>-23,680.00</b>	<b>51,392.32</b>
<b>Net Income</b>	<b>27,712.32</b>	<b>-23,680.00</b>	<b>51,392.32</b>

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 Cash Basis

**Pensacola Heritage Foundation, Inc.**  
**Profit & Loss Prev Year Comparison**  
 January through July 2016

	Jan - Jul 16	Jan - Jul 15	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Appleyard Books Sales	196.00	265.00	-69.00
Dividend Income	124.08	75.20	48.88
Donations	0.00	2,750.00	-2,750.00
Donations-Galvez Statue Project	46,557.50	0.00	46,557.50
Donations-Scholarships	643.50	867.00	-223.50
Grant-City of Pensacola	1,250.00	0.00	1,250.00
Interest Income	52.39	60.08	-7.69
July 4th Sponsorships	0.00	50.00	-50.00
July 4th Ticket Sales	5,452.00	5,535.00	-83.00
Lecture Fees	3,690.00	4,252.00	-562.00
Membership Dues	2,655.00	4,010.00	-1,355.00
Rental of equipment	1,550.00	1,200.00	350.00
<b>Total Income</b>	<b>62,170.47</b>	<b>19,064.28</b>	<b>43,106.19</b>
<b>Expense</b>			
Appleyard Book Printing Expense	1,655.47	0.00	1,655.47
Board Expenses	172.05	0.00	172.05
Credit Card Fees	126.81	0.00	126.81
Donation Expense	100.00	0.00	100.00
Dues-FL Trust for Historic Pres	75.00	75.00	0.00
E-mail exchange hosting	198.00	0.00	198.00
EIOSS Equipment	0.00	2,324.00	-2,324.00
Galvez Statue Expenses			
Architecture	1,063.45	0.00	1,063.45
Printing & Supplies	464.44	0.00	464.44
Statue/Sculpturer	16,300.00	0.00	16,300.00
<b>Total Galvez Statue Expenses</b>	<b>17,827.89</b>	<b>0.00</b>	<b>17,827.89</b>
History Fair Awards	100.00	100.00	0.00
July 4th expenses			
Barkley House Rental	0.00	600.00	-600.00
Barricades	611.00	0.00	611.00
Beer and wine	162.04	116.84	45.20
Food	576.39	799.59	-223.20
Insurance	260.00	260.00	0.00
Port-O-Lets	150.00	0.00	150.00
Printing	368.26	368.26	0.00
Security	250.00	250.00	0.00
Supplies	536.79	290.23	246.56
<b>Total July 4th expenses</b>	<b>2,914.48</b>	<b>2,684.92</b>	<b>229.56</b>
Lecture Expenses	2,548.00	2,657.16	-109.16
Memberships - Sam's Club	45.00	0.00	45.00
Office Rent	2,100.00	950.00	1,150.00
Post Office Box Rental	85.00	73.00	12.00
Postage	329.70	400.28	-70.58
Printing - PHF	0.00	442.80	-442.80
Russian New Year Expenses			
Beer and Wine	88.57	108.00	-19.43
Donations - PMA	100.00	100.00	0.00
Food	1,320.00	1,160.00	160.00
Insurance	235.00	235.00	0.00
Music	100.00	50.00	50.00
Rent	0.00	50.00	-50.00
<b>Total Russian New Year Expenses</b>	<b>1,843.57</b>	<b>1,703.00</b>	<b>140.57</b>

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Cash Basis

**Pensacola Heritage Foundation, Inc.**  
**Profit & Loss Prev Year Comparison**  
**January through July 2016**

	<u>Jan - Jul 16</u>	<u>Jan - Jul 15</u>	<u>\$ Change</u>
Scholarships Paid	2,000.00	0.00	2,000.00
Storage Expense	210.00	210.00	0.00
Supplies - EIOSS	49.73	0.00	49.73
Supplies - Office	124.48	353.02	-228.54
Taxes & Licenses	187.60	156.95	30.65
Telephone & Internet	349.12	116.90	232.22
Web Site Design & Maintenance	1,116.25	0.00	1,116.25
Web Site Hosting	300.00	498.00	-198.00
<b>Total Expense</b>	<u>34,458.15</u>	<u>12,745.03</u>	<u>21,713.12</u>
<b>Net Ordinary Income</b>	<u>27,712.32</u>	<u>6,319.25</u>	<u>21,393.07</u>
<b>Net Income</b>	<u>27,712.32</u>	<u>6,319.25</u>	<u>21,393.07</u>

**Additional Projects**  
**Local Option Sales Tax III**

**District I Projects**

Beulah Road Improvements	\$1,500,000.00
Jackson Avenue, Elysian Drainage Improvements	1,500,000.00
Sidewalks District I	1,000,000.00
Traci, Odgen, Rosarita, Sandy Bay Drainage Improvements	1,000,000.00
<b>Total</b>	<b>5,000,000.00</b>

**District II Projects**

Innerarity Road Sidewalk	0.00
Bailey Middle School Park	150,000.00
Bauer Road (Bailey Middle to Gulf Beach Hwy) Sidewalk	0.00
Gulf Beach Highway Sidewalks	1,800,000.00
Live Oak/Sunset Avenue Sidewalk Project	400,000.00
Coral Creek Drainage	1,000,000.00
Perdido Key Fire Station/VIC Center	1,650,000.00
Elsa Area Drainage	0.00
<b>Total</b>	<b>5,000,000.00</b>

**District III Projects**

Ebonwood Road & Drainage Improvements	1,000,000.00
Englewood Drainage/Neighborhood Improvements	1,000,000.00
Delano Road and Drainage Improvements	2,000,000.00
Avery Street Drainage	1,000,000.00
<b>Total</b>	<b>5,000,000.00</b>

**District IV Projects**

Fairchild Drainage Project	1,000,000.00
Roger Scott	1,000,000.00
Crosswalks/SRI	25,000.00
Enhanced Surveillance	35,000.00
Bus Shelters on SRI	60,000.00
Electrical Improvements SRI	30,000.00
ST Aerospace	800,000.00
Unnamed Project	50,000.00
Ferry Pass, Zone 2 Drainage Project	2,000,000.00
<b>Total</b>	<b>5,000,000.00</b>

**District V Projects**

Highway 297 Drainage	1,772,000.00
Cove Avenue/Barmel Drainage	1,328,000.00
Old Molino School	400,000.00
Eleven Mile Creek Restoration	1,000,000.00
McDavid Community Center	150,000.00
Miracle League Park	100,000.00
Bratt Community Park	250,000.00
<b>Total</b>	<b>5,000,000.00</b>



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11045**

**County Administrator's Report 10.3.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 09/22/2016

**Issue:** Committee for the Selection of the Design/Build Entity for the Design and Construction of the New Correctional Facility

**From:** Jack Brown, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Committee for the Selection of the Design/Build Entity for the Design and Construction of the New Correctional Facility - Jack R. Brown, County Administrator

That the Board appoint two of the following nominees to serve as at-large members on the Committee for the Selection of the Design/Build Entity for the Design and Construction of the New Correctional Facility:

- A. David R. Logan; or
- B. Janice Gilley (pending receipt of Resume); or
- C. Bobbie Price (pending receipt of Resume); or
- D. Dr. Laura Dortch Edler; or
- E. Tony R. McCray, Jr.

**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

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**Attachments**

David R. Logan

Dr. Laura Dortch Edler

Tony R. McCray, Jr.

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# David R. Logan

5908 Bell Ridge Trail ♦ Pensacola, FL 32526 ♦ (850) 393-4217 ♦ drlogan0315@gmail.com

## Summary of Qualifications

Solutions-focused management professional with over 29 years of extensive retail experience and an impressive record of achievement. Management and direction of over 1,800 employees and annual sales revenues exceeding \$380M. Long-standing track record of success in identifying and exploiting key improvements to capitalize on growth opportunities, sales, cost controls and increasing profits. Open, honest and respected manager who leads by example and is effective in motivating teams to achieve outstanding results. Driven leader with a passion for excellence.

## Core Competencies

**Operations Management**  
**Multi Site Management**  
**Sales / Marketing Strategies**

**Budgeting / Forecasting**  
**Strategic Planning**  
**Customer / Vendor Relations**

## Professional Experience

**Winn Dixie Stores, Inc.**

**1984 - Present**

**Center Store Specialist / District Manager**

**2002 - Present**

- Currently oversee the Center Store operations of 25 stores in the Mobile / Pensacola Gulf Coast area

## LEADERSHIP ACHIEVEMENTS

- As District Manager responsible for overseeing daily operations of 24 stores generating over \$380M in annual sales
- Responsible for operations management, budget monitoring, forecasting, financial management, cost analysis, cost control, sales, marketing, human resources, merchandising, inventory management and customer service for 24 Store Directors and 5 Specialists who managed 1,800 team members while District Manager
- Facilitate performance management, coaching, development and recruitment of store teams
- Delivered strong leadership, coordination and execution during Hurricane Ivan, building tremendous expertise in crisis management by overcoming significant obstacles and managing stress
- Increased Score Card from 17<sup>th</sup> to 5<sup>th</sup> while acting Interim District Manager awarded as Most Improved

## FINANCE STRATEGY ACHIEVEMENTS

- Created and executed Sidewalk Rib Sales Event that increased sales within District to \$5k per location this successful promotion was adopted as a best practice event by Region
- Launched a vendor funded seasonal merchandising program which increased sales by \$60k weekly in 6 resort locations
- Executed a District wide push on Pork Boston Butt which created an increase of over 19k lbs during promotion which resulted in an increase of 390% versus average movement
- Drove an innovative sales contest for Italian Bread which increased sales average by 800%
- Pushed Cracker Jack sales contest through creating excitement within store teams through Best in Class display contest which increased sales on this impulse item to \$32k
- Implemented successful "Pick 6" craft/import beer program with vendor partner increasing weekly sales \$400 by location during first 30 day launch
- Partnered with Frito Lay Vendor to create a district display standard which included a blended margin that increased sales by 20% and lead the company in a sales increase
- Manage the finances, inventory, sales, marketing, and personnel while increasing revenue and quality of service; perform store audits to verify adherence to vendor contracts and maintain high level of service

# David R. Logan

## PROCESS IMPROVEMENT ACHIEVEMENTS

- Improved gross margin 250 basis points from 26.4% in FY 2008 to 28.9% FY 2011 through improved processes, education of team members and strategic merchandising
- Responsible for remodeled center store operations for first Transformational Store in District in 2010 resulting in a 90% increase in center store sales
- Successfully directed 4 concurrent remodels resulting in double digit sales increases
- Implemented innovative cross merchandising, sampling and display contest that resulted in an increase of 7% in company brand category penetration
- Increased alcohol category sales 10% vs. previous year by creating appealing displays that focused on the added value to our customers
- Developed a comprehensive cross merchandising program to compliment the sales of Grocery, Dairy, and Frozen Foods the execution of this program resulted in growing the penetration by 2 basis points average per location
- Implemented Signage program that targeted high gross profit Store Brand product directly against high velocity, lower profit National Brands

## CUSTOMER RELATIONSHIP ACHIEVEMENTS

- Served as Chairperson for United Way and developed programs within the local churches and schools to drive enrollment
- Key speaker at numerous community organizations and functions which included Making Strides Against Breast Cancer events

### **Grocery, General Merchandise, Health & Beauty Specialist** 2001 - 2002

- Oversaw all aspects of the Grocery, General Merchandise and Health & Beauty Care Departments for multiple store locations
- Directed and advised Store Directors and Department Managers to insure these businesses were properly staffed and following best practices, while meeting or exceeding the needs of our customers

### **Store Director** 1994 - 2001

- Responsible for the day-to-day operations of the supermarket including achieving or exceeding sales and profits in relation to budget
- Managed 4 store locations with one being a new construction over a 7 year period
- Managed 150 plus associates in all areas of the supermarket business while stressing a positive and safe customer oriented environment
- Selected as District training location for perishable department managers
- Initiated an associate incentive program to increase performance while enticing associates to shop in their store location
- Implemented period reviews to highlight positive results as well as areas of opportunity for each department and total store operations to increase sales and profitability

### **Traditional Store Director Progression Roles** 1985 - 1994



801 West Baars Street      Pensacola, Florida 32501  
Phone: (850) 432-2136      Fax: (850) 438-0138  
Email: dredler1@bellsouth.net

*Laura Dortch Edler, Ed.D*

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*Education:* 2007: Doctorate Degree in Education. University of West Florida  
Pensacola, Florida  
Dissertation: *Parenting Styles and Selected School Success  
Factors of Elementary Students in Northwest Florida Schools.*

1997: Educational Specialist Degree. University of West Florida  
Pensacola, Florida

1987: Master Social Work Degree: Florida State University  
Off-Campus Advanced Standing. UWF Campus  
Pensacola, Florida

1976: Bachelor Social Work Degree: University of West Florida  
Pensacola, Florida

1974: Associate of Arts Degree: Home Economics Education  
Pensacola Junior College. Pensacola, Florida

1962: Practical Nursing Certificate. Booker T. Washington Vocational School.  
School. Pensacola, Florida

*Teaching Experience:*

2000: Adjunct Instructor. University of West Florida.  
Social Work Department. Pensacola, Florida

2007 – Present: Assistant Professor  
2007-2012: Title IV-E Coordinator (in addition to teaching load)  
Department of Social Work  
University of West Florida. Pensacola, Florida

*Professional Post Baccalaureate/Master Social Work Experience*

12/1990-01/2004: State of Florida Department of Health. Pensacola, Florida  
Coordinator Medical Foster Care Program  
Developed and Implemented the Florida District One Medical Foster Care Program.  
Served on committee to develop Florida Statewide Policies and Procedures.

06/1988-12/1990: State of Florida Department of Children and Families. Pensacola, Florida  
Foster Parent Pre-Service Trainer/Foster Home Licensing/Re-Licensing Counselor

05/1986-06/1988: Pensacola Junior College. Pensacola, Florida  
Learning Lab Instructor.  
Administered TABE Test. Tutored in Adult Basic Education.

- 06/1984-05/1986: Pensacola Junior College. Pensacola, Florida  
 Financial Aid information Facilitator.  
 Conducted community-based financial resources presentations; assisted with completion of financial aid packets. Developed, implemented and managed Minority Early Warning System and Peer Tutorial Program.
- 01/1984-06/1984: Catholic Social Services. Pensacola, Florida  
 Social Worker. Develop and implemented various children programs, including tutoring, after-school reading and nutritional awareness. Managed Food-Coop Program.
- 04/1980 -01/1984: Medical Personnel Pool. Pensacola, Florida  
 Scheduling Coordinator. Recruit nursing personnel. Maintain records and Hospital and in-home assignments for 100+ temporary Registered Nurses, Licensed Practical Nurses, Nurses Assistant and Home Health Aids
- 04/1974-04/1980: Escambia County Mental Health Center. Child Development Program.  
 Pensacola, Florida  
 Child Development Specialist. In-Home Infant Stimulation Instructor. Outreach multifaceted approach to teenage parenthood prevention.
- 1973-74: Mount Lily Day Care Center. Pensacola, Florida  
 Licensed Practical Nurse.  
 Assess and monitor pre-school age children's health status. Administer approved medications
- 1962-1973: Sacred Heart Hospital. Pensacola, Florida  
 Licensed Practical Nurse.  
 Administer prescribed medication and treatments; assess and monitor patient health care needs/status; Charge nurse medical, surgical, critical care, psychiatric and pediatric units.

### *Professional Development and Scholarship Activity*

- Sofferin, P., Edler, L., Overton, J., Towns, B., & DeSonia, L. (1979). *Life Style Education and Counseling Program Manual*. Copyrighted 1979 Escambia County Mental Health Center.
- Lewis, M., Rappe, P., Albury, J., & Edler, L. (2014) *The use of civic engagement and advocacy action projects to bridge academic content and core professional values in preparation for 21st Century social work practice*. (In Progress).
- Lewis, M., Rappe, P., Albury, J., & Edler, L. (2016) *Creative Teaching and Reflection in Nontraditional Settings: Regional, National and International Experiences*. (In Progress).
- Edler, L., Albury, J., & Haggard, A. (2016). *Pay now or pay later? Social work roles in educating African-American Males*. 2017 BPD Conference Proposal
- Rappe, P., Edler, L. (2016). *Creative Teaching and Reflection in Nontraditional Settings: Regional, National and International Experiences*. Poster Presentation, Justec Conference November 2016 in Japan.

### Book Review-Pearson Publishing Company

- 10/23/12: Critical Thinking Draft Review  
 1/13/13: Clinical Practice with Older Adults  
 02/18/13: Field Practicum Companion for Social Work: Integrating Class and Fieldwork

#### Revision Review

03/15/13: Introduction to Social Work

04/02/13: Introduction to Social Welfare

Student On-line Resource, the Helping Profession Learning Center

Book Review- Sage Publishing Company

6/10/2013: Supporting Change: Effective Strategies for working with Children and Families in Child Welfare

2013: Developed Underground Railroad Curriculum Modules for BSW students, including instruction for “Freedom” Quilt Square and 6 days excursion re-tracing a path to freedom.

#### AWARDS/FELLOWSHIPS/GRANTS/RECOGNITION LAST 3 YEARS

2009: University of West Florida: ATC D2sL Certificate

2013: University of West Florida Emerge Fellow

2012: Quality Matters Certificate: Applying Quality Matters Rubric

2013: Quality Matters Certificate: Quality Matters Building your Blended Courses

2013: Pace Study Away Grant: An ever-Evolving Path to Freedom: The Underground Railroad Experience

#### PROFESSIONAL CONFERENCES

11/8-12/2012 CSWE (Council on Social Work Education) Conferences. Washington DC

#### PROFESSIONAL PRESENTATIONS

2014: BPD (Baccalaureate Professional Development). The Underground Railroad Experience approved for presentation.

2015: BPD (Baccalaureate Professional Development). Convener.

2016: BPD (Baccalaureate Professional Development). *Student Enhancement Activities for Professional Skills Development: Diversity, Empathy, Communication and Flexibility*

#### *Professional Organizations:*

- Florida Education Association (FEA)
- Council on Social Work Education (CSWE)
- Baccalaureate Professional Development (BPD)

#### Service within the University:

- University Cooperative Education Committee.
- Social Work Admission and Retention Committee Chair
- Social Work Faculty Search Committee that resulted in four new hires.
- Participated in the University’s Spring and Fall Commencements.
- Department Alumni Social Committee Chair
- Mistress of Ceremony 16<sup>th</sup> Annual Japanese Symposium
- Japanese Symposium Committee
- Japanese Symposium Break-out Group Moderator
- Guest Speaker 17<sup>th</sup> Annual Japanese Symposium

- Interview students for President's Scholarship Committee.
- Department representative: Open House for prospective students
- Whos Who among University Students selection committee
- Participates in the University's spring and fall graduation ceremony.

**Service to the Community:**

- *President:* Sickle Cell Disease Association of Florida Inc.
- *Member:* Sickle Cell Disease Association of Escambia County Inc.
- *Member:* Knights of St. Peter Claver, Ladies Auxiliary.
- *Member:* St. Joseph Catholic Church
- *Diamond Life Member:* Delta Sigma Theta Sorority, Inc.
- *Candidate:* Escambia County School Board District 3
- *Treasurer:* Englewood Neighborhood Improvement Corporation
- *Member:* Escambia Youth Justice Coalition
- *Member:* Escambia County Democratic Women Committee
- *Member:* Northwest Florida Institute for Women in Politics

**Personal Interest and Hobbies**

Sewing, Arts and Crafts, bowling, yard work, community service, teaching, continuing education.

**Personal/Professional References**

Available Upon Request

## **RESUME**

**Tony R. McCray, Jr.**  
**1402 E. Leonard Street**  
**Pensacola, FL 32503**  
**(850) 341-1060**

### **PROFESSIONAL OBJECTIVES**

A business and community development specialist committed to providing the expertise and resources derived from forty (40) years of experience in utilizing management, business recruitment, marketing, consensus building, grant writing, and other technical skills to meet the needs of the client.

### **PROFESSIONAL HISTORY AND ACHIEVEMENTS**

**Tony McCray & Associates**

**2007-Present**

**Pensacola, Fla., Mobile, Ala., Atlanta Georgia, and New Orleans, La.**

Reinstated McCray & Associates (formed in approximately 1982 by Tony McCray, Sr.) as a business planning, marketing, strategic planning, and technical assistance consulting services company providing services to government, entrepreneurs, and not-for-profit economic development corporations.

- Providing ongoing pro-bono advocacy and consulting for Gulf Coast BP Oil Spill RESTORE Act funding representing IBIS Partners, Mobile-based Coalition for Better Communities, and the Pensacola, Florida Branch of the NAACP Economic Development Committee.
- Assisted MGT of America in securing a City of Pensacola government procurement Pre-Disparity Study in 2009 (\$50,000) and a full blown Disparity Study contract (\$250,000) in 2011. Served as a MGT sub-contractor organizing, coordinating, and conducting town hall meeting, focus groups, and individual minority contractor interviews. Serving as sub-contractor on \$50,000 contract to develop a Minority and Women organizing, coordinating, and conducting
- Providing business consulting and marketing services in support of the Federal Agency, the Minority Business Development Agency-Mobile Center in Mobile, Alabama.
- Facilitated minority participation goals being adopted for workforce and business utilization in a \$53,000,000 City of Pensacola waterfront development project (Community Maritime Park). Served as Equal Business Opportunity Manager (2010) and Marketing Coordinator (2011) under two separate contracts to assist in implementing strategies to meet minority contractor utilization goals.
- Provided community organizing, planning, and technical assistance to WIM Associates, an Atlanta development firm, in its management and outreach of a strategic planning contract for the City of Port St. Joe, Florida's Downtown Development Agency.
- Assisted in the promotion and organizing of the Gulf Coast Tri-State Chapter of the National Association of Minority Contractors.
- Designed, promoted, and coordinated the Gulf Coast Regional Equity to Achieve Prosperity (REAP) Summits (Nov. 30-Dec. 1, 2007 & Aug. 19<sup>th</sup> - 20<sup>th</sup>, 2011 for the National Association of Minority Contractors, The Gulf Coast African American Chamber, the Pensacola Bay Area Chamber and regional private sector sponsors. Purpose of event was for area stakeholders to develop and adopt a "Regional Development Blueprint" for the Gulf Coast from New Orleans to Pensacola.

**Minority Business & Community Development Consultant  
West Palm Beach & Pensacola, FL**

**2000-2007**

Providing business planning, workforce development, community organizing, organization development, strategic planning, and technical consulting services to government, entrepreneurs, and not-for-profit corporations, in employment or independent contractor agreements, as depicted below:

- Chief Operations Officer for the Gulf Coast Community Benefits Corporation, a regional comprehensive community development intermediary from March 2006 to April 2007.
- Special Projects Director for Rebuild Northwest Florida, a 501©3 organization, focused on the Escambia & Santa Rosa Counties recovery from Hurricanes Ivan and Dennis.
- Coordinator for City of Pensacola's Targeted Community Action Planning (TCAP) project.
- Chief Executive Officer for one of Palm Beach County's oldest community development corporations (CDC), the Northwest CDC of West Palm Beach.
- Recruiter, manager, and trainer in a workforce preparation initiative for 1200 diverse South Florida youth in Dade, Broward, and Palm Beach Counties.
- Member of steering committees to organize and launch Black Chambers of Commerce in Leon County, Palm Beach County, and the State of Florida.

**Chief Operating Officer/Executive Director  
Redemptive Life Fellowship Urban Initiatives Corporation  
West Palm Beach, FL**

**1998-2000**

Responsible for managing the activities of one of the first faith-based CDCs in the nation. Educated legislators and State of Florida community development agency chiefs on the need for revitalization of the West Palm Beach urban core. The effort resulted in award of a \$100,000 grant from the Department of Community Affairs (DCA) to field test an evolved community development concept called "Comprehensive Community Initiatives" (CCI). Secured \$45,000 in funding from Local Initiatives Support Corporation (LISC) to leverage with DCA grant. Completed and submitted community-based strategic development plan to State of Florida.

**Director of Business Development  
Business, Economic Development, & Revitalization  
(BEDR) Corporation of Palm Beach County  
Riviera Beach, FL**

**1997-1998**

Responsible for the overall management and development of the Spanish Courts Marketplace, an adaptive reuse commercial real estate project, converting eighteen (18) motel cottages into office/retail space. Position required business planning, diverse tenant recruitment, fund raising, project marketing, and design of a business incubator training program. Assisted in securing \$1.3 million for renovation of the site.

**Executive Director  
Glades Community Development Corporation (GCDC)  
Belle Glade, FL**

**1994-1996**

Converted a community foundation program into an independent 501©3 community development corporation. Provided leadership in the development of a ten year strategic action plan. Managed the preparation of a successful three year funding request to the Mott, MacArthur, and Palm Beach/Martin Counties Community Foundations to finance administrative and project operations at approximately \$500,000 per year.

**MBE Program Director  
Leon County Government  
Tallahassee, FL**

**1993-1994**

Responsible for managing a Request for Proposal (RFP) process, and for outreach to obtain anecdotal data for the first Leon County Minority Business Disparity Study to enhance the Leon County Minority Business Development Program with a diverse mix of contractors and a legally enforceable county Minority Business Program.

**Executive Director** 1990-1993  
**Minority Business Development Center**  
**Riviera Beach, Fl**

Responsible for the overall management of staff operations and the Center's contract with the federal government's Minority Business Development Agency (MBDA). Provided supervision of a diverse staff including a Financial/Business Analyst, Contract Development Specialist, and an Executive Secretary to foster the leadership, advocacy, and technical assistance strategy that generated \$36,119,785 in contracts to minority firms. Additionally, provided support and assistance in establishing the City of West Palm Beach, Palm Beach County, and Palm Beach County School Board's Minority/Women Business Enterprise Programs through my involvement with the implementation of the disparity studies to strengthen the enforceability of minority utilization plans. Responsible for the funding of the Center's annual budget of \$300,000 annually.

**Deputy Director** 1989-1990  
**Miami-Dade Neighborhood Housing Services (CDC)**  
**Miami, Fl**

Assisted the Executive Director in fundraising, project management (single and multi-family), and business negotiations. Managed the feasibility, financing, and the construction process.

**Executive Director** 1988-1989  
**National Center for Entrepreneurial Development**  
**School of Business & Industry, Florida A&M University**  
**Tallahassee, Fl**

Responsible for overall planning, management, and implementation of Center's program funded by the U.S. Department of Commerce in the amount of \$350,000 and managed the fiscal system of accountability. Spearheaded the Center's marketing effort for investments from "Fortune 500" Corporations to establish a \$12,000,000 revolving loan fund. Recruited, hired, and managed all administrative and technical professional staff. Developed the Center's operating budget

**Manager, Special Projects** 1985-1988  
**National Center for Entrepreneurial Development**  
**School of Business & Industry, Florida A&M University**  
**Tallahassee, Fl**

Responsible for the overall planning, fundraising, and management of a special project to construct the Gretna Industrial Park. Functioned as the Center's primary liaison with Gretna town officials, federal and state agencies, development consultants, construction contractors, prospective tenants, and "Fortune 500" executives. Served as technical consultant for preparing grant applications and proposals which raised \$1.7 Million for park construction. Consulted with planners, engineers, and business owners to insure that cost estimates were accurate.

**1st Lieutenant/ Operations Officer/Security Police** 1972-1975  
**United States Air Force**  
**Eglin Air Force Base**

**Education**  
Pensacola Catholic High School, 1968, High School Diploma  
Tuskegee Institute, 1972, B.S. Degree in History  
Troy State University, 1988-1990 pursued a Master's Degree in Public Administration



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-11048** **County Attorney's Report** **10. 1. 1.**  
**BCC Regular Meeting** **Action**

**Meeting Date:** 09/22/2016

**Issue:** Settlement of the lawsuit of Beyanca Cannon v. Escambia County,  
Case No.: 3:14-cv-00439-MCR-CJK

**From:** Charles Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Settlement of the lawsuit of *Beyanca Cannon v. Escambia County*, Case No.: 3:14-cv-00439-MCR-CJK

That the Board take the following action:

A. Approve a settlement of payment of \$3,500.00 to Beyanca Cannon in final settlement of the case styled: *Beyanca Cannon v. Escambia County, Florida*, Case No.: 3:14-cv-00439-MCR-CJK pending in the Northern District of Florida, U.S. District Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Beyanca Cannon; and

C. Authorize the County Attorney's Office to move for dismissal with prejudice of the pending lawsuit upon receipt of the executed general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

**BACKGROUND:**

Beyanca Cannon was originally a Detention Deputy with the Sheriff's Office assigned to the Central Booking and Detention Facility (CBDF). On October 1, 2013, Escambia County assumed responsibility for operation of the County Jail. Ms. Cannon accepted an offer of employment with Escambia County as a Correctional Officer and was assigned to the CBDF until she was transferred to the main jail.

While working at the main jail, Ms. Cannon believed that she was subjected to increased scrutiny, including non-random drug testing, because of her race as an African American

and that she was retaliated against because of a lawsuit that she had previously filed against the Sheriff for racial discrimination and harassment. While employed by the County, Ms. Cannon was investigated and disciplined for violations of County policies including an inappropriate relationship with a convicted felon and an arrest for misdemeanors. Eventually Ms. Cannon resigned claiming she was subjected to more harsh treatment than other Caucasian officers and retaliation. She filed a charge of discrimination with the U.S. Equal Employment Opportunity Commission and was given a Right to Sue notice which allowed her to proceed with a lawsuit against Escambia County, Florida.

This settlement is recommended as a means to avoid the uncertainties of litigation and exposure to an award of attorney's fees for a small sum. Ms. Cannon will execute a general release and hold harmless agreement which will prevent her from bringing any further claims against Escambia County relating to her employment. Upon execution of the general release in the U.S. District Court, upon motion of the County, Ms. Cannon will then dismiss her case with prejudice.

County Administrator Jack Brown has been consulted as to an appropriate settlement resolution. He is in agreement with and recommends the proposed settlement.

**BUDGETARY IMPACT:**

[Funding: Fund 501, Balance Sheet Account 239898]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Office will prepare all appropriate documents and take necessary legal action.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

*No file(s) attached.*

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