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 – December 14, 2017 – 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 Underhill.

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. Presentation - Plaque to Scott Remington for his service as one of Commissioner Robinson's appointees on the Escambia County Mass Transit Advisory Committee from September 25, 2014, through September 1, 2017

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Kaycee Lagarde, a Senior Community and Media Relations Specialist, in Community and Media Relations, on her selection as "Employee of the Month" for December 2017; and

B. Adopt the Proclamation commending and congratulating Detreal S. Jackson, Senior Office Support Assistant to the Fire Marshall, in the Public Safety Department, on her selection as "Employee of the Year" for 2017.

8. Retirement Proclamation.

Recommendation: That the Board adopt the Retirement Proclamation commending and congratulating Altons Pugh, Environmental Technician, Waste Services Department, on 15 years of dedicated service.

9. Written Communication

November 14, 2017, communication from realtor John O'Donnell on behalf of property owners Heang Long and Dung Ngoc Ly regarding a Municipal Services Benefit Unit (MSBU) non-ad valorem tax assessment on their property located at 2215 West Brainerd Street. The MSBU tax assessment is in the amount of the abatement costs the County incurred to remove nuisance conditions on the property prior to the transfer of title to Heang Long and Dung Ngoc Ly.

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

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

11. 5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

12. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Saverna Park Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance and all related documents creating the Saverna Park Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), with an estimated on-going assessment of $120 after a first-year estimated assessment of $232, covering approximately 22 months, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

This Ordinance was originally scheduled to be adopted on September 7, 2017, but staff was directed to bring it back to a later meeting after the lighting plan could be revised to reduce the estimated assessment.

13. 5:33 p.m. Public Hearing for consideration of adopting the Oakfield Redevelopment Area Plan.

Recommendation: That the Board adopt the Oakfield Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

14. 5:34 p.m. Public Hearing for consideration of adopting the Oakfield Redevelopment Trust Fund Ordinance.

Recommendation: That the Board take the following action concerning adoption of the Oakfield Redevelopment Trust Fund Ordinance:

A. Adopt an Ordinance of Escambia County, Florida, creating Volume I, Chapter 46, Article VI, Section 46-293 of the Escambia County Code of Ordinances relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Oakfield 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; and

B. Authorize the Chairman to sign and execute the Ordinance.

15. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 30, 2017; and

B. Approve the Minutes of the Regular Board Meeting held November 30, 2017.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:46 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 5, General Development Standards

   That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) Chapter 5, General Development Standards, Article 3, Division of Land, to modify the family conveyance exception.

2. 5:46 p.m. - A Public Hearing Concerning a Request for Two Variances for Shortleaf,LLC an Existing Borrow Pit with a Proposed Reclamation of Construction and Demolition Debris (C&DD) Facility Located at 6841 Kemp Road

   That the Board of County Commissioners (BCC) take the following action:

   A. Conduct a quasi-judicial public hearing to consider a request for two separate variances as relief from compliance with Code regulations governing Construction and Demolition Debris facilities as prescribed in Chapter 82, Section 226-1(a)-(b).

   Chapter 82, Section 226-1(a) –(b) states as follows:

   (1) Construction and Demolition Debris (C&DD) facility. A C&DD facility permitted must comply with the following:

   (a) Minimum size of the real property site shall be 100 acres.

   (b) The required setback for construction and demolition debris facility “active area” or "active permitted disposal areas” shall be a minimum of 500 feet from the property boundaries.

   B. Review and either approve, modify, or deny the two variance requests as specified above.

II. Action Item

1. Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

   That the Board review and approve a hold harmless agreement with Neil Blanchard, for construction of a seawall at 8581 Acapulco Camino, Parcel I.D. # 33-2S-31-2400-039-001. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

2. Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

   That the Board review and approve a hold harmless agreement with Cynthia Shiver, for construction of a seawall at 217 Thayer Avenue, Parcel I.D. # 51-2S-30-7061-110-019. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

3. Recommendation Concerning Final Plat Ashland Heights Phase 1 Permit #151100050

That the Board take the following actions concerning recording of the Final Plat of Ashland Heights Phase 1, (a 32-lot single family residential subdivision), located in the Pine Forest Community and lying west of Ashland Avenue, and south of Alternate U.S. Highway 90 (W. Nine Mile Road) and north of W. Detroit Boulevard. Owned and developed by Ashland Avenue, LLC. Prior to recording, the County Surveyor, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street name “Mary Jo Way”;

C. Accept all public easements, drainage improvements within public easements/public pond parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement and Conservation Easement.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

January 4, 2018

5:45 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2017-06 - 313 Navy Boulevard

Summary: A small-scale amendment to the future land use (FLU) map to change the FLU category of a 0.4428 (+/-) acre parcel from Commercial (C) to Mixed-Use Urban (MU-U) at 313 Navy Boulevard.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Authorization for Access and Signature for the Transit Award Management System - Mike Crittenden, Mass Transit Department Director

   That the Board take the following action concerning the Transit Award Management System (TrAMS) Memo:

   A. Approve and authorize the Chairman to sign the Designation of Signature Authority for the TrAMS memo; and

   B. Authorize the Chairman to obtain a Personal Identification Number (PIN) so that the Chairman may, on behalf of Escambia County, Florida, file and execute applications and documents required for Federal Transit Administration (FTA) Grants.

2. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display from a Barge off Quietwater Beach on the Sound Side of Pensacola Beach - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the New Year's Eve Fireworks Event to be held on a barge on the Soundside of Quietwater Beach, from 8:00 p.m., through 8:15 p.m., Sunday, December 31, 2017.

3. Recommendation Concerning Appointments to the Escambia County Extension Council - Nick Simmons, County Extension Director

That the Board take the following action concerning an appointment to the Escambia County Extension Council:

A. Appoint the following individual, effective December 1, 2017, through November 30, 2019, to serve a two-year term:

Zone	Name & Address
3	Sabrena Padgett, 4440 Ivory Lane, Molino, FL 32577

B. Request the County Administrator's Office to provide a letter of appointment to this individual.

4. Recommendation Concerning a Reappointment to the Escambia County Value Adjustment Board - Jack R. Brown, County Administrator

That the Board reappoint Richie L. Faunce to the Escambia County Value Adjustment Board to serve a one-year term, effective January 1, 2018, through December 31, 2018.

A General Alert was posted on the County's Website from November 17, 2017, to December 1, 2017, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Mr. Richie L. Faunce has expressed his interest in being reappointed to the VAB and is the only resident who responded to the General Alert.

5. 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 Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. It is requested that the listed items be donated to the Pine Forest High School Fire Academic Program for use as a training aid. Having the listed equipment on hand greatly enhances the students learning experience.

6. 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 three Request for Disposition of Property Forms for the Public Works Department, listing 13 items. The Request Forms have been signed by all applicable authorities.

7. Recommendation Concerning the Memorandum of Understanding Relating to the Installation and Maintenance of Ornamental Roadway Signage within the Windsong Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board approve and authorize the Chairman to sign the Memorandum of Understanding Relating to the Installation and Maintenance of Ornamental Roadway Signage within the Windsong Subdivision.

8. Recommendation Concerning the Wildfire Hazard Mitigation Agreement with the Florida Department of Agriculture and Consumer Services, Florida Forest Service, Relating to Osprey Place Subdivision - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the Chairman to sign the Wildfire Hazard Mitigation Agreement with the Florida Department of Agriculture and Consumer Services, Florida Forest Service, relating to 19 acres of County-owned conservation lands adjacent to Osprey Place subdivision.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a Resolution Authorizing the Escambia County Housing Finance Authority to Issue an Aggregate $225,000,000 Single Family Housing Revenue Bonds (Multi-County Program) - Patricia D. Lott, Executive Director, Bryant Miller Olive P.A

   That the Board adopt a Resolution which approves a plan of finance, for low-interest loans to first-time homebuyers, and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue Single Family Housing Revenue Bonds from time to time, in an aggregate principal amount not to exceed $225,000,000 (collectively, the “Bonds”).

2. Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T. Johnson, Waste Services Department Director

   That the Board approve the purchase of one VE 16-17.0, 55-ton Hydraulic Detachable Gooseneck Lowboy Trailer, from Thompson Tractor Company, for the amount of $69,952.29, per the terms and conditions of NJPA Contract #032515-CAT.

   In compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days August 24, 2017, through September 25, 2017. No proposals were received. This unit will primarily be utilized to mobilize/demobilize heavy waste handling equipment from the active Class 1 landfill to maintenance area for repair/maintenance.

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

3. Recommendation Concerning Hixardt Technologies, Inc., Staffing Services Agreement for Structured Query Language Services - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Hixardt Technologies, Inc., Staffing Services Agreement for Structured Query Language (SQL) Services:

A. Approve the Hixardt Technologies, Inc., Staffing Services Agreement for SQL Services, Agreement #10112017MH01, GSA #GS-35F-0576P, for Database Analyst Intermediate Support for 60 hours, for a total of $7,235.40 yearly;

B. Authorize the issuance of the Purchase Order; and

C. Authorize the County Administrator to execute the Agreement, the Purchase Order, and all documents related to the acceptance of this Agreement.

[Funding Source: Funds are available in the current Budget, General Fund (001), Cost Center 270102, Object Code 53101]

4. Recommendation Concerning the 2017/2018 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2017/2018 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), in the amount of $84,265, for the 2017/2018 Fiscal Year, subject to Legal review and signoff; and

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

[Funding: Fund 129/2017 CDBG, Cost Centers 370231 and 370229]

5. Recommendation Concerning the Issuance of a Purchase Order to Halcore Group, Inc., in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

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

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

B. Authorize the issuance of a Purchase Order for two Navistar 4300 Series Chassis, for the Public Safety Department, to Halcore Group, Inc., (d/b/a Horton Emergency Vehicles), in the amount of $512,020, according to the Specification Number VE 17-18.001.

In an effort to encourage competition from local businesses and in compliance with Board-adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

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

6.

Recommendation Concerning the Issuance of a Purchase Order in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board authorize the issuance of Fiscal Year 2017/2018 Purchase Orders, in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Public Safety Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Garber Chevrolet Buick GMC Truck Vendor #070423 Vehicles Fund: 352 LOST Cost Center: 330228 Amount: $113,884	$113,884	VE 17-18.002
B	Hub City Ford Vendor #082128 Vehicles Fund: 352 LOST Cost Center: 330228 Amount: $69,440	$69,440	VE 17-18.002

In accordance with Board Policy Adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative Contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.002 Public Safety Department Vehicle Purchase was posted beginning October 9, 2017, for a period of 30 days. A quote was obtained by the Office of Purchasing for the purchases based on specifications on VE 17- 18.002. No other quotes were received on this posting.

Funding: Fund 352, LOST, Cost Center 330228, Machinery & Equipment, Object Code 56401

7. Recommendation Concerning the Florida Department of Transportation Section 5310 Program Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and Federal Transit Administration (FTA) urbanized area funding to be used by Escambia County for the purchase of three Americans with Disabilities Act of 1990 (ADA) vehicles:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, without further action of the Board.

[Funding: Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($16,500). These funds will be included in the Escambia County Area Transit (ECAT) Fiscal Year 2018/2019 Budget]

8. Recommendation Concerning the Florida Department of Transportation Section 5311 Program Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 funding (Federal Transit Administration [FTA] non-urbanized funding), to be used by Escambia County Mass Transit Department, for fixed route and paratransit transportation to and from the Non-Urbanized area.

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, without further action of the Board.

[Funding: Section 5311 funding requires a 50% match for operating costs for rural areas. These funds will be included in the ECAT Fiscal Year 2018/2019 Budget]

9. Recommendation Concerning Change Order #1, in Excess of $50,000 to American Facility Services, Inc. - Robert E. Dye, Facilities Management Interim Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, in excess of $50,000, adding funds to Purchase Order 180701, issued to American Facility Services, Inc:

Department:	Facilities Management
Division:	Custodial
Type:	Addition
Amount:	$163,750
Vendor:	American Facility Services, Inc.
Purchase Order:	180701
Change Order:	1
Original Award Amount:	$107,500
Cumulative Amount of Change Orders Through This Change Order:	$163,750
New Purchase Order Total:	$271,250

[Funding Source: Fund 001, General Fund, Cost Center 310202, Object Code 53401 and Fund 501, Internal Service, Cost Center 150112, Object Code 53401]

10. Recommendation Concerning the Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc. - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action regarding the Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc.:

A. Approve the Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc., for property located at 292 Muscogee Road, Pensacola, Florida, for an additional two-year term, commencing on February 1, 2018; and

B. Authorize the Chairman to sign the Second Renewal of Lease Agreement.

[Funding: Lessee shall pay the County rent in the amount of $1 per year for the renewal term]

11. Recommendation Concerning Fire Department Property, Vehicle, Accident & Health, and Statutory Death Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to the County's General Lines Agent, USI Insurance Services, LLC, in the amount of $253,199, to provide commercial property insurance through VFIS, a division of Glatfelter Insurance Group, for the Fire Department property, vehicles, and equipment for the period of January 1, 2018, through December 31, 2018. The Statutory Death and Accident and Health Policies renew separately with individual premiums under $50,000.

[Funding: Fund 143, Fire MSBU Fund, Cost Center 330206, Object Code 54501]

12. Recommendation Concerning Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement for Mosquito Control - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, for the Mosquito Control Division:

A. Approve the FY 2017-2018 State Financial Assistance Recipient Agreement (FDACS Contract #024778) for Mosquito Control, in the amount of $31,540; and

B. Authorize the Chairman to sign the Agreement.

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

13. Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000, for the Department of Natural Resources Management for Fiscal Year 2017/2018 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the issuance of cumulative Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Department of Natural Resources Management for Fiscal Year 2017/2018, as follows:

Vendor	Amount	Contract Number
Blue Arbor, Inc.	$140,000	PD 14-15.041
Vendor Number: 023818		
Temporary Labor Services		
Funding: Multiple Funds/Cost Centers as Listed Below		

[Funding Source: Fund 001, General Fund, Cost Centers 220100, 220701, 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334, 221018; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects, Cost Centers 221011, 221021, 221023, 221026 and 221028; Fund 118, Gulf Coast Restoration Fund, Cost Centers 222003, 222004, 222030 and 222040]

14. Recommendation Concerning Supplemental Budget Amendment #008 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #008, Gulf Coast Restoration Fund (118), in the amount of $5,610,003, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP), Agreement Number RES04, under the Gulf Coast Ecosystem Restoration Council (RESTORE Council) for the Beach Haven-Joint Stormwater and Wastewater Improvement Project, Phase II. This project will provide funding for pre- and post-construction monitoring plans, pre- and post-construction monitoring, construction of stormwater collection and treatment facilities, and construction of sanitary sewer infrastructure for an approximately 175-acre, primary, single-family residential neighborhood of Beach Haven.

15. Recommendation Concerning Supplemental Budget Amendment #022 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #022, General Fund (001), in the amount of $28,254, to recognize the Sheriff's off-duty officer and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

16. Recommendation Concerning Supplemental Budget Amendment #023 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #023, Internal Service Fund (501), in the amount of $516,000, to recognize the receipt of an insurance advance from AmWins Allianz Nephila, for the water damage claim of the M.C. Blanchard Building, sustained on November 29, 2016.

17. Recommendation Concerning Supplemental Budget Amendment #024 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #024, Economic Development Fund (102), in the amount of $356,745, to recognize the fund balance in the fund, and to appropriate these funds for operational activities associated with County economic development initiatives for Fiscal Year 2017/2018.

18. Recommendation Concerning Two Escambia County Public Safety Academies Fiscal Year 2017-2018 Allocation - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning two Escambia County Public Safety Academies for Fiscal Year 2017-2018:

A. Authorize the issuance of a Purchase Order to the Escambia County Public Schools Foundation for Excellence, Inc., in the amount of $50,000, for Fiscal Year 2017/2018 contributions to both the Escambia County Criminal Justice Academy at Escambia High School and the Escambia County Fire Fighter Academy at Pine Forest High School, in the 2017-2018 School Year, with the monies to be distributed and advanced evenly between the two academies and the terms of use specified in the verbiage of the Purchase Order; and

B. Authorize the County Administrator to sign a letter of support to Malcolm Thomas, Escambia County School District Superintendent, presenting the $50,000 to the Escambia County-branded career academies that create career pathway workforce development pipelines addressing the fire fighting and corrections personnel demands of Escambia County.

The Escambia County Criminal Justice Academy at Escambia High School and the Escambia County Fire Fighter Academy at Pine Forest High School were started in 2015 to address the public safety demands of Escambia County. The allocation was budgeted for during the FY 2017-2018 budget adjustments, approved at the September 26, 2017, Regular Board Meeting and the Second Public Hearing adopting the budget.

[Funding: Fund 001, General Fund, Cost Center 110201, Account 58101]

19. Recommendation Concerning Contract Award for Signal Response Maintenance - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A.Terminate without cause PD 15-16.088, Traffic Signal Response Maintenance between Escambia County, Florida, and Ingram Signalization, Inc., and;

B. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 16-17.083, Signal Response Maintenance, 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 $500,000.

[Funding:
Fund 175, Transportation Trust Fund, Cost Center 211201, $300,000;
Fund 182-199, Master Drainage Basin Funds, Cost Center 210719-210736, $50,000;
Fund 325, LOST III, Cost Center 210107, $75,000;
Fund 353, LOST IV, Cost Center 210106, $50,000;
Fund 167, Bob Sikes Bridge, Cost Center 140302, $25,000]

20. Recommendation Concerning the Acceptance of a Drainage Easement for the County Road 297A (Escambia County Road Prison to Muscogee Road) Widening and Drainage Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage Easement from Greater First Baptist Church of Cantonment, Florida, Inc., for the County Road (CR) 297A (Escambia County Road Prison to Muscogee Road) Widening and Drainage Improvements Project:

A. Accept the donation of a Drainage Easement, located at 591 Booker Street, from Greater First Baptist Church of Cantonment, Florida, Inc.;

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

C. Authorize the payment of incidental expenditures associated with the recording of the Drainage Easement document; and

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

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

21. Recommendation Concerning the Locally Funded Agreement for State Road 742 (Burgess Road), from State Road 95 (US 29) to Hilburn Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Locally Funded Agreement Between the State of Florida Department of Transportation and Escambia County, Florida, Project #218429-1-43-01, for State Road (SR) 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road:

A. Adopt and authorize the Chairman to sign the authorizing Resolution; and

B. Approve and authorize the Chairman to sign the Locally Funded Agreement Between the State of Florida Department of Transportation and Escambia County, Florida, Project #218429-1-43-01, for SR 742 (Burgess Road), from SR 95 (US 29) to Hilburn Road.

[Funding Source: Local Option Sales (LOST) Tax IV Fund 353, Cost Center 210106, $1M]

22. Recommendation Concerning the Safe Routes to School Grant Submissions - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Safe Routes to School (SRTS) Grant Applications for 2016:

A. Authorize the County Administrator, or designee, to submit the Safe Routes To School (SRTS) Grant Applications for Ensley Elementary, C. A. Weis Elementary, Longleaf Elementary, Pine Forest High, West Florida High, Holm Elementary, and Workman Middle Schools (Grant Applications in processing); and

B. Authorize the County Administrator, or designee, to sign all related documents upon Legal review, if necessary.

[No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed. Requested grant funds are for Design, initially, and/or Construction, depending on the awarded amount.]

23. Recommendation Concerning Contract Award for Re-Bid Alger Sullivan SHIP Replacement Housing - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the following Agreements between Escambia County, Florida, Emerald Cost Constructors, Inc., and home owners of the following SHIP eligible properties per the terms and conditions of PD 16-17.097, Re-Bid Alger-Sullivan SHIP Housing:

A. 416 Front Street (Owner Brenda Mullins), in the total amount of, $121,060, (base bid of $125,000, less alternate #3 deduction of $5000, plus alternate #2 addition of $1060);

B. 307 Front Street (Owners Carl and Marielena Godwin) in the total amount of $114,000, (base bid of $114,000);

C. 300 Front Street (Owner Charles Therrell), in the total amount of, $114,960, (base bid of $118,000, less alternate #3 deduction of $4100, plus alternate #2 addition of $1060);

D. 402 Front Street (Owner Felic Fussner), in the total amount of, $126,060, (base bid of 125,000, plus alternate #2 addition of $1060);

E. 407 Front Street (Owner Jessica Campbell), in the total amount of, $120,060, (base bid of $123,500, less alternate #3 deduction of $4500, plus alternate #2 addition of $1060); and

F. 403 Front Street (Owner William R. Coker), in the total amount of, $114,060, (base bid of $113,000, plus alternate #2 addition of $1060).

[Funding: Fund 120/2016 SHIP, Cost Center 370202]

24. Recommendation Concerning the Approval of a Locally Funded Agreement Between the State of Florida Department of Transportation and Escambia County, Florida, for the Navy Boulevard Access Management and Beautification Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign the Resolution supporting the execution of the Locally Funded Agreement (LFA) for design on State Road (SR) 30 (US 98) West of Navy Boulevard, from SR 295 (New Warrington) to Bayou Chico Bridge, Financial Project ID #218630-2-32-01);

B. Approve and authorize the Chairman to sign the Locally Funded Agreement (LFA) between the Florida Department of Transportation (FDOT) and Escambia County, Florida, for the design on SR 30 (US 98) West of Navy Boulevard, from SR 295 (New Warrington) to Bayou Chico Bridge (Project ID #218630-2-32-01); and

C. Approve and authorize the Chairman to sign the Three Party Escrow Account Agreement.

[Funding Source: Local Option Sales Tax (LOST) III, Fund 352, Cost Center 220102, Project #12NE1992, $1,456,608; Fund 151, "Community Redevelopment," Cost Center 370114, "CRA Warrington," $193,492]

25. Recommendation Concerning Contract Award for Re-Bid, Quietwater Beach Ferry Landing, Waterside - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Hewes and Company, LLC, per the terms and conditions of PD 16-17.078, Re-Bid, Quietwater Beach Ferry Landing, Waterside, for a lump sum of $1,392,590 (to include Base Bid of $1,284,830 and Additive Alternate #2 of $107,760).

[Funding: Fund 352, “Quietwater Beach Landing LAP," Cost Center 210115, Object Code 56301, Project No. 16EN3434, $744,375; and Fund 167, “Bob Sikes Bridge Fund," Cost Center 140302, Object Code 56301, $648,215]

26. Recommendation Concerning the Approval of Agreement for Design-Build Services for the New Escambia County Correctional Facility - Paul Nobles, Office of Purchasing, Purchasing Manager.

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Whitesell-Green/Caddell, Joint Venture, LLC, per the terms and conditions of PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility based on the following:

Guaranteed Maximum Price of $128,609,505
Alternate 01, Full Emergency Power $859,236
Alternate 02, Domestic Hot Water, Chilled Water, and Heating Hot Water for Existing Jail $1,598,281
Alternate 03, Inmate Plumbing Control System $1,003,705
Alternate 05, Fully Operable Slider Doors, Five Doors at $9518.00 each – $47,950.00
Alternate 09, Exacq Vision VMS $225,898
Alternate 10, Pervious Concrete Paving $56,237
Alternate 14, Second Bunk for Cells $44,431
Total $132,445243.

A COPY OF THE AGREEMENT WILL BE ON FILE WITH THE COUNTY ADMINISTRATOR'S OFFICE.

[Funding: To Be Determined]

III. For Discussion

1. Recommendation Concerning the Escambia County Disability Awareness Committee - Jack R. Brown, County Administrator

That the Board take the following action concerning the Escambia County Disability Awareness Committee:

A. Reappoint Arthur R. Nunamaker to the Escambia County Disability Awareness Committee (ECDAC), to serve as one of the two "At Large" appointees, for a four-year term, effective January 2, 2018, through January 1, 2022. (His current term will expire on January 1, 2018.); or

B. Appoint one of the following candidates to the ECDAC, to serve as one of the two "At Large" appointees, for a four-year term, effective January 2, 2018, through January 1, 2022, to replace Mr. Nunamaker;

1. Lisa Autrey Hopkins; or
2. Kenneth R. Holt; or
3. Mary Lynn Williams; or
4. Julia Kaple; and

C. Appoint one of the following candidates to the ECDAC, to serve as one of the two "At Large" appointees, for a four-year term, effective January 2, 2018, through January 1, 2022, to replace Gwenith H. Shiver, who resigned:

1. Lisa Autrey Hopkins; or
2. Kenneth R. Holt; or
3. Mary Lynn Williams; or
4. Julia Kaple.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website for two weeks, from October 25, 2017, to November 8, 2017, to seek volunteers to fill the one of the "At-Large" positions on the Escambia County Disability Awareness Committee. Lisa Autrey Hopkins, Kenneth R. Holt, Mary Lynn Williams, and Julia Kaple responded to the General Alert.

Arthur R. Nunamaker, one of the two "At Large" appointees on the ECDAC, whose term will expire on January 1, 2018, has indicated that he would like to be considered for reappointment.

2. Recommendation Concerning After-Care Transitional Housing for Escambia County - Commissioner Robinson, District 4

That the Board approve the contribution of $10,000 of discretionary funds by Commissioner Grover Robinson to the 501c3 non-profit Shepherds Place Intact Transitional.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Chapter 30 and Chapter 42 of the Escambia County Code of Ordinances Relating to Code Enforcement Liens.

   That the Board authorize the scheduling of a Public Hearing for January 4, 2018, at 5:31 p.m. to consider amending the lien and MSBU provisions in Chapter 30 and Chapter 42 of the Escambia County Code of Ordinances to ensure consistency with judicial determinations relating to lien priority and to clarify the procedures relating to summary abatement and MSBU tax assessments.

II. For Discussion

1. Recommendation Concerning the Memorandum of Agreement between Escambia County, Florida, the Emerald Coast Utilities Authority, and the Creekwood Homeowners' Association of Pensacola, Inc. relating to a wastewater system improvement project.

   That the Board discuss the Memorandum of Agreement between Escambia County, Florida, the Emerald Coast Utilities Authority, and the Creekwood Homeowners' Association of Pensacola, Inc. relating to a wastewater system improvement project.

16. Items added to the agenda.

17. Announcements.

18. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13357 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 12/14/2017
Issue: Adoption of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Kaycee Lagarde, a Senior Community and Media Relations Specialist, in Community and Media Relations, on her selection as "Employee of the Month" for December 2017; and

B. Adopt the Proclamation commending and congratulating Detreal S. Jackson, Senior Office Support Assistant to the Fire Marshall, in the Public Safety Department, on her selection as "Employee of the Year" for 2017.

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Kaycee Lagarde EOM December 2017 Proclamation

Detreal S. Jackson EOY 2017 Proclamation

PROCLAMATION

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

***WHEREAS**, Kaycee Lagarde, a Senior Community and Media Relations Specialist in Community and Media Relations, began her employment with the County on March 8, 2016, and is selected for "Employee of the Month" for December 2017, for the standards of excellence that she displays in the performance of her duties; and*

***WHEREAS**, Ms. Lagarde performs a wide range of professional public relations duties coordinating the timely development, administration, and release of information regarding the County's programs and services to foster and improve media and community relations; and*

***WHEREAS**, Kaycee has been responsible for the public relations and marketing material for several large events including the opening of the Brownsville Community Center, Celebrating Brownsville, and Escambia Cares. She scripted and voiced the new Human Resources orientation video, designed executive-level staff recruitment materials, and redesigned the Employee Benefits Handbook, County Directory and Emergency Management Disaster guide, and manages the Emergency Management and Fire Rescue Facebook Accounts; and*

***WHEREAS**, since Community and Media Relations has been short staffed, Ms. Lagarde has stepped up to fill the demands of a non-stop workload with the best attitude, remaining calm and courteous to both staff and the public, while consistently producing excellent work. Since January, she has had 105 interactions with the media, written and issued 233 press releases, updated the website more than 215 times, created 96 design products, attended 27 special events and assisted with 16 video projects. Kaycee can always be counted on to show up prepared and produce quality work by the deadline, all with a smile. She plays an integral role in helping the County put its best foot forward with our residents and employees.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Kaycee Lagarde on her selection as the "Employee of the Month" for December 2017.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: December 14, 2017

PROCLAMATION

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

***WHEREAS**, Detreal S. Jackson, Senior Office Support Assistant to the Fire Marshal, Public Safety Department, began her employment with the County on February 15, 2002, and was selected for "Employee of the Month" for February 2017; and*

***WHEREAS**, Ms. Jackson was selected to represent the Board of County Commissioners as the "Employee of the Year" for 2017 for the standards of excellence that she displays in the performance of her duties; and*

***WHEREAS**, Ms. Jackson has worked in the Escambia County Fire Rescue Office of Fire Prevention since September 2007 and consistently provides the highest level of customer service, not only to the public, but to her fellow employees as well. One thing that makes Ms. Jackson such a great assistant is her constant mindset that the customer comes first; and*

***WHEREAS**, she has shown her initiative by tirelessly working on the process of transferring historical inspection reports currently on paper over to digital storage; the process has been ongoing and is closing in on completion; and*

***WHEREAS**, Ms Jackson continually updates and/or designs processes that will enhance the Office of Fire Prevention's ability to document their daily activities. She is steadfast in her actions and stays with a project through to completion; and*

***WHEREAS**, she annually chronicles the Fire Prevention activities and completion statistics for Deputy Chief Paul Williams' use in the Escambia County Fire Rescue Annual Report; and*

***WHEREAS**, on New Year's Eve, Ms. Jackson was called on her day off and asked to report to her office to process a fireworks permit for the Flora-Bama Lounge, so that they might bring in the New Year with a bang. She willingly reported and got the job done. The fireworks display went off without a hitch.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Detreal S. Jackson on her selection as the "Employee of the Year" for 2017.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Douglas Underhill, District Two

Lumon J. May, Vice Chairman
District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: December 14, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13336 **Proclamations 8.**
BCC Regular Meeting
Meeting Date: 12/14/2017
Issue: Adoption of Retirement Proclamation
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamation.

Recommendation: That the Board adopt the Retirement Proclamation commending and congratulating Altons Pugh, Environmental Technician, Waste Services Department, on 15 years of dedicated service.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Altons Pugh Retirement Proclamation

PROCLAMATION

***WHEREAS**, Mr. Altons Pugh worked as a County employee very faithfully for 15 years, retiring as an Environmental Technician with the Waste Services Department; and*

***WHEREAS**, he began his association with Escambia County on March 21, 1998 for a period of five years, and later returned on May 7, 2007 to the Waste Services Department, where he was specifically trained in Hazardous Waste Operations and Emergency Response as well as Storing and Shipping Hazardous Waste for Small Quantity Generators (SQG); and*

***WHEREAS,** having shown exemplary ability in the performance of the job tasks assigned to him, he has operated the County's Household Hazard Waste (HHW) Program, maintained two Citizens Convenience Centers, as well as a 4,000 square foot waste facility for safe public drop-off and has operated and maintained the Waste Services Re-Blended Paint Program through which his efforts and abilities have diverted approximately 6,000 gallons of paint from disposal; and*

***WHEREAS**, Mr. Pugh worked with the Neighborhood Development Services to man HHW collection and transport at all Neighborhood Clean Ups for the Waste Services Department, as well as the department's own Regional Round-ups; and*

***WHEREAS**, Mr. Pugh has been the recipient of numerous commendations, including but not limited to, the Successful Team Achievement Reward (S.T.A.R.) for his exemplary service to Escambia County during our Severe Weather Event in 2014, and, most recently, the "Employee of the Month" for July 2017; and*

***WHEREAS,** Mr. Pugh has consistently exemplified great customer service, mentorship, and personified the County's desire to sincerely and effectively care for the safety and wellbeing of the citizens of Escambia County.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Mr. Altons Pugh for 15 years of faithful and dedicated service as an Escambia County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon May, Vice Chairman, District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

Adopted: December 14, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13355 **Written Communication 9.**

BCC Regular Meeting

Meeting Date: 12/14/2017

Issue: Written Communication from John O'Donnell (on behalf of Heang Long and Dung Ngoc Ly) re MSBU

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

November 14, 2017, communication from realtor John O'Donnell on behalf of property owners Heang Long and Dung Ngoc Ly regarding a Municipal Services Benefit Unit (MSBU) non-ad valorem tax assessment on their property located at 2215 West Brainerd Street. The MSBU tax assessment is in the amount of the abatement costs the County incurred to remove nuisance conditions on the property prior to the transfer of title to Heang Long and Dung Ngoc Ly.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Unlike requests for relief from daily fines under liens created by the Special Magistrate under Chapter 30 and governed by the Board's Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens, Section III, Part H.2, amended June 2, 2015, this written communication involves an MSBU non-ad valorem tax assessment for the County's actual cost of abating nuisance conditions pursuant to Code Section 42-165. All procedures in Section 42-165 for imposing MSBU tax assessments were properly executed by Code Enforcement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Email from John O'Donnell

From: john@hessrealtypensacola.com [mailto:john@hessrealtypensacola.com]
Sent: Tuesday, November 14, 2017 12:02 PM
To: District4 <District4@co.escambia.fl.us>
Cc: Jack R. Brown <jrbrown@myescambia.com>
Subject: Nuisance abatement issue

Good Morning,

I am sending this request after talking to Grover Anderson. This issue concerns property address 2215 W. Brainerd St. The current owner is Heang Long and Dung Ngoc Ly and I am helping them with this issue in a non official capacity because of the language bearer. The facts are as follows. Heang Long and Dung Ngoc Ly bought the property which is a vacant lot from Charles R Higdon and closed on the property November 23, 2016. Ive attached a copy of the Warranty Deed. Ive also attached a copy of their title policy. In August 2016 the county had to clear and clean Mr Higdon's lot and he was sent a notice August 20, 2016 that he owed the county a certain amount of money for the expense of clearing and cleaning the lot.

Heang Long closed on the property with a title company expecting the property to be free and clear of any encumbrances. He received his 2017 Property Tax bill and it showed he owed $2,019.60 for the cost by the county to clear and clean the property back in August of 2016. He did not own the property then and feels he should not be responsible for this amount. It should be the obligation of Mr Higdon who owned the property at that time. He is requesting the county release this property from this tax liability so he is not responsible and transfer this obligation to another property owned by Mr Higdon.

Thank you for taking the time to review this and if we can provide you with any additional information please let me know.

John ODonnell

850-292-1734

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13327 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 12/14/2017
Issue: 5:31 p.m. Public Hearing to Adopt the Uniform Method of Collection Resolution
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of assessments and reduce administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

Non Ad-Valorem Special Assessments would be subject to the same discounts for early payment as Ad-Valorem Taxes and are due no later than March 31:
4% November
3% December
2% January
1% February

BUDGETARY IMPACT:

This Resolution will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2018/2019.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the newspaper the boundaries of the assessment districts and send notice of the public hearing by first class mail to affected property owners when the assessment is collected for the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

Attachments

Uniform Method Resolution

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED IN BOTH THE UNINCORPORATED AND INCORPORATED AREAS OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida (hereinafter referred to as the "County") is contemplating the imposition of special assessments to defray the costs of benefits conferred by the provision of street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services; and

WHEREAS, the Board of County Commissioners of Escambia County intends to use the uniform method for collecting non-ad valorem special assessments to defray the costs of benefits conferred by the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services to property within both the unincorporated and incorporated areas of the County as authorized by §197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2018, in the same manner as provided for ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Escambia County held a duly advertised public hearing prior to the adoption of this Resolution with proof of publication of such hearing being attached hereto and incorporated herein as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. Commencing with the Fiscal Year beginning on October 1, 2018, and with the tax statement mailed for such Fiscal Year, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in

§197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services. Such non-ad valorem assessments shall be levied within both the unincorporated and incorporated areas of the County. A legal description of such area subject to the assessments is attached hereto and incorporated herein as **Exhibit B**.

Section 3. The County hereby determines that the levy of the assessments is needed to defray the costs of benefits conferred by the costs of street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services within both the unincorporated and incorporated areas of the County.

Section 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners of Escambia County, Florida.

Section 5. The Office of Management and Budget is hereby directed to send a copy of this Resolution by United States Mail to the Florida Department of Revenue, the Escambia County Tax Collector, and the Escambia County Property Appraiser by January 10, 2018.

ADOPTED at a public hearing this ____ day of December, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/17/17

PENSACOLA News Journal pnj.com

EXHIBIT A

Affidavits Requested: 1

ADMIN SERVICES OMB/LEGALS
221 PALAFOX PL STE 440

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared **Brittni L Pennington**, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF INTENT TO ADOPT

as published in said newspaper in the issue(s) of:

11/04/17, 11/11/17, 11/18/17, 11/25/17

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 30th of December 2017, by Brittni L Pennington who is personally known to me

Brittni L. Pennington
Affiant

Mark Dee Kent
Notary Public for the State of Florida
My Commission expires October 27, 2019

Publication Cost: $718.28
Ad No: 0002512360
Customer No: PNJ-22614650

NOTICE OF INTENT TO ADOPT A RESOLUTION TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS

The Board of County Commissioners of Escambia County, Florida (the "Board") hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessmentsto be levied within both the unincorporated and incorporated areas of Escambia County, for the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management, fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services commencing for the Fiscal Year beginning on October 1, 2018. The Board will consider the adoption of a resolution authorizing use of the uniform method of collection and compliance with Section 197.3632, Florida Statutes, at a public hearing to be held at 5:31 p.m., December 14, 2017, or as soon thereafter as possible, in the Board of County Commissioners' Chambers, 1st Floor, 221 Palafox Place, Pensacola, Florida. The resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. A copy of the proposed form of resolution, which contains the legal description of the real property subject to the levy, shall be available for public inspection during regular business hours in the Escambia County Management and Budget Services Office and in the Office of the Clerk of the Circuit Court and Comptroller, 221 Palafox Place, Pensacola, Florida. All interested persons are invited to attend and be heard regarding the proposed resolution.

In the event any person decides to appeal any decision by the Board of County Commissioners with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing be made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Angela Crawley, Assistant to the County Administrator (850) 595-4902 at least seven days prior to the date of the hearing.

Board of County Commissioners
Escambia County, Florida
Legal No. 2512360 4T November 4, 11, 18, 25, 2017

MARK DEE KENT
Notary Public - State of Florida
Comm. Expires October 27, 2019
Comm. No. FF 931266

EXHIBIT B

ESCAMBIA COUNTY, FLORIDA
MORE PARTICULARLY DESCRIBED
IN SECTION 7.17, FLORIDA STATUTES
INCLUDING THE CITIES OF CENTURY AND PENSACOLA
AND THE BARRIER ISLAND KNOWN AS SANTA ROSA ISLAND

Santa Rosa Island is further described as:
The land in Escambia County on the barrier island known as Santa Rosa Island, bound by federally owned property on both the East and on the West. The area intended to be within this boundary is more specifically described in general terms, and excludes all federally owned property. Area description includes property and parcels beginning at the East boundary of Fort Pickens National Park on Santa Rosa Sound meandering eastward along the North shoreline of Santa Rosa Island, excluding the approximately 18.75 acre island, the road and the bridge entrance owned by the United States Department of Interior commonly known as EPA Island; continuing along the North shoreline of Santa Rosa Island easterly and crossing the inlet to Little Sabine Bay to a point due East of the North shoreline of the peninsula which encloses Little Sabine Bay; continuing North along the shoreline of Santa Rosa Island to the southerly foot of the Bob Sikes Bridge over Santa Rosa Sound; thence meandering easterly along the North shoreline of Santa Rosa Island to the Eastern boundary of a parcel owned by the State of Florida Department of Education known as the UWF property at Big Sabine on the North shore of Santa Rosa Island; thence Southerly along the East Boundary of the UWF property (the same being the West boundary of property owned by the United States Government) to the South shoreline of Santa Rosa Island on the Gulf of Mexico; thence meandering along the shoreline of the Gulf of Mexico westward a distance of approximately nine (9) miles to a point south of the point of beginning established in this generalized area defined herein; thence Northward in a direct line from said point on the Gulf of Mexico shoreline to the point where this description begins at the Northeast boundary of Fort Pickens National Park.

THIS DESCRIPTION OF SANTA ROSA ISLAND IS FOR REFERENCE ONLY AND NOT INTENDED TO BE USED FOR LEGAL DOCUMENTS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13309 **Public Hearings 12.**
BCC Regular Meeting
Meeting Date: 12/14/2017
Issue: 5:32 p.m. Public Hearing to Adopt the Saverna Park Subdivision Street Lighting MSBU Ordinance
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Saverna Park Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance and all related documents creating the Saverna Park Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), with an estimated on-going assessment of $120 after a first-year estimated assessment of $232, covering approximately 22 months, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

This Ordinance was originally scheduled to be adopted on September 7, 2017, but staff was directed to bring it back to a later meeting after the lighting plan could be revised to reduce the estimated assessment.

BACKGROUND:

The owners of the property contained in Saverna Park Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

The majority owners, Saverna Park LLC and Adams Homes of Northwest Florida, together own 66% of the 143 properties that will make up the lighting district. The majority owners submitted a Letter of Request asking to create the MSBU, and this letter meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot for the first year of assessment will be $232, which has to cover 22 months of service and a 10% reserve, and then subsequent annual assessments will decrease to an estimated $120.

This ordinance was originally scheduled to be adopted on September 7, 2017, but staff was directed to bring it back to a later meeting after the lighting plan could be revised to reduce the estimated assessment. The revised plan reduces assessments from $250 to $120, and this was made possible by reducing the number of poles from 46 to 35, and changing the fixture type.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Saverna Park Ordinance

ORDINANCE 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 57, SECTIONS 70-500.282 - 70-500.289 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE SAVERNA PARK SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Saverna Park Subdivision Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2016-155**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Saverna Park Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 143 properties in this proposed district, and the property owners within the Saverna Park Subdivision submitted a letter to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this request meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Saverna Park Subdivision.

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

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

Section 2: Part I, Chapter 70, Article III, Division 57, Sections 70-500.282 through 70-500.289 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 57. – SAVERNA PARK SUBDIVISION

Sec. 70-500.282. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.283. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Saverna Park Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.*"

Sec. 70-500.284. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Saverna Park Subdivision Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting for the District. The Cost for street lighting may include, but is not limited to, any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Saverna Park Subdivision Street Lighting MSBU described hereafter.

The Saverna Park Subdivision Street Lighting District shall include the following:

A 143 lot single-family residential subdivision zoned VR-2, F.L.U. MU-6 of a portion of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Pages 12, 12A & 12B, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and as further described in **Exhibit A,** attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel identified with a unique property identification number by the Property Appraiser.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.285. - DISTRICT CREATED. There is hereby created within Escambia County the *Saverna Park Subdivision Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.286. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.287. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from improved street lighting will vary according to the linear footage along the affected streets because of the large differential in Lot size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots within the District which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.288. - NON-AD VALOREM SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2), Florida Statutes, as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.289. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

C. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the Lot owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner that the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

E. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. **EFFECTIVE DATE**. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

DONE AND ENACTED this ____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 8/22/17

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

Exhibit A

DESCRIPTION: *(AS PREPARED BY MERRILL PARKER SHAW, INC.)*

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 49 MINUTES 21 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WELL LINE ROAD (100' R/W) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 87 DEGREES 30 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WELL LINE ROAD, FOR A DISTANCE OF 1323.54 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE AFOREMENTIONED SECTION 10; THENCE, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF WELL LINE ROAD, RUN SOUTH 02 DEGREES 46 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SECTION 10, FOR A DISTANCE OF 2547.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE, DEPARTING THE AFORESAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, RUN NORTH 87 DEGREES 18 MINUTES 27 SECONDS WEST, ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, FOR A DISTANCE OF 905.48 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0412 AT PAGE 0456, AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE, DEPARTING SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10; RUN SOUTH 02 DEGREES 49 MINUTES 19 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0412 AT PAGE 0456, AND THE WEST LINE OF THE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0858 AT PAGE 1709, AND BOOK 1892 AT PAGE 0370 AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR A DISTANCE OF 210.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 1892 AT PAGE 0370; THENCE RUN SOUTH 87 DEGREES 10 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 1892 AT PAGE 0370, FOR A DISTANCE OF 208.27 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0415 AT PAGE 0735, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 20 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0415 AT PAGE 0735, AND THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0896 AT PAGE 0141, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY , FLORIDA, FOR A DISTANCE OF 210.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0896 AT PAGE 0141; THENCE RUN SOUTH 87 DEGREES 10 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0896 AT PAGE 0141, FOR A DISTANCE OF 70.55 FEET; THENCE, DEPARTING SAID SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 0896 AT PAGE 0141, RUN SOUTH 02 DEGREES 02 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 48.19 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 192.91 FEET FOR AN ARC DISTANCE OF 53.86 FEET (DELTA = 15 DEGREES 59 MINUTES 51 SECONDS, CHORD BEARING = SOUTH 05 DEGREES 57 MINUTES 01 SECONDS EAST, CHORD DISTANCE = 53.69 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 64.54 FEET FOR AN ARC DISTANCE OF 72.70 FEET (DELTA = 64 DEGREES 31 MINUTES 57 SECONDS, CHORD BEARING = SOUTH 46 DEGREES 12 MINUTES 55 SECONDS EAST, CHORD DISTANCE = 68.91 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE RUN EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 416.30 FEET FOR AN ARC DISTANCE OF 84.56 FEET (DELTA = 11 DEGREES 38 MINUTES 27 SECONDS, CHORD BEARING = SOUTH 6. DEGREES 18 MINUTES 07 SECONDS EAST, CHORD DISTANCE = 84.42 FEET) TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5612.71 FEET FOR AN ARC DISTANCE OF 211.51 FEET (DELTA = 2 DEGREES 09 MINUTES 33 SECONDS, CHORD BEARING = SOUTH 89 DEGREES 02 MINUTES 34 SECONDS EAST, CHORD DISTANCE = 211.50 FEET); THENCE RUN SOUTH 87 DEGREES 57 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 33.35 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 122.94 FEET FOR AN ARC DISTANCE OF 84.05 FEET (DELTA = 39 DEGREES 10 MINUTES 21 SECONDS, CHORD BEARING = SOUTH 68 DEGREES 22 MINUTES 38 SECONDS EAST, CHORD DISTANCE = 82.43 FEET); THENCE RUN SOUTH 48 DEGREES 47 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 98.36 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 228.68 FEET FOR AN ARC DISTANCE OF 58.74 FEET (DELTA = 15 DEGREES 05 MINUTES 5. SECONDS, CHORD BEARING = SOUTH 56 DEGREES 20 MINUTES 23 SECONDS EAST, CHORD DISTANCE = 58.58 FEET); THENCE RUN SOUTH 83 DEGREES 53 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 32.37 FEET TO THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 4491 AT PAGE 1130, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 44 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 4491 AT PAGE 1130, FOR A DISTANCE OF 56.38 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 4491 AT PAGE 1130; THENCE RUN SOUTH 87 DEGREES 03 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 4491 AT PAGE 1130, FOR A DISTANCE OF 335.78 FEET TO THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3501 AT PAGE 0211 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 03 DEGREES 02 MINUTES 48 SECONDS WEST, ALONG SAID WEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3501 AT PAGE 0211 AND ALONG THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4084 AT PAGE 0787 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR A DISTANCE OF 134.84 FEET TO THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 6302 AT PAGE 1648 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE RUN NORTH 87 DEGREES 14 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 6302 AT PAGE 1648, FOR A DISTANCE OF 110.89 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 6302 AT PAGE 1648; THENCE RUN SOUTH 07 DEGREES 09 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 6302 AT PAGE 1648, FOR A DISTANCE OF 434.43 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 10; THENCE RUN NORTH 87 DEGREES 10 MINUTES 52 SECONDS WEST, ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, FOR A DISTANCE OF 1518.09 TO THE AFOREMENTIONED WEST LINE OF SECTION 10; THENCE RUN NORTH 02 DEGREES 49 MINUTES 21 SECONDS EAST, ALONG SAID WEST LINE OF SECTION 10, FOR A DISTANCE OF 1530.78 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3949 AT PAGE 0981 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE, DEPARTING SAID WEST LINE OF SECTION 10, RUN SOUTH 87 DEGREES 10 MINUTES 39 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3949 AT PAGE 0981, FOR A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3949 AT PAGE 0981; THENCE RUN NORTH 02 DEGREES 49 MINUTES 21 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3949 AT PAGE 0981, FOR A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3949 AT PAGE 0981; THENCE RUN NORTH 87 DEGREES 10 MINUTES 39 SECONDS WEST, ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3949 AT PAGE 0981, FOR A DISTANCE OF 210.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN THE OFFICIAL RECORDS BOOK 3949 AT PAGE 0981, SAID POINT BEING ON THE AFOREMENTIONED WEST LINE OF SECTION 10; THENCE RUN NORTH 02 DEGREES 49 MINUTES 21 SECONDS EAST, ALONG SAID WEST LINE OF SECTION 10, FOR A DISTANCE OF 2122.37 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 10, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 109.80 ACRES MORE OR LESS. SAID PARCEL BEING SUBJECT TO A 30 FOOT WIDE OKALOOSA COUNTY GAS DISTRICT PIPELINE.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13300 **Public Hearings 13.**

BCC Regular Meeting

Meeting Date: 12/14/2017

Issue: 5:33 p.m. Public Hearing to Consider Adoption of the Oakfield Redevelopment Area Plan

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting the Oakfield Redevelopment Area Plan.

Recommendation: That the Board adopt the Oakfield Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

BACKGROUND:

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-147) creating the Oakfield Redevelopment District.

On September 5, 2017, at 8:35 a.m., the Planning Board conducted a public hearing to review and recommend the the Board of County Commissioners (BCC) adoption of the Oakfield Redevelopment Area Plan and determine that the Plan was in conformance with the local Comprehensive Plan.

On December 14, 2017 at 5:33 p.m., a Board meeting was convened to conduct a Public Hearing to consider adoption of the Oakfield Redevelopment Area 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:

Conducting a Public Hearing to consider adoption of the Oakfield Redevelopment Area Plan is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

The CRA solicited input from residents and business owners in the Oakfield area by conducting a series of four monthly public community meetings in November 2016 - April 2017. Upon adoption by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

Attachments

Oakfield Redev Area Plan_Dec2017
Legal signoff_Dec2017
PBMinutes_Plan_Dec2017
Oakfield Resolution_Dec2017



OAKFIELD ACRES PARK-GETTYSBURG DRIVE: GOOGLE MAPS

OAKFIELD REDEVELOPMENT Area PLAN

Prepared by Escambia County
Community Redevelopment Agency
Neighborhood & Human Services Department

Adopted by the Board of Escambia County
Commissioners: {Month, Year}

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 such as the power to designate certain areas as: slum and/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 area. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the CRA. 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 Escambia County Board of County Commissioners designated a portion of the Oakfield Community as a redevelopment district. It was found that the designated district was a blighted area with a shortage of affordable houses for low and moderate income households. This designation was necessary in the interest of the public health, safety, morals and welfare of the residents to eliminate the present condition of blight in area. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the CRA Oakfield Redevelopment District and is written in compliance with F. S. Part III, Chapter 163.

The Oakfield Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County CRA, area residents, and community leaders. The intent of the redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the designated Oakfield Redevelopment District. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Oakfield. 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 the CRA Oakfield District. 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 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 Oakfield.

CHAPTER 4: CAPITAL IMPROVEMENTS

This Chapter identifies projects that can be pursued as ongoing, in the short-term, mid-term, and long-term range. 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 Community Redevelopment Agency Oakfield Redevelopment District.

APPENDICES

Five appendices conclude the Redevelopment Plan: A) Public workshops documentation; B) Statutory requirements; C) Tax increment financing; D) Resolution and Legal Description and E) A map indicating possible ECUA sewer expansion area.

INTRODUCTION & GEOGRAPHIC CONTEXT

Initiated in 2014, Escambia County's Oakfield Redevelopment Strategy was a result of efforts to strengthen the center core region in Escambia County and continue the challenge to rehabilitate blighted neighborhoods. The CRA Oakfield District is centrally located 3.5 miles northwest of the heart of downtown Pensacola (Fig. 1.1). The City of Pensacola, which is now over 450 years old, around which Escambia County was developed, houses the location of a large U.S. naval air station, and is a designated tourist destination for residents of Louisiana, Alabama, and Mississippi. The CRA Oakfield Redevelopment District, where Old Palafox Street is located, provides a major and historic north-south artery to the heart of downtown Pensacola.

The southern part of Escambia County is connected 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 near Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola International Airport.

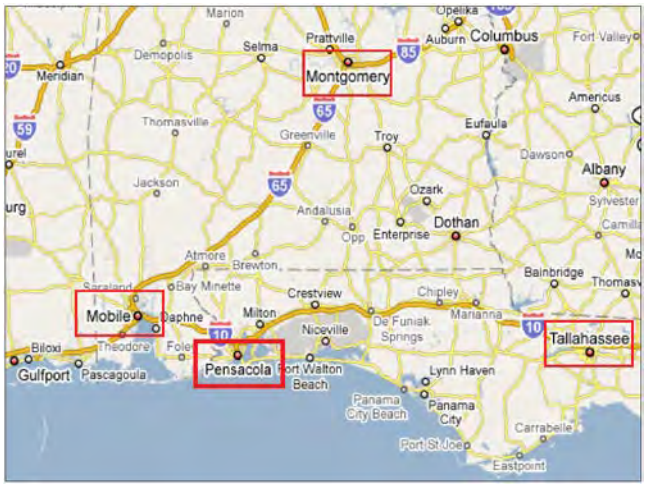


Figure 1.1: Pensacola regional context, GOOGLE MAPS

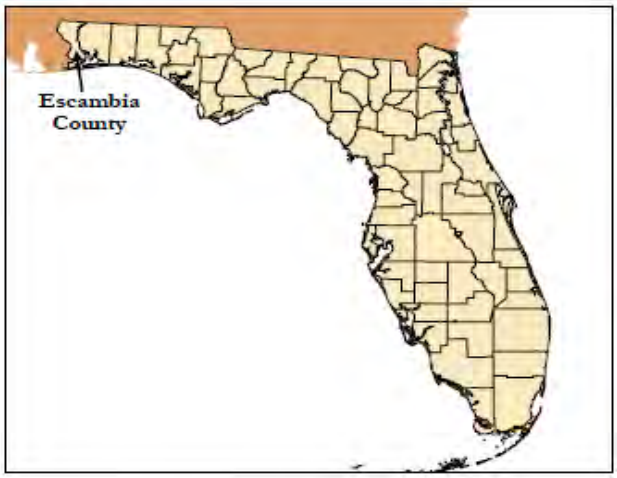


Figure 1.2: Map showing Escambia County's location in Florida, ESCAMBIA COUNTY GIS

As elsewhere in the Florida Panhandle, Escambia County's overall growth 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 downtown businesses have grown, and prospered, many other areas, particularly in the unincorporated parts of the county, have faced challenges in economic and residential growth.

REDEVELOPMENT AREA BOUNDARY

The CRA Oakfield Redevelopment District (Fig. 1.3) is bounded by 1-10 on the north, 1-110 on the east, Brent Lane on the south and Pensacola Blvd. (State Highway 29) on the west. The total area comprises 2,168.91 acres and has more than 18 recognized neighborhoods.

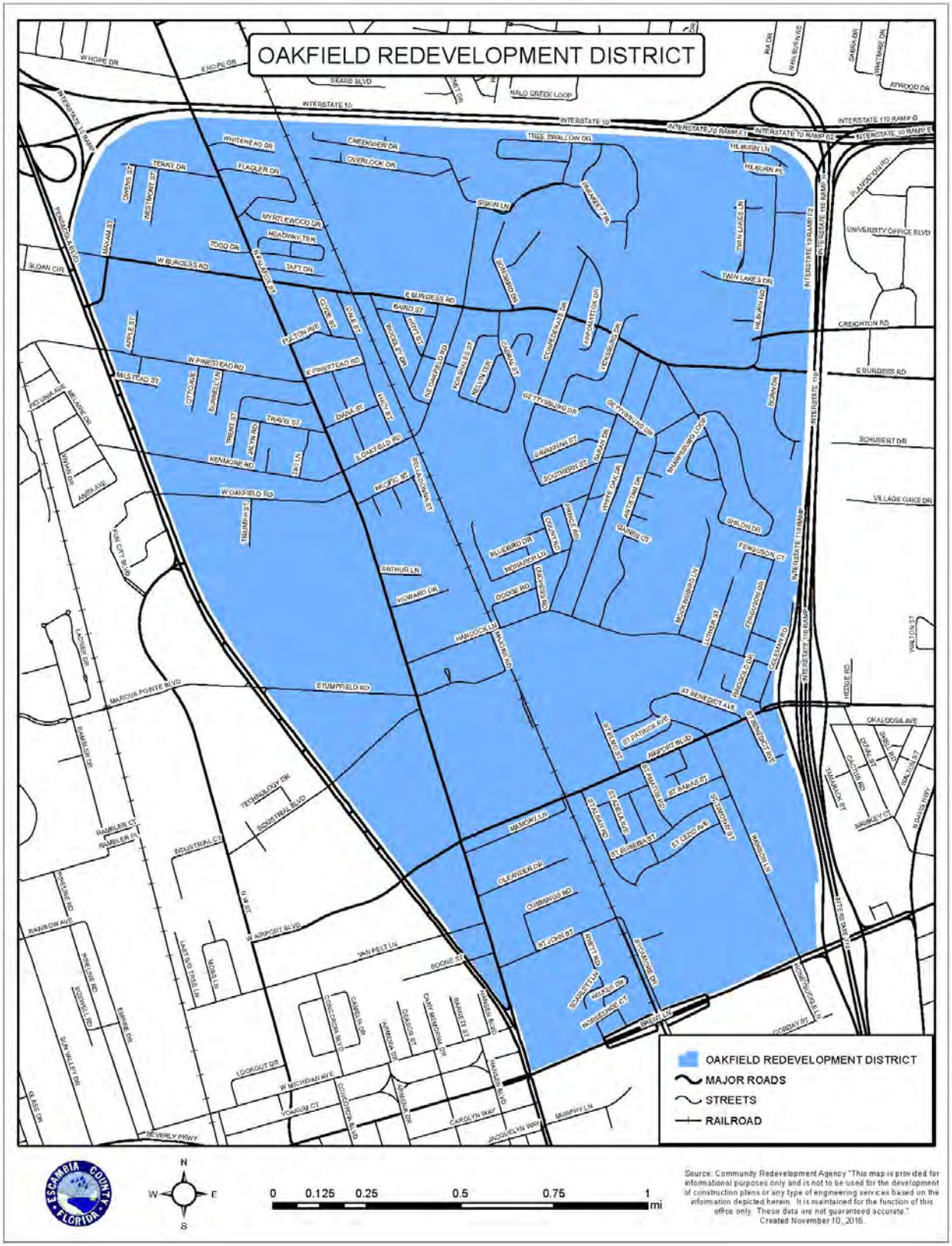


Fig. 1.3: OAKFIELD REDEVELOPMENT DISTRIFCT, ESCAMBIA COUNTY GIS

As one of Escambia County's nine Community Redevelopment Areas, the CRA Oakfield Redevelopment District is located north east of the CRA Palafox District, south of the CRA Ensley District, south west of the CRA Atwood District and is approximately 7.6 miles south of the CRA Cantonment District (Fig. 1.4). The Oakfield CRA District was once a central hub of Pensacola from the 1960's to the 1980's and continues to be utilized by many commuters.

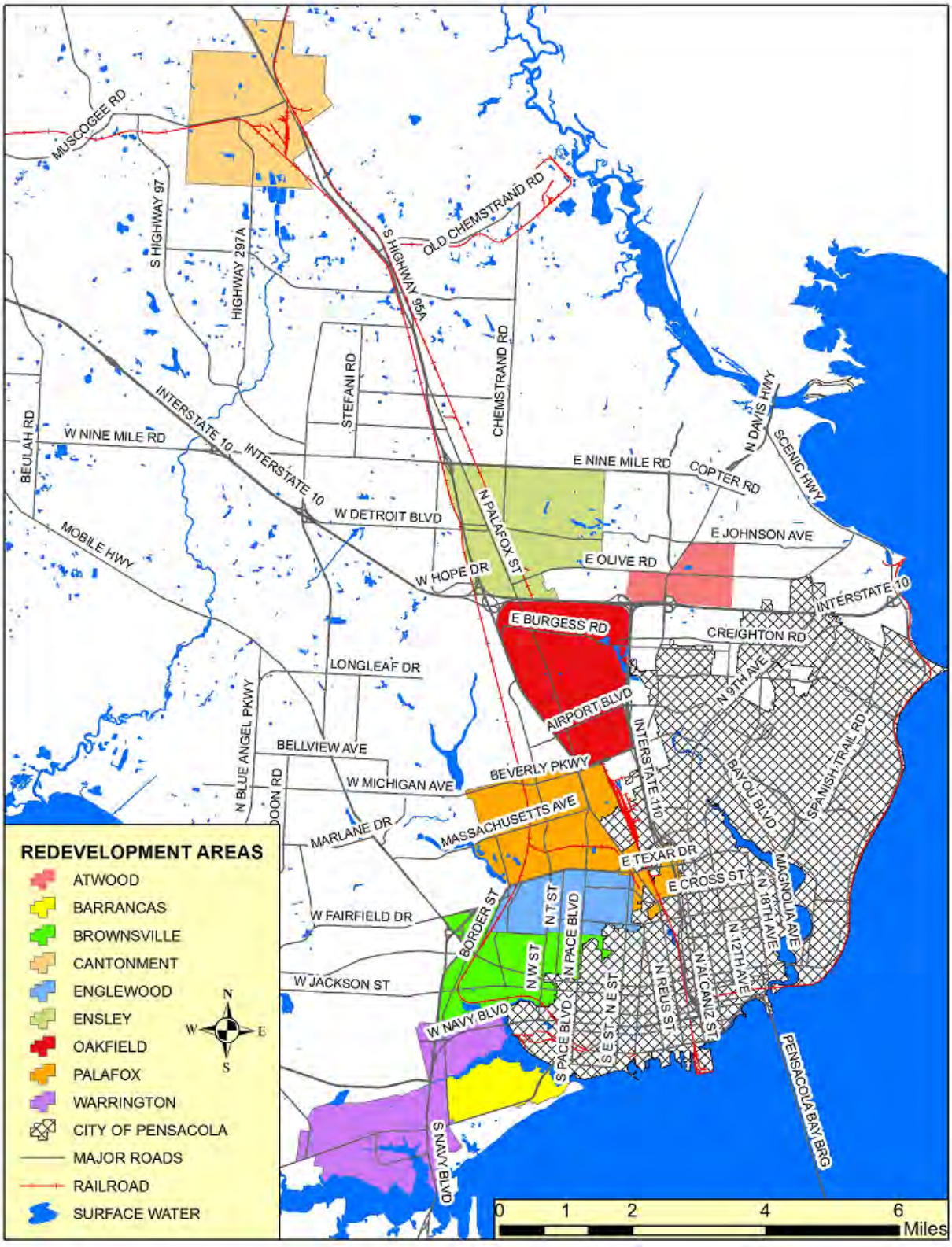


Fig. 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT AREAS, ESCAMBIA COUNTY GIS

CHAPTER 2: INVENTORY AND ANALYSIS

EXISTING LAND USE

The CRA Oakfield District is composed of 2,861 parcels across 1,974 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 40% of total land use), **Commercial** (approximately 15%), **Vacant** (approximately 19%), **Industrial** (approximately 6%), and **Institutional** (approximately 12%). **Other land uses,** such as: parks, public properties and utilities comprise the remaining approximately 10% of land uses identified in the Redevelopment Area. A more detailed description of these land uses follows below.

Land Use Type	Acreage	%
Residential	785.44	39.78%
Single-Family Detached	680.62	34.48%
Single-Family Attached	11.88	0.60%
Multi-Family Residential	44.41	2.25%
Mobile Home Park	13.12	0.66%
Mobile Home	35.41	1.79%
Commercial	289.86	14.68%
Industrial	114.38	5.79%
Institutional	234.11	11.86%
Parks	11.65	0.59%
Public	152.71	7.74%
Utilities	21.70	1.10%
Vacant/Undeveloped	364.29	18.45%
Total	**1,974.14**	**100%**

TABLE 2.1: EXISTING LAND USES IN THE OAKFIELD REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

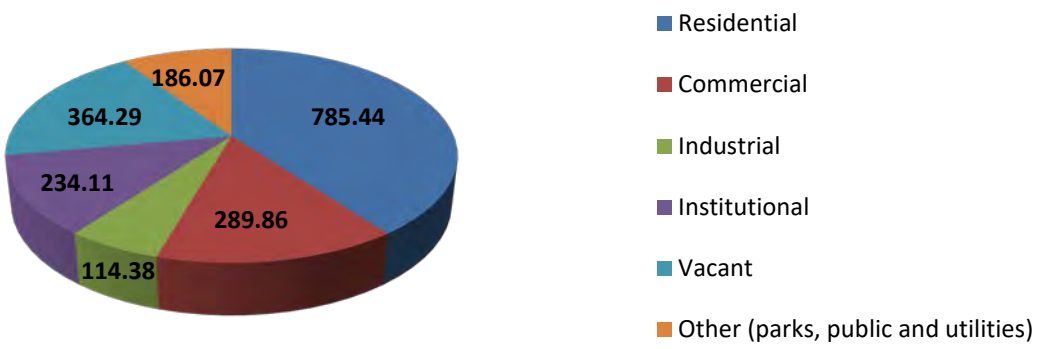


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENT OF TOTAL ACRES. ESCAMBIA COUNTY GIS

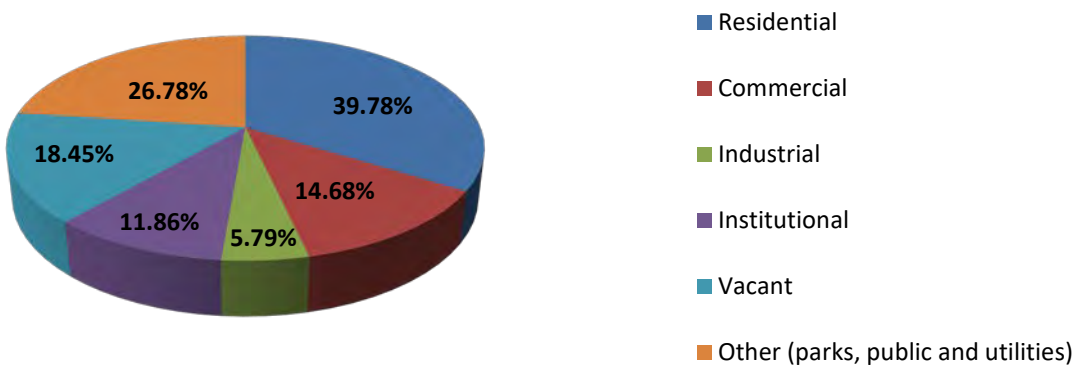


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

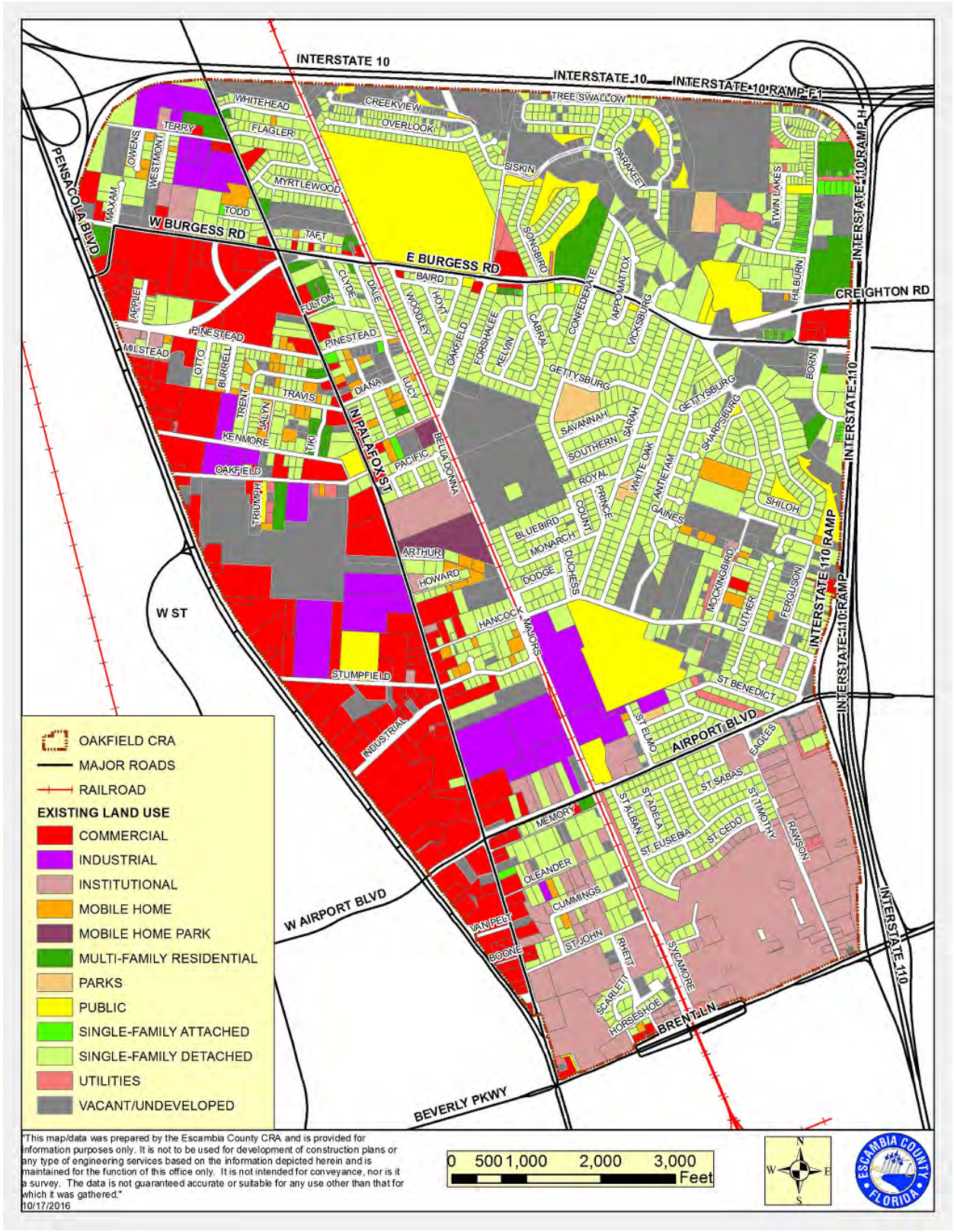


FIGURE 2.3: EXISTING LAND USE IN THE OAKFIELD REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

RESIDENTIAL

Of the 785.44 acres of residential land; single-family homes (attached and detached), account for 693 acres, or 71.59% of the total residential acreage of the CRA Oakfield Redevelopment District. Single-family residential uses account for a total of 2,048 parcels, or 72% of the total number of parcels in the District. This is by far the most dominant land-use type. The second largest land use is Vacant/Undeveloped, comprising of 290 acres, or 10% of the District. The third largest land use in the CRA Oakfield District is Commercial property. Even though there are 173 Commercial lots, those lots account for only 6% of the existing land use.

At a much small fraction of residential land use are the other residential types – multi-family (44.41 acres over 45 parcels), mobile homes (35.41 acres over 2 parcels) and mobile home parks (13.12 acres over 78 parcels). Their combined share of acreage is 4.37% of the residential acreage of the District.



EXISTING RESIDENTIAL HOMES IN THE OAKFIELD REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

VACANT USES

As a testament to the redevelopment potential of the area, the CRA Oakfield Redevelopment District's second largest land-use category is vacant or undeveloped land. Approximately 10.14% of the district consists of 364.29 acres across 290 parcels that are vacant/undeveloped.

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. Smaller vacant parcels can be assembled and larger vacant parcels are "development ready" to support new development and/or significant adaptive reuse of underutilized and deteriorating buildings.

There are several large undeveloped parcels in the CRA Oakfield Redevelopment District. These areas consist of approximately 10% of land use and are presently heavily wooded and many are listed "For Sale". There are no known future development plans for these sites.



VACANT PROPERTIES, OAKFIELD REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

COMMERCIAL

The third largest land use contingent occupies 289.86 acres, or 6.05% of the total CRA Oakfield Redevelopment District's acreage, covering 173 parcels. These uses are located primarily along the commercially-oriented Pensacola Boulevard (Highway 29), North Palafox Street, Brent Lane and Airport Boulevard. Smaller concentrations of commercial uses are also found along West Burgess Street. Oakfield's geographic location, nearly in the center of Escambia County, serves the suburban clientele of those who work and reside in and around the Oakfield community.

The CRA Oakfield District's major commercial corridors, as mentioned above, continue to need revitalization and upgrades. In the district, many of the commercial uses are generally left vacant or in dilapidated conditions. Commercial zoning pattern appears to coincide with the current uses. As part of the initial redevelopment efforts for this community, an Overlay District could be created to further offer building guidelines and restrictions.

Pensacola Boulevard offers Oakfield residents multiple retail choices and is a major commercial corridor in the Oakfield community. There are several types of commercial developments including auto dealerships, restaurants, small businesses and fast food choices. Also, located within the CRA Oakfield Redevelopment District is Pensacola's first indoor shooting range.



COMMERCIAL USES ALONG PENSACOLA BLVD. (HIGHWAY 29), PHOTO: GOOGLE MAPS

PARKS, PUBLIC USES AND UTILITIES

Public uses in the CRA Oakfield Redevelopment District, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such a public park, schools, storm water detention areas, and government buildings. These land uses consist of approximately 2.87% of existing land in the district. There are two public schools currently located within the district, (Woodham Middle School and Brown-Barge Middle School) and three private Christian Schools, (Pensacola Christian College/Academy and Sunshine Christian Private School).

Prior to the beginning of school year in August of 2018, the Escambia County School District will rezone Woodham Middle School students to other schools. West Florida High School will move into the former Woodham Middle School. Brown-Barge Middle School will move to the former West Florida High School site.

Oakfield Acres Park is currently the only utilized public park located within CRA Oakfield Redevelopment District. Oakfield Acres Park is located at 6124 Confederate Drive and is a 1-acre park with amenities such playground equipment, a Gazebo, picnic tables and plenty of open space for other activities. Pensacola Christian College and Academy has several private baseball parks, walking tracks and open green spaces as indicated below.



PARK AND PUBLIC FACILITIES, CRA OAKFIELD DISTRICT, GOOGLE MAPS



GREEN SPACES AT PENSACOLA CHRISTIAN COLLEGE AND ACADEMY, GOOGLE MAPS

INSTITUTIONAL

Institutional uses in the CRA Oakfield Redevelopment District occupy 234 acres, which is 12% of the land. This land use category has a total of 117 parcels, which represents 4.09% of total parcels of the district. Institutional uses are generally churches or church-owned properties. However, the Escambia Education Association is located within the CRA Oakfield Redevelopment District and serves many local organizations and assists local teacher organizations and groups.



ESCAMBIA EDUCATION ASSOCIATION, PHOTO: GOOGLE MAPS



INSTITUTIONAL USES, CRA OAKFIELD DISTRICT, PHOTO: GOOGLE MAPS

INDUSTRIAL

Industrial uses make up a small portion, 5.79% of the CRA Oakfield Redevelopment District. Nearly all the industrial land uses are located off of North Palafox Street and Pensacola Boulevard (Highway 29).



INDUSTRIAL PROPERTIES, CRA OAKFIELD DISTRICT, PHOTO: GOOGLE MAPS

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 nearly all the Oakfield Redevelopment District as a candidate for mixed-use urban redevelopment with strip commercial development along established corridors.

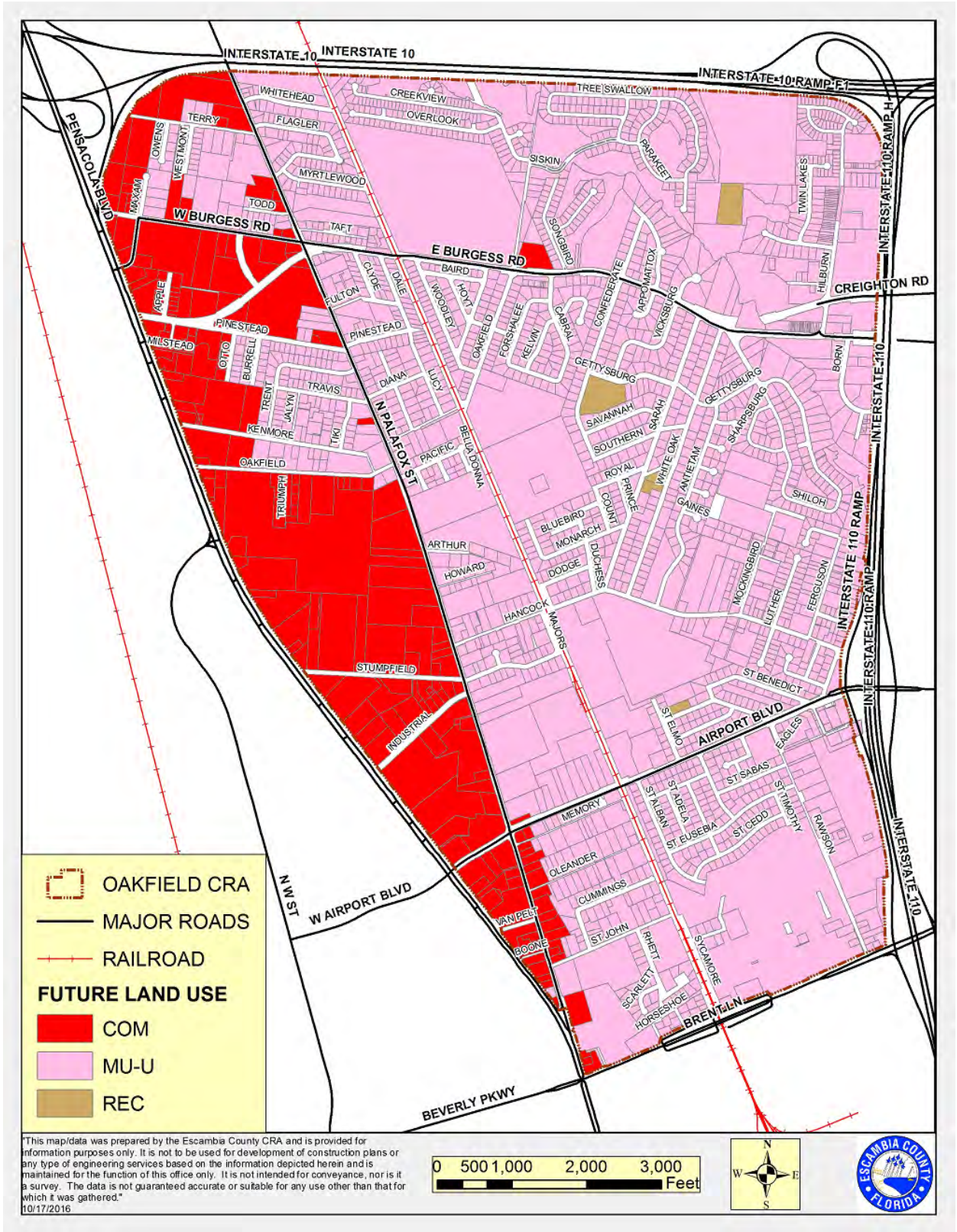


Figure 2.4: FUTURE LAND USE IN THE CRA OAKFIELD REDEVELOPMENT AREA, Escambia County GIS

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 CRA Oakfield Redevelopment Area and are included below:

Chapter 7: Future Land Use 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 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 are outlined below:

1. FLUM Mixed-Use Urban (MU-U)

General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category.

Range of Allowable Uses: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic, limited agriculture.

Standards: Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), 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. FLUM 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 Maximum Density: 25/du/acre, Non-Residential Minimum Intensity: None, and Maximum Intensity: 1.0 Floor Area Ration (FAR).

3. FLUM 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 Maximum Density: None, Non-Residential Minimum Intensity: None, and Maximum Intensity: 1.0 FAR

4. FLUM 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 Maximum Density: None, Non-Residential Minimum Intensity: None, and Maximum intensity: 0.5 FAR

5. FLUM 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 Maximum Density: None, Non-Residential Minimum Intensity: None, and Maximum intensity: None

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 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.

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 MU-S, MU-U, Commercial and Industrial Future Land Use categories (except for 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 MU-S Future Land Use category and encourage the maximum densities and intensities in the MU-U Future Land Use category.

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.

OBJCETIVE 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 more than 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 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 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, 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, Oakfield, 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 and road construction projects in urban areas or community redevelopment areas will 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 near 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 the community needs, consistent with land use policies, is environmentally sound, and that 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 will 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 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 will 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. Escambia County will provide affordable homeownership 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 will 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 will be provided at established levels of service within Escambia County consistent with the Interlocal Agreements 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.

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 by 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 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 will 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

The CRA Oakfield Redevelopment District land is divided into seven zoning categories. Three primary zoning categories are represented in the district; **medium density residential, heavy commercial/light industrial** and **high density mixed use.** As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying 63.44% of the total acreage, heavy commercial/light industrial, occupying 22.55%, and commercial representing 13% (Table 2.2). The CRA Oakfield Redevelopment District zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	%
HDMU	285.45	14.48%
HDR	253.78	12.87%
MDR	636.14	32.27%
HC/LI	508.66	25.80%
HC/LI-NA	3.98	0.20
Commercial	271.90	13.79%
Recreation	11.65	0.59%
Total	**1,187.06**	**100%**

TABLE 2.2 DISTRIBUTION OF ZONING CATEGORIES,
ESCAMBIA COUNTY GIS

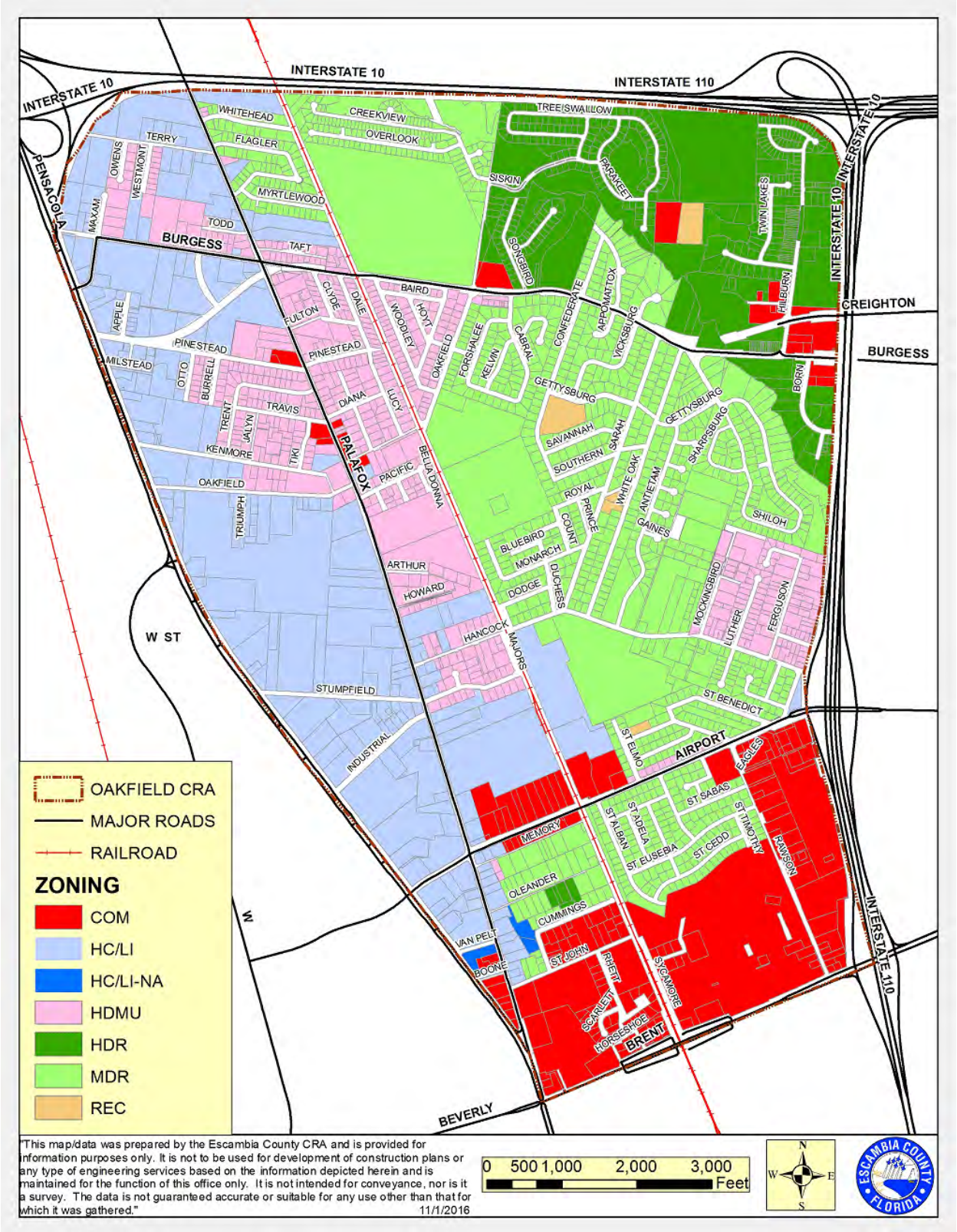


FIGURE 2.5: ZONING CATEGORIES IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

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. On 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.

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.

Heavy Commercial and Light Industrial NA designation (HC/LI-NA): Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, micro-distilleries, micro-wineries, bars, nightclubs or adult entertainment uses on the rezoned property.

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.

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.

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.

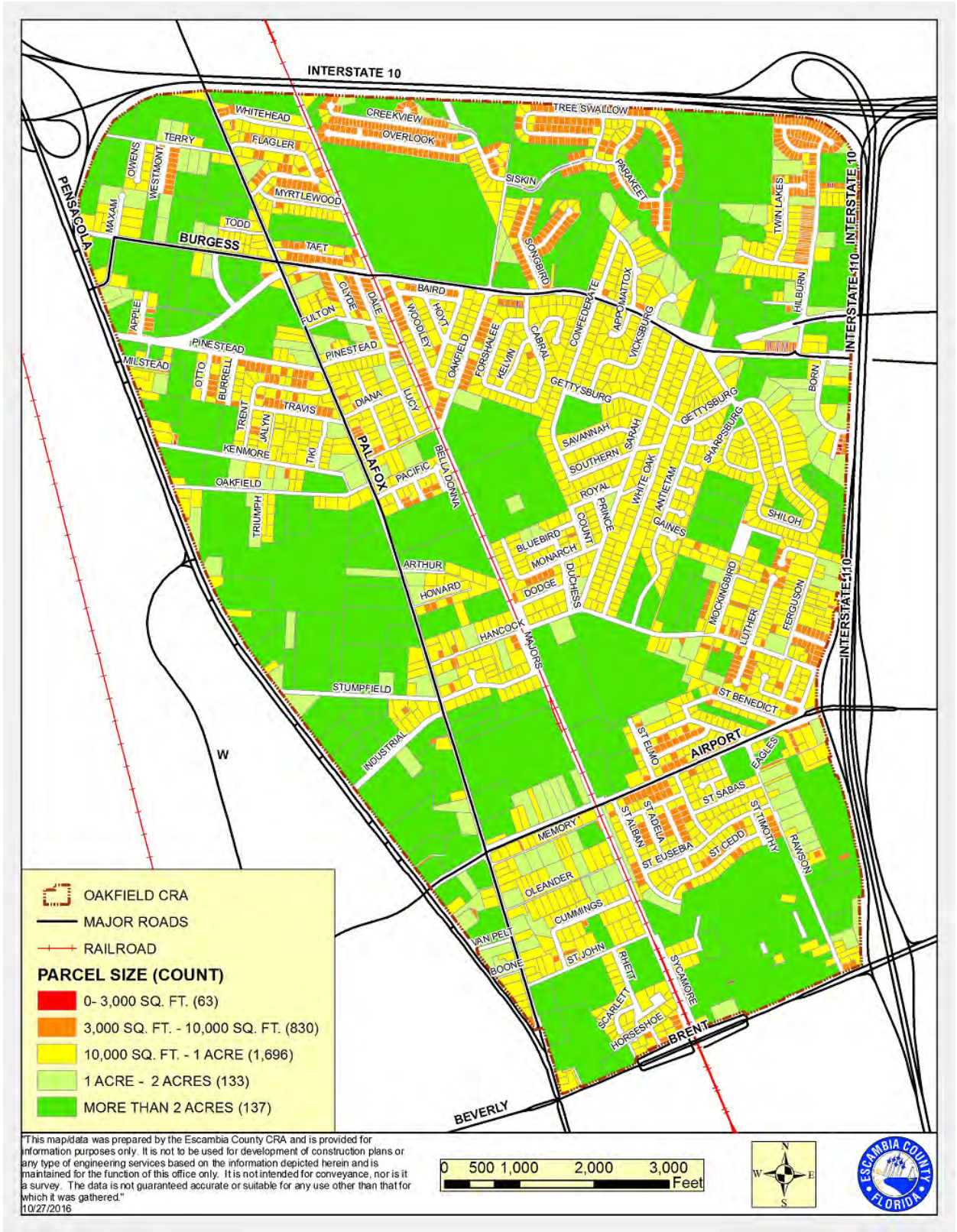


FIGURE 2.6: PARCEL SIZE IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority, (51%), of parcels in the CRA Oakfield Redevelopment District are between 3,000 square feet to 9,999 square feet. The next most common parcel size (39%), are parcels that are between 10,000 square feet-1 acres (43,560 square feet) in size. The next most common parcel size in are lots that are less than 3,000 square feet, representing nearly 5% of the district. The remaining parcels, (4.8%), are 1 acre or above.

Parcel Size	Count	Percent
< 3,000 square feet	63	2.20%
3,000 – 9,999 square feet	830	29.03%
10,000 square feet – 1 acre	1,696	59.31%
1-2 acres	133	4.65%
> 2 acres	137	4.79%
Total	**2,859**	**100**

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 CONDITIONS

Housing conditions in the CRA Oakfield Redevelopment District is in many areas are in fair, poor condition, and the distribution of substandard housing is scattered across the entire District (Fig. 2.7), while the neighborhoods of Rosemont, Victory Heights, Oakfield Estates and Belle Meade contain a relatively higher concentration of poor quality housing.

CRA staff conducted a neighborhood housing survey throughout the entire CRA Oakfield Redevelopment District. 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 missing or curling. There may be evidence of the need for energy improvements and new 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.

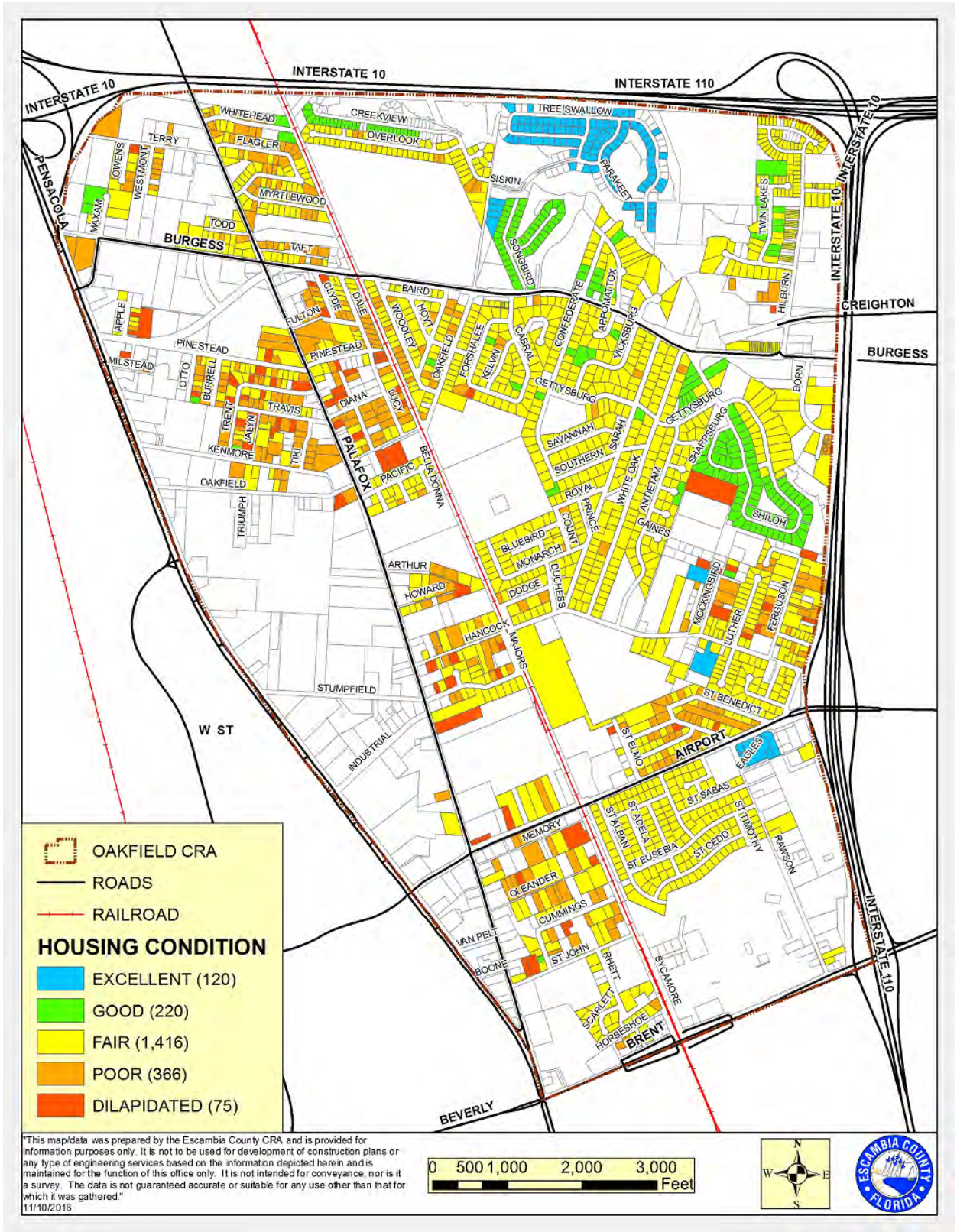


FIGURE 2.7: HOUSING CONDITIONS IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

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 2,197 houses in the CRA Oakfield Redevelopment District, over 20% are in either poor or dilapidated condition, a little over half, 64% of the housing stock, is in fair condition. Only 10% of the existing homes are in good condition and 120 homes (5.46%), are in excellent condition.

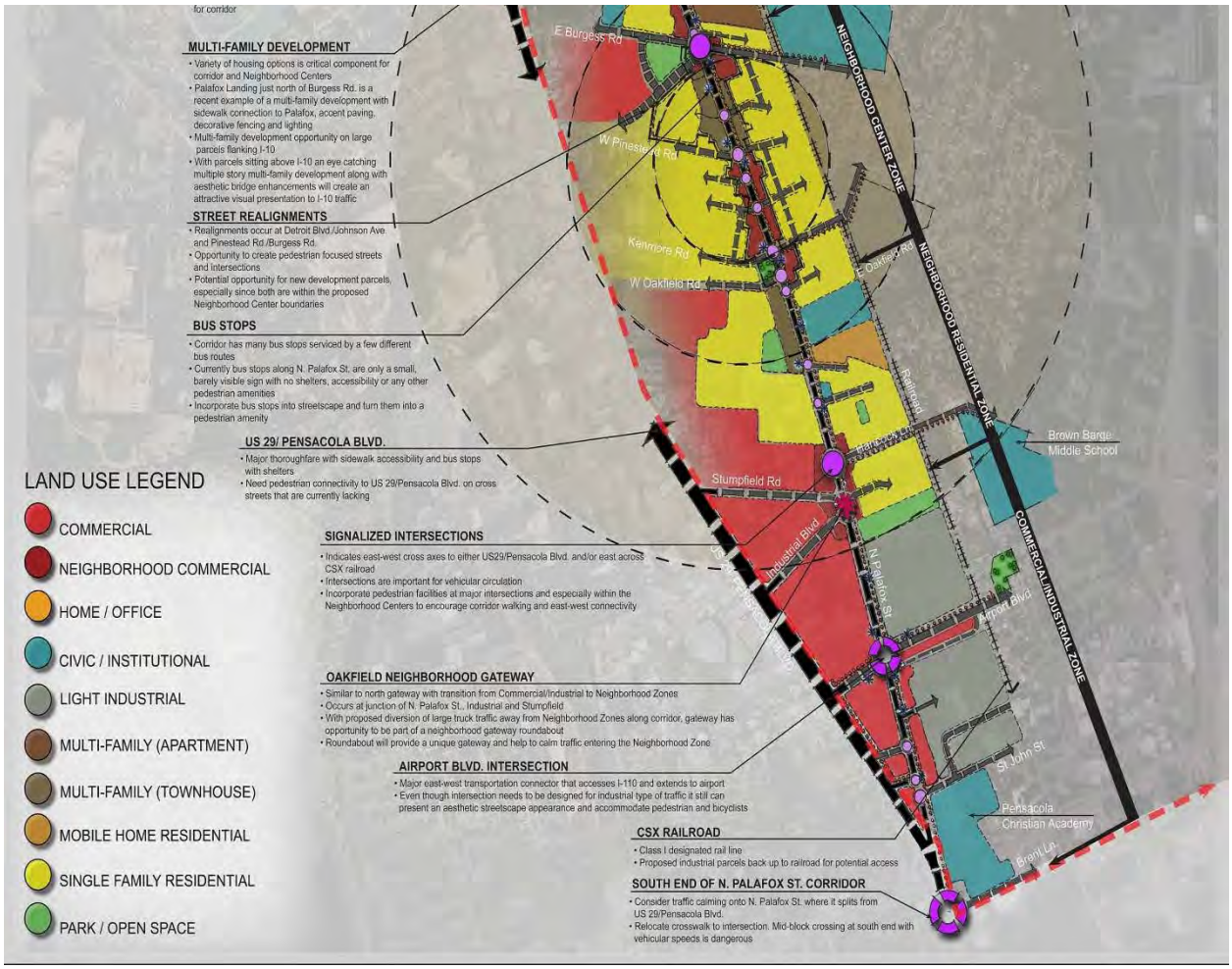
TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through the CRA Oakfield's Redevelopment District's commercial corridors were logically and efficiently planned but, did not account for future development and additional traffic. Pensacola Blvd. (Highway 29) serves as the primary arterial thoroughfare, high-capacity urban road. This primary road runs directly along the west perimeter of the district. North Palafox Street, running north to south, serves as a functionally classified urban collector. Two major intersections along North Palafox Street are Airport Blvd. and Burgess Road. A CSX rail line is located east of North Palafox Street and creates a buffer between the busy street and the residential neighborhoods east of the rail line.

Effective barriers bounding the CRA Oakfield Redevelopment District are I-110, I-10, US 29 and Brent Lane. The grid pattern is very limited at the north end of the District. North Palafox Street does not connect directly to Brent Lane at the southern end of the district. The remainder of the district is served by suburban street layouts connecting neighboring residential areas and local businesses.

There are pockets of areas, both north and south of the district, where the residential roads end and do not connect to other neighborhoods. For example, in the north-west section of the district, neighborhoods end at the railroad tracks and do not connect to the neighborhoods located directly across the tracks. That causes a disconnection between those neighborhoods. In the center of the district, there are neighborhoods with cul-de-sacs that do not connect to the adjoining neighborhoods.

To assist with traffic flow in the area, a Street Corridor Management Analysis was conducted in 2015, by the Florida-Alabama Transportation Planning Organization. The Oakfield Area portion of the Study map, with identified key issues, is shown here:



Source: NORTH PALAFOX CORRIDOR MANAGEMENT STUDY-11/2015

This Roadway Traffic Analysis was done to identify operational and access management improvements and necessary priorities to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements. A summary of proposed improvements included combining buffered bike-pedestrian lanes with rain gardens, a roadway lane reductions at the intersection of North Palafox Street and Airport Boulevard, a Roundabout at the intersection of Stumpfield Road/Majors Road and Industrial Boulevard, access management/driveway modifications, a re-designed bridge modification at the 1-10 Overpass and corridor-wide transit improvements.

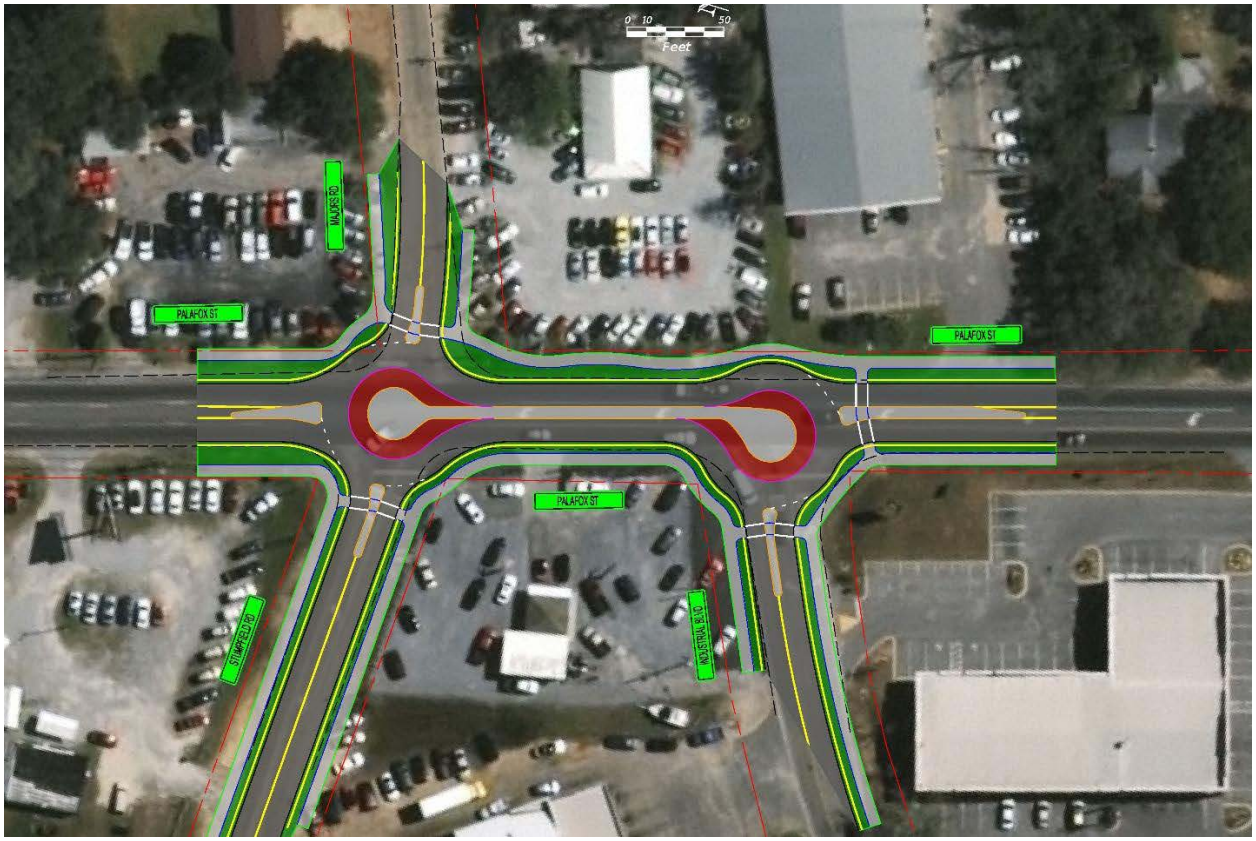
The following diagrams are examples of Alternative Design Concepts taken from the Study:



N. Palafox Street Combination Bike-Ped Lane with Rain Gardens



N. Palafox Street Combination Buffered Bike-Ped Lanes with Rain Gardens



STUMPFIELD RD./MAJORS RD./INDUSTRIAL BLVD. ROUNDABOUT CONCEPT: PHOTO-NORTH PALAFOX CORRIDOR MANAGEMENT PLAN



CURRENT INTERSECTION OF STUMPFIELD RD./MAJORS RD. AND INDUSTRIAL BLVD., GOOGLE MAPS

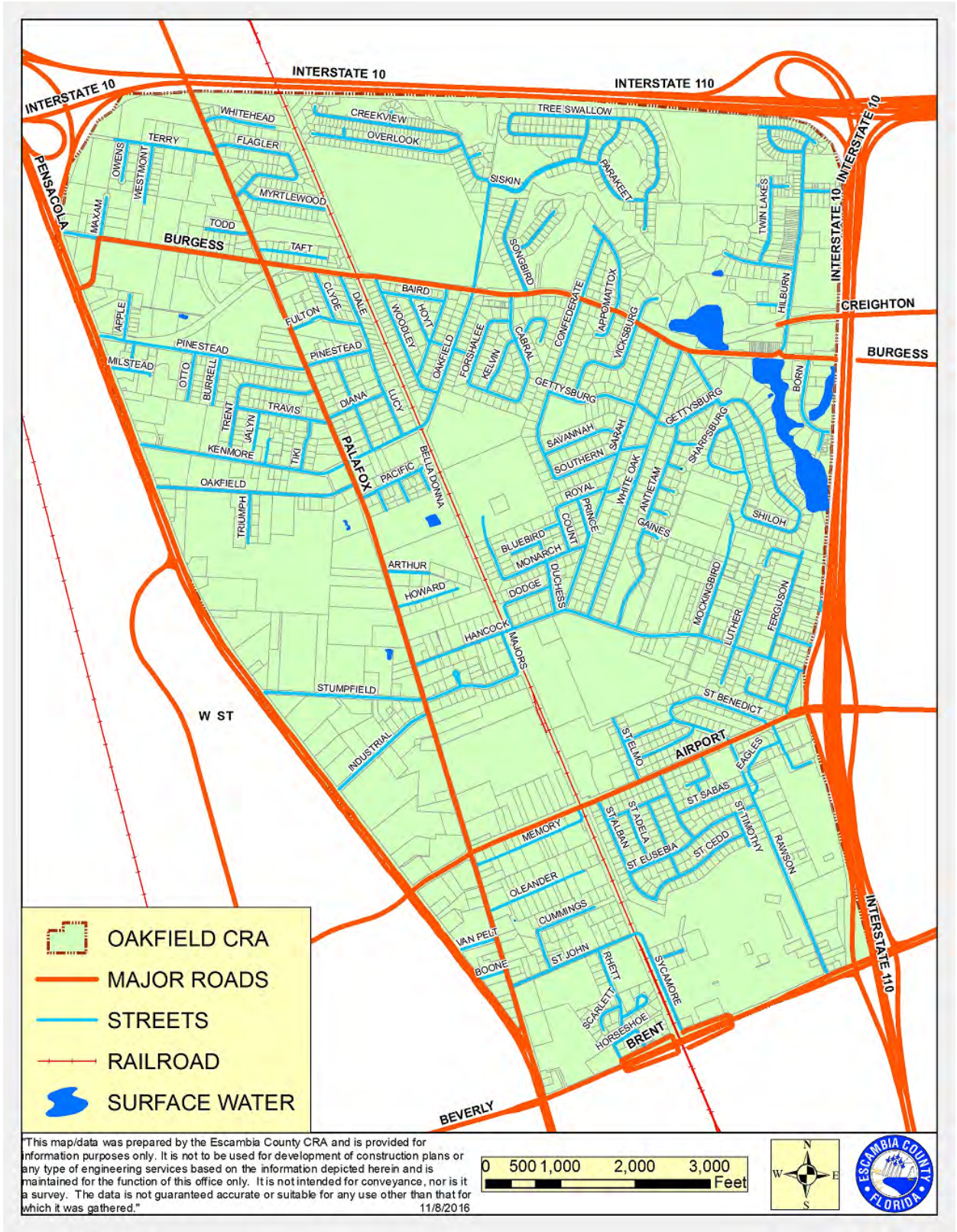


FIGURE 2.8: VEHICULAR CIRCILATION IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

PEDESTRIAN CIRCULATION

Pedestrian circulation in the CRA Oakfield Redevelopment District is noticeably deficient in the largest section of residential areas. Except for a few residential streets, the district has no consistent residential sidewalk networks. Currently, there are sidewalks located on both sides of Overlook Drive, both sides of Creighton Road in the north-east section of the district, both sides of Airport Blvd., the west side of Pensacola Blvd. (Highway 29), from Stumpfield Road to Brent Lane and the north side of Brent Lane at the southern boundary of the district. There are small pockets of sidewalks on Hilburn Road, W. Pinestead Road, St. Cedd Avenue and St. Timothy St.

Creekview Drive has sidewalks on the south side for a small portion entering off Burgess Rd. Hancock Lane has sidewalks on the south side from Antietam to Airport Blvd. Rawson Lane has sidewalks on the east side approximately half way between Airport Blvd. and Brent Lane, the remainder of the road has sidewalks on the west side. There are very small pockets of sidewalks on one side of the road in the south west section of the district but, most the Oakfield Redevelopment District remains void of connecting sidewalks and bike paths.

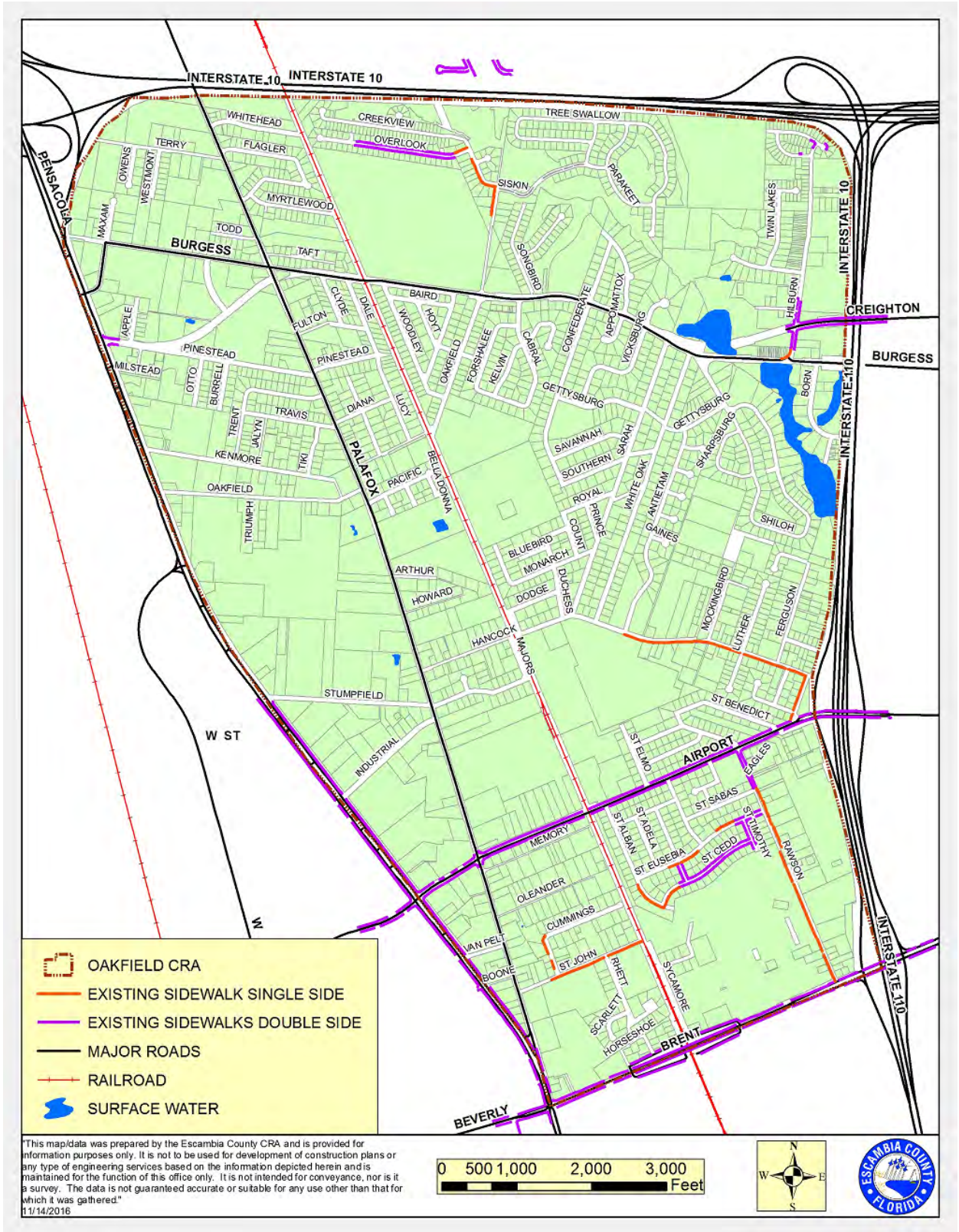


FIGURE 2.9: SIDEWALKS IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

SANITARY SEWER

The sewer network in the CRA Oakfield Redevelopment District is limited to the east and south side and lateral lines need expansion. To the left of N. Palafox St., lateral sewer lines are almost non-existent. Commercial investment is hindered along this street, a major commercial corridor, because of the lack of sewer connection. Connecting neighborhoods are also in need of sewer connection to the left of the CSX Rail Road crossing. Without connection, residential development or infill housing projects must provide septic tanks on site. With the parcel sizes in this district mostly being small, this may become a deterrent for redevelopment efforts and limit redevelopment potential for the area.

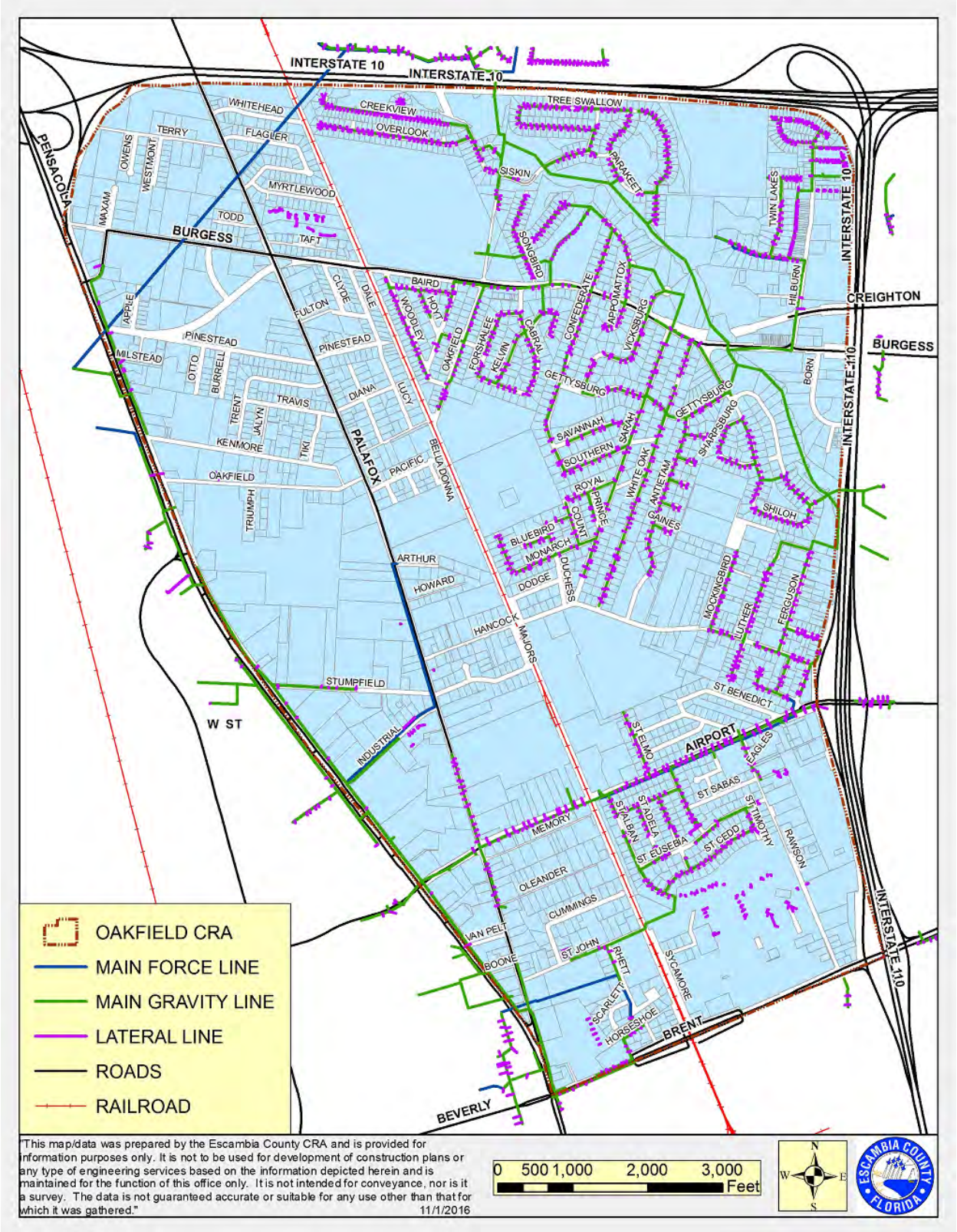


FIGURE 2.10: CURRENT SEWER LINES IN THE OAKFIELD REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

DEMOGRAPHICS

This section uses data provided by Nielsen Site Reports as compiled by the Hass Center of University of West Florida and the Environmental Systems Research Institute (ESRI), to discuss the demographic, housing and economic conditions in the CRA Oakfield Redevelopment District and compare them to the same conditions across Escambia County.

POPULATION

The CRA Oakfield Redevelopment District's population (Table 2.6) has been near stable over the past ten years and is expected to remain so in the future. The 2016 estimated population is 10,656 and the estimated population for 2021 is 10,936. Population in the district increased 10% from 2010-2016, but is only projected to increase 2.63% from 2016-2021. This indicates the Oakfield Redevelopment District will grow at and even pace with the County. In the period from 2010-2016, Escambia County grew 5.77% with a population growth rate of 0.17% and projected growth rate for the county is expected to pick up 2.70% from 2016-2021.

POPULATION Location	2010	2016 (estimated)	% change from 2010	2021 (estimated)	% change from 2016
Oakfield CRA	9,610	10,656	10.88%	10,936	2.63%
Escambia County	297,619	314,788	5.77%	323,454	2.70%

TABLE 2.6 POPULATION, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOUSEHOLDS

Household figures (Tables 2.7 and 2.8) are important indicators of housing demand, household characteristics, and market potential in a community. The 2015-2020 projected percent increase of households in the CRA Oakfield Redevelopment District (4.53%) is less than the rate of household growth in Escambia County (5.46%).

HOUSEHOLDS Location	2010	2016 (estimated)	% change from 2010	2021 (estimated)	% change from 2016
Oakfield CRA	2,557	2,753	7.66%	2,840	11.07%
Escambia County	116,238	121,477	4.51%	125,607	3.30%

TABLE 2.7 HOUSEHOLDS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area's economic strength. The CRA Oakfield Redevelopment District's median household estimated income in 2016 is $38,897. Escambia County's estimated median income in 2016 is $63,300. The discrepancy in Oakfield's median income is $24,403 or 62.77% less than the County's median income.

HOME OWNERSHIP RATE IN 2016	Oakfield	Escambia County
% Owner-occupied	59.50%	64.40%
% Renter-occupied	43.40%	35.17%

TABLE 2.8 HOME OWNERSHIP RATES, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

The CRA Oakfield Redevelopment District's median owner-occupied house value estimated in 2016 is $98,576, compared to Escambia County's median owner-occupied house value of $130,434, with a difference of $31,858 or 32.32 % less than the County's median owner-occupied houses.

ETHNIC COMPOSITION

In 2016 estimates, compared to Escambia County the CRA Oakfield Redevelopment District is estimated to be close in ethnicity. (Table2.9). The District has 1.25% fewer white residents and 2.37% less black/African American residents, than the county.

ETHNIC COMPOSITION	OAKFIELD CRA	ESCAMBIA COUNTY
White	67.40%	68.65%
Black or African American	20.00%	22.37%
Amer. Indian or Alaska Native	0.06%	0.87%
Asian	6.50%	3.20%
Native Hawaiian and Pacific Islander	0.40%	0.16%
Other	1.60%	1.40%
Two or more races	3.20%	3.50%

TABLE 2.9: ETHNIC COMPOSITION, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

AGE

The 2016 estimated age breakdowns range in similarity in the CRA Oakfield Redevelopment District and Escambia County (Table 2.10). In the district, 74% of the population is over 19 years of age while countywide the percentage is 81%. Comparison of the elderly population is a little less than half. In the Oakfield District, the greatest age comparison difference is in the age group of 5-14, which is less than half of Escambia County, yet the age group of 15-19 is more than half compared to Escambia County. The CRA Oakfield District has about 0.31% more young children (pre-school) and 4.24% less school-aged children than found countywide.

AGE	OAKFIELD CRA	ESCAMBIA COUNTY
0-4	5.20%	6.00%
5-14	6.90%	11.40%
15-19	15.80%	7.30%
20-44	47.30%	33.70%
45-64	15.20%	24.80%
65+	9.00%	15.50%

TABLE 2.10: AGE, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EMPLOYMENT

In 2016 estimates, the total estimated working-age population in the CRA Oakfield Redevelopment District was 4,471, of those, 3,891 are employed outside of the home. In 2016, it is estimated there will be 752 residents unemployed (7.6%) and 784 residents retired (7.8%). Of these workers (Table 2.11), the highest percentages are employed in Services (48.32%) and Retail Trade (20.00%).

EMPLOYMENT BY MAJOR DIVISION	OAKFIELD CRA	ESCAMBIA COUNTY
Agriculture, Forestry & Fishing	11.00%	0.80%
Construction	8.72%	5.66%
Finance, Insurance & Real Estate	2.51%	3.60%
Manufacturing	3.11%	4.40%
Mining	0%	0%
Public Administration	4.34%	15.00%
Retail Trade	20.00%	18.50%
Services	48.32%	43.70%
Transportation, Communications, Electric, Gas & Sanitary Services	3.67%	4.60%
Wholesale Trade	9.25%	3.20%

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 is Table 2.12, it is estimated that in 2016, 28% of CRA Oakfield Redevelopment District residents will have received their high school diploma, while an additional 29% have attended college (with nearly 14% of the population attaining a Bachelor's Degree). It is estimated that 7% of the adults will not complete high school.

In comparison with the CRA Oakfield Redevelopment District to the county the difference indicates a slightly lower post-secondary educational attainment but, a marginal higher percentage of adults attending college with no degree. The CRA Oakfield Redevelopment District leads the county with the percentage of adults who have obtained a Master's Degree.

EDUCATIONAL ATTAINMENT	OAKFIELD CRA (population 25+ in 2016)	ESCAMBIA COUNTY (population 25+ in 2016)
Less than 9th grade	1.80%	2.70%
Grades 9-12	5.50%	8.50%
No School Completed	0.70%	0.80%
High School Graduate (or GED)	28.90%	28.52%
Some College, no degree	29.20%	23.70%
Associate Degree	10.50%	11.80%
Bachelor's Degree	13.30%	15.30%
Master's Degree	9.70%	8.30%

TABLE 2.12: EDUCATIONAL ATTAINMENT, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

INCOME

In 2014, residents of the CRA Oakfield District, on average earned 59.72% less than a resident residing elsewhere in Escambia County. This is a significant difference since the difference in median income in Oakfield is more than half of the median income than in the county. There is a higher percentage of residents in the $15,000 - $24,999 income range than compared county-wide.

This data clearly indicates the inability of the typical resident living within the CRA Oakfield Redevelopment District to afford a new house or to rehabilitate an existing home, without assistance. This also attributes to the homes in the District being mostly rental properties since those types of homes tend to be lower income properties.

In areas where the income brackets are lower than the average, there is an increase in crime, increased code violations, residents that do not own personal vehicles and a lack of affordable housing.

INCOME BRACKETS	OAKFIELD CRA	ESCAMBIA COUNTY
2015 Estimated Income	$31,186	$58,243
2014 Median Income	$26,417	$45,453
<$15,000	27.81%	15.44%
$15,000 - $24,999	19.74%	12.08%
$25,000 - $34,999	17.30%	13.48%
$35,000 - $49,999	19.13%	15.82%
$50,000 - $74,999	10.01%	17.37%
$75,000 - $99,999	4.43%	12.13%
$100,000 - $124,999	1.23%	5.68%
$125,000 - $149,000	0.17%	2.68%

$150,000 -$199,000	0.13%	2.93%
$200,000-$249,000	0.05%	0.95%
$250,000-$499,000	0.00%	1.12%
$5000,000+	0.00%	0.33%

TABLE 2.13: INCOME BRACK ETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

CRIME

It is not difficult to establish an understanding of crime trends in the CRA Oakfield Redevelopment Area (Table 2.14). The data shows in 2012 there was a crime spike and it 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. Those numbers have slightly declined in more recent years and could be a direct result of more citizen awareness/involvement and crime prevention sweeps conducted by the Escambia County Sheriff's Department.

TOTAL INCIDENCE OF CRIME Location	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports	2015 Reports	Totals
CRA Oakfield District (pop. 6,930)								
Murder/Negligent Manslaughter	0	0	0	2	0	0	0	2
Forcible Sex Offenses	10	4	7	6	4	8	2	41
Robbery	10	13	13	12	9	8	9	74
Aggravated Assault/Battery	15	24	33	22	31	31	22	178
Burglary	85	86	86	114	103	73	89	636
Larceny/Theft	82	113	130	130	111	105	111	782
Motor Vehicle Theft	24	30	40	34	34	30	30	222
Prostitution	3	0	0	0	1	0	0	4
Total	229	270	273	318	293	158	263	1,704
Escambia County (pop. 309,630)								
Murder	15	26	14	15	23	18	20	113
Forcible Sex Offenses	307	313	272	264	224	234	165	1,779
Robbery	534	461	463	412	370	306	319	2,865
Aggravated Assault/Battery	1,392	1,128	1,033	1,269	1,169	1,203	1,260	8,454
Burglary	2,610	2,665	2,600	3,156	2,776	2,356	2,193	18,356
Larceny/Theft	6,593	7,271	7,543	7,579	7,588	6,908	7,148	50,630
Motor Vehicle Theft	630	519	858	550	654	554	524	4,289
Total	11,081	11,983	12,783	13,245	10,304	11,579	11,629	86,486

TABLE 2.14 TOTAL INCIDENCE OF CRIME IN OAKFIELD 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 CRA Oakfield 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 CRA Oakfield 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 Oakfield Redevelopment District.
- The Plan recommends nodal redevelopment patterns that help create definition throughout the Oakfield Redevelopment District and will help scale neighborhoods to smaller and more accessible levels.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, Crime Prevention through Environmental Designs (CPTED) initiatives, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Oakfield 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 the CRA Oakfield Redevelopment District.
- Promoting denser and fuller commercial development on Oakfield's main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses 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 CRA Oakfield Redevelopment District by increasing its pedestrian traffic.
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes and commercial businesses.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

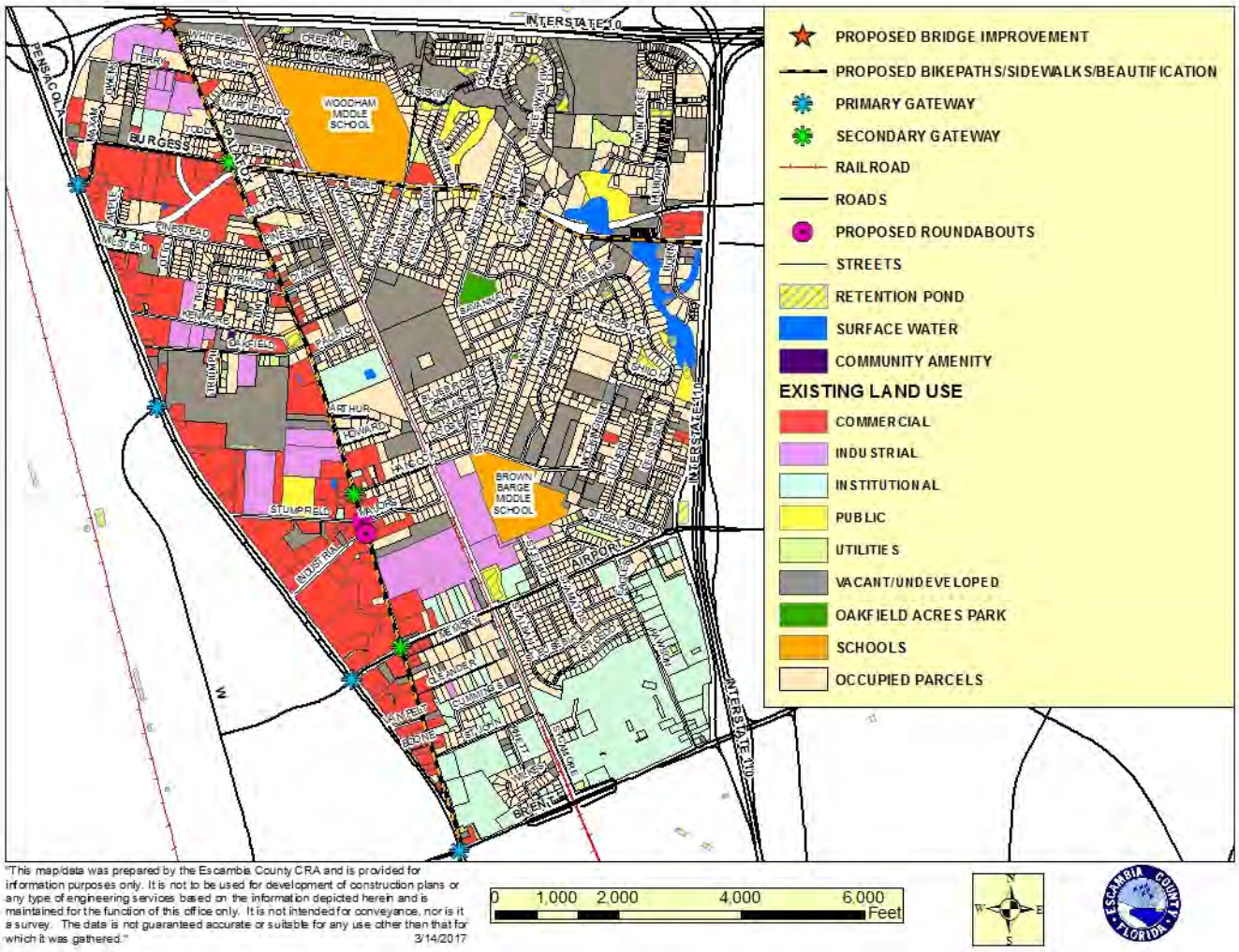


FIGURE 3.1: CONCEPT MAP FOR THE OAKFIELD REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS, CRA STAFF

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. Collectors typically are designed for lower speeds and shorter distance travel. Collectors are typically two-lane roads that collect and distribute traffic to/from the largest of proportion of total traffic.

Existing conditions on the Oakfield Redevelopment District's primary corridors are largely deficient in terms of infrastructure quality, commercial activity, personal safety (sidewalks and bike paths), and aesthetic character. These deficiencies must be addressed to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Oakfield Redevelopment Area that could potentially act as catalysts for the redevelopment of the district.

These corridors/collectors are as follow:

1. Primary Commercial Corridors:

Pensacola Blvd. (Highway 29)/N. Palafox St. and Brent Lane

2. Neighborhood Commercial Corridors:

W. Burgess Road/W. Airport Blvd. and Stumpfield Rd.

3. Neighborhood Collectors:

Hancock Ln./W. Oakfield Rd./NE Oakfield Rd. and W. Pinestead Rd.

PRIMARY COMMERCIAL CORRIDORS

Pensacola Blvd. (Highway 29) is the primary north-south route through the CRA Oakfield Redevelopment District. Land use along Pensacola Blvd. is primarily commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and vacant uses. There are several prominent automobile dealerships located along this primary corridor. Traffic is heavy during peak hours but there have been significant improvements within the past five years.

Running parallel to Pensacola Blvd. is N. Palafox St. For many years, this corridor was the primary route from the south end of Escambia County to the north end. Current road conditions are unsafe and improvements with traffic calming devices, bike paths, etc., would improve safety for vehicles, bicycles and pedestrians.

Brent Lane provides a gateway corridor to the CRA Oakfield Redevelopment District. The portion of the primary roadway at the south end of the district is zoned institutional providing access to Pensacola Christian College and Pensacola Christian Academy. This primary corridor also abuts Interstate 10.

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 CRA Oakfield 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.
- Encourage the possibility of providing 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.
- Advocate expanding and/or completing sewer infrastructure to properties along the corridor.



EXISTING CONDITION: BRENT LANE AND HIGHWAY 29
GOOGLE MAPS



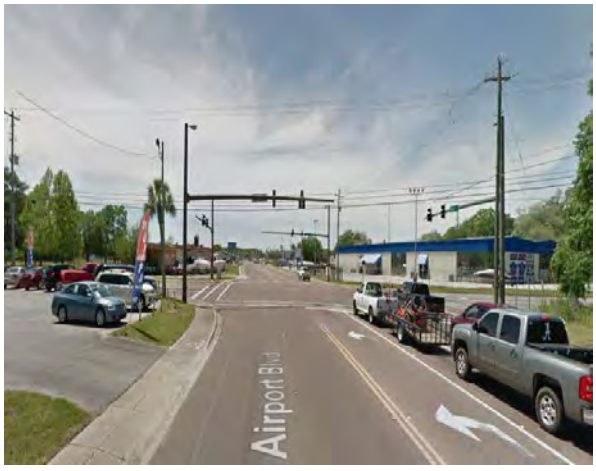
EXISTING CONDITION: BRENT LANE AND I-I0 EXCHANGE,
GOOGLE MAPS

NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of CRA Oakfield Redevelopment District.

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 West Burgess Rd., West Airport Blvd. and Stumpfield Rd., 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 likely that such streets will be utilized by residents since they are neighborhood corridors that are utilized to connect businesses and residential neighborhoods.



EXISTING CONDITION: AIRPORT BLVD. AND N. PALAFOX ST.
PHOTO: GOOGLE MAPS



EXISTING CONDITION: N. PALAFOX ST. AND W. BURGESS RD.,
PHOTO: GOOGLE MAPS

Objective: Transform the functional and visual character of the streets as primary neighborhood commercial corridors at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Encourage private sector investment that addresses the needs of the neighborhoods.

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.
- Encourage the possibility of providing 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 COLLECTORS

There are four vital neighborhood collectors that function as streets and roads that connect neighborhoods within the CRA Oakfield Redevelopment District. Hancock Lane runs west to east and connects neighborhoods with most single-family homes. Northeast Oakfield Rd. and West Oakfield Rd. provide access to neighborhoods that are centrally located in the district. West Pinestead Road serves as a connector running west to east, of many of the commercial businesses within the district to the adjoining neighborhoods.

Small two lane roads/streets such as: White Oak Dr., Sarah Dr., and Antietam Dr. provide connection to neighborhoods located within the eastern section of the district. These collectors run north-south east and run from East Burgess Rd. to Hancock Lane, which is the central hub of the district.

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 collectors. 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 length of the collector.
- 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 COLLECTOR, IBI GROUP

GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into any 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, hard cape 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 residents.

In the CRA Oakfield Redevelopment District, there are approximately seven intersections where gateways of primary and secondary magnitude could eventually be improved. 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 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 can accommodate the proposed primary gateways.

Proposed primary gateway locations:

- Brent Lane and Pensacola Boulevard (Highway 29)
- Pensacola Boulevard (Highway 29) and Airport Boulevard
- Pensacola Boulevard (Highway 29) at North W Street
- Pensacola Boulevard (Highway 29) and W. Burgess Road

SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a 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 an ideal street to build secondary gateways in Oakfield. It is located parallel to busy Pensacola Boulevard (Highway 29) and represents an important opportunity to brand the entrance into the CRA Oakfield Redevelopment District along a lower-speed corridor.

Proposed secondary gateway locations:

- N. Palafox Street at W. Burgess Road
- N. Palafox Street at Airport Boulevard
- N. Palafox Street at Hancock Lane

Objective: Create additional entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the CRA Oakfield Redevelopment District.

Action Strategies:

- Install unique landscaping elements and signage directing people to the Oakfield Community.
- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish directional signage programs announcing the entrance to the Oakfield 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 NEIGHBORHOOD GATEWAY DESIGNS. CREDIT: IBI GROUP, INC.

COMMUNITY AMENITIES

Existing community amenities in the CRA Oakfield Redevelopment District are extremely limited. It is proposed in the updated Redevelopment Plan to emphasize new open space, enhance the park facilities and add amenities, such as a Community Center, that encourage outdoor recreation and social interaction.

The Oakfield Redevelopment District only has one Community Park: a 1-acre park with limited amenities. The property on the corner of Royal Lane and White Oak Drive was once used as a park but, is now vacant. The Plan generally provides for additional open space through the development of neighborhood parks, as discussed in Chapter 3.

There is a Community Center privately owned by the Filipino-American Association. This center is not open to the public but it does allow for renting of the facility. The building can be rented for wedding receptions, birthdays, graduations, banquets, etc. Community amenities could be improved by establishing or developing an Oakfield Community Center that would offer necessary amenities and programs that would benefit the art culture, senior citizens, children and the undereducated that reside within the community. Joint-use opportunities will be explored by the Community Redevelopment Agency and local citizens, businesses, property owners and stakeholders.

Objective: Strengthen and enhance the system of parks, trails and open space in the neighborhood providing recreational opportunities for residents of the CRA Oakfield Redevelopment District. Such amenities will be readily accessible and serve to improve the quality of life for residents.

Action Strategies:

- Strategically locate new neighborhood parks/pocket parks that will enhance neighborhood recreational opportunities. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Upgrade the current park (Oakfield Acres Park) providing additional amenities.
- Establish and/or increase the number of Neighborhood Watch Groups and strengthen neighborhood group collaboration.



EXAMPLES OF A TYPICAL ESCAMBIA COUNTY PARK IMPROVEMENT, PHOTO: CRA STAFF

REDEVELOPMENT STRATEGIES

This section of the plan highlights five redevelopment opportunities that could have far-reaching positive impact on the Redevelopment District:

- Commercial Redevelopment and infill
- Infill opportunities for Single and Multi-Family Housing
- Enhancement of the industrial District
- Public Health and Safety
- Encourage Citizen Groups and Civic Pride

COMMERCIAL REDEVELOPMENT AND INFILL

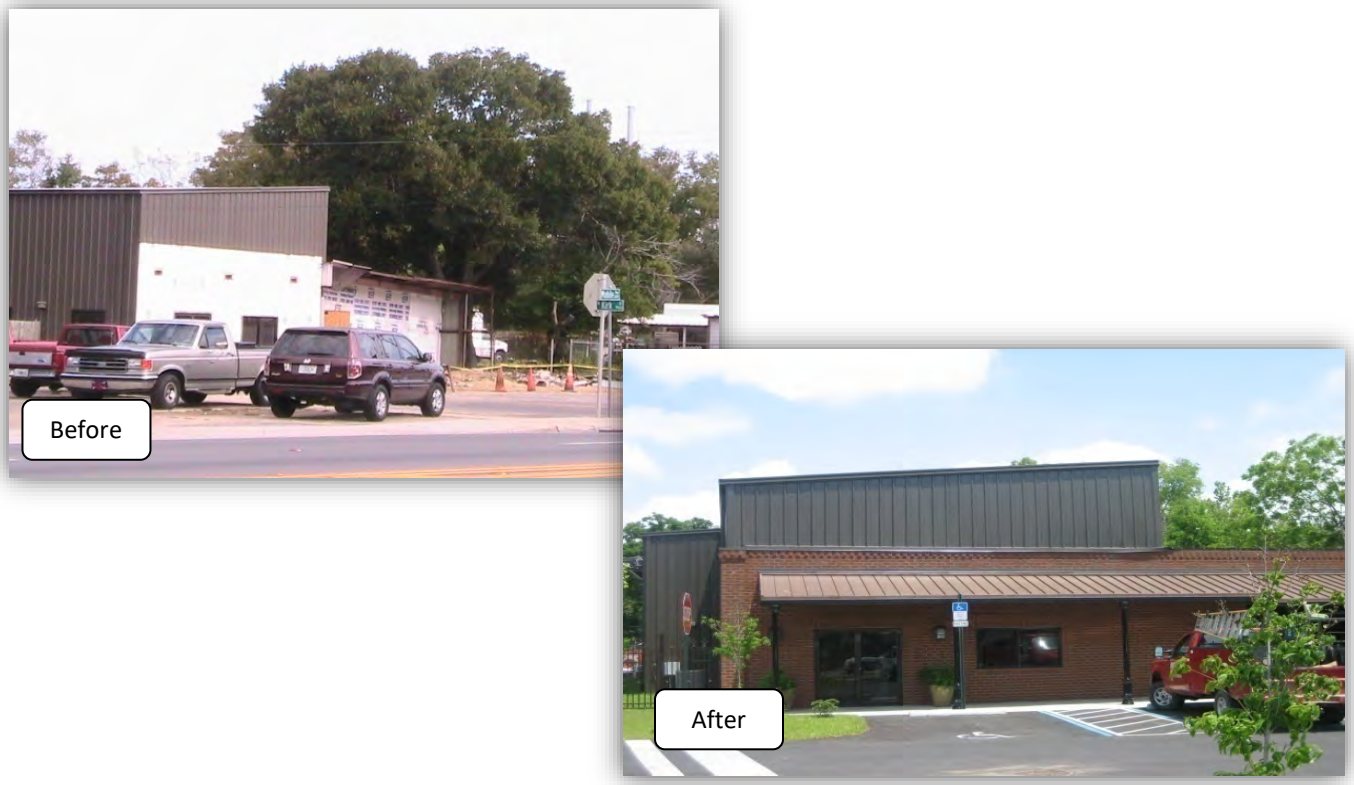
Over 20% of the CRA Oakfield Redevelopment District is vacant, representing a good opportunity for development of underutilized areas and infill development for new businesses.

The concept map (on page 39) identifies vacant parcels that are 1-acre and larger in size. These vacant parcels create opportunities for new development to occur.

Objective: Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth would benefit both the CRA Oakfield Redevelopment District and Escambia County.

Action Strategies:

- Begin the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. Funding through the Oakfield Tax Increment Financing (TIF) reimbursement process and the Community Development Block Grant (CDBG). These grants will allow residents and business owners to redevelop/revitalize properties. The grant programs match property owners by matching dollar for dollar, up to a certain amount or, if the amount of the TIF allows, consider expanding the maximum match to a higher amount.
- Meet with developers to discuss what the County can do to help promote commercial growth in the CRA Oakfield Redevelopment District.



EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT, PHOTO: CRA STAFF





EXAMPLES OF A COMMERCIAL SIGN GRANT RECIPIENTS, PHOTO: CRA STAFF

Infill Opportunities For Single And Multi-Family Housing

There are several smaller undeveloped tracts in the CRA Oakfield Redevelopment District that can be utilized for urbanized neighborhoods with single-and multi-family homes. This development can be done in phases of residential construction to prevent congested areas and to promote multi-family housing. As Escambia County continues to grow its economy, new residential development will follow.



EXAMPLE OF A LOW-INCOME QUALIFIED HOME REPAIR IN THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM. PHOTO: CRA STAFF

The Community Redevelopment Agency works with partners such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and Community Enterprise Investments, Inc., to coordinate the creation 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 new 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 the CRA Oakfield Redevelopment District.
- Create community amenities, beautification and streetscapes to make the district a more attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the CRA Oakfield Redevelopment District.



VACANT PROPERTY ON EAST OAKFIELD ROAD, PHOTO: GOOGLE MAPS

Enhancement Of The Industrial District

Light Industrial uses in the CRA Oakfield Redevelopment District are divided mostly between Pensacola Boulevard and N. Palafox St. and run north to south on W Street and North Pace Blvd. There are two large Industrial uses off N. Palafox St. near the intersection of Airport Boulevard. 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 $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 the industrial areas.
- Work with the local and regional Chamber of Commerce businesses to promote infill development on remaining vacant parcels that are zoned for Industrial uses.



EXAMPLE OF A LIGHT INDUSTRIAL BUSINES ON W. OAKFIELD ROAD, PHOTO: GOOGLE MAPS

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 (for the Oakfield Redevelopment District section):

- A combination of buffered bike-pedestrian lanes with rain gardens for drainage throughout the district
- A road diet traffic analysis is proposed on North Palafox Street at Airport Blvd
- A dual roundabout at Stumpfield Rd./Majors Rd./Industrial Blvd.
- Access management/driveway modifications throughout the district
- N. Palafox Street/I-10 bridge design modifications
- 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: Assist with Implementing 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.

PUBLIC HEALTH AND SAFETY

Crime and any perception of crime in a CRA Oakfield Redevelopment District creates a negative perception, especially in terms of drugs, prostitution, robberies, etc., and is a major impediment to revitalization for the district and the surrounding areas. As shown in Table 2.14, the incidence of crime, both violent and property, are moderate when compared to other parts of Escambia County.

The Escambia County CRA and the local Oakfield Community continue to work towards the common goal of decreasing and/or eliminating any high crime rates 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, Oakfield Neighborhood Watch Groups, Area churches, Commercial businesses and community stakeholders.

Action Strategies:

- Work directly with the Escambia County Sheriff's Department for a more increased presence in the CRA Oakfield District.
- Promote representatives from the Escambia County Sheriff's Department to conduct regular clean-sweeps of the Oakfield District.
- Seek ways to provide counseling for drug abuse and interventions and provide resources for treatment.
- 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.



EXAMPLE OF SIDEWALK INSTALLATION, PHOTO: GOOGLE MAPS



EXAMPLE OF RESIDENTIAL STREET LIGHTING, PHOTO: GOOGLE MAPS

ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of a designated district 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.

In the past, the Escambia County CRA hosted a Neighborhood Leadership Summit for the Presidents, Vice-Presidents/Chairs of the neighborhood groups in all the CRA districts. The Summit provided an opportunity to network, exchange information, and learn new ideas/skills. The CRA hopes to continue this practice in the future which will include leaders from the CRA Oakfield Redevelopment District.

Annual festivals are a great way for neighbors to meet and greet each other. In 2014, the Escambia County CRA, in partnership with Artel Art Gallery and Lamar Advertising, introduced their first annual Festival that included an Art Mural Project in the Brownsville CRA District, to encourage revitalization and pride within the community through Art. The festival included music, food, an art exhibition, vendors and resourceful information. There have been two successful festivals since and future annual festivals should be scheduled as neighborhood groups and the local community becomes more involved.



2016, PHOTO: CRA STAFF

Objective: Help foster a sense of civic pride in the CRA Oakfield Redevelopment District through the creation and support of neighborhood groups, beautification projects, neighborhood meetings 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 Summit and invite leaders from all CRA Redevelopment areas in Escambia County and the City of Pensacola.
- Work with residents to gauge support for an annual festival or continual block parties.



PICTURES OF A CELEBRATING BROWNSVILLE FESTIVAL HELD IN 2016, PHOTOS: COUNTY STAFF

RESIDENTIAL PRESERVATION AND ENHANCEMENT

The CRA Oakfield Redevelopment District contains over eighteen neighborhoods. The housing condition is mostly fair with several dilapidated homes scattered across the district. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the area and improve the quality of life should be supported by harmonizing efforts to revitalize and preserve existing neighborhoods and create new ones. 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 improving the connections with area local schools, parks, Community Centers and other neighborhood destinations. The Plan also recommends pursuing new development opportunities in the community to develop pocket parks/open spaces 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 which supports investments in residential renovations and redevelopment of existing properties.

Action Strategies:

- Continue to utilize the residential improvement grants to encourage housing rehabilitation across the Redevelopment District.
- Follow residential design standards for building renovations and infill development.
- Acquire additional lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available because 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.
- Continue to provide financial assistance to further sewer system expansion throughout the Redevelopment District 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 and needs.





EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT RECIPIENT, REPLACE ROOF AND INSTALL NEW WINDOWS, PHOTO: CRA STAFF





EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT, INSTALL NEW WINDOWS, PHOTO: 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 Oakfield community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the CRA Oakfield 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 Escambia 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 each 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 any changes.

County funds will 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 CRA Oakfield Redevelopment District 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 always, and it is important to note that the summary of capital implementation strategies on this page 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.

FUTURE CAPITAL IMPROVEMENTS: ONGOING, SHORT, MID, AND LONG-TERM

Project	Description	Estimated Costs	Funding sources	Status
Residential Street Lighting				
Street Lighting for safety	Begin the process of providing funding for street lighting within the CRA District	$50,000	CDBG/SNP/TIF	Will be ongoing, once TIF is approved
Neighborhood Improvements				
CRA Worker Program	Employ residents to perform landscaping maintenance	$32,000	TIF/SNP	Will be ongoing, once TIF is approved
Conduct “Clean Sweeps” and neighborhood clean-ups	Schedule on a continual basis	$10,0000 (for five-year period)	CDBG/SNP/TIF	Will be ongoing, once Plan is approved
Remove Neighborhood blight/slum	Continue to work with Code Enforcement for lot abatements and demolition of vacated/abandoned homes	$100,000	CDBG/SNP/TIF	Will be ongoing, once Plan is approved
Oakfield Community Center				
Seek a building/site for a Community Center to be utilized by all residents within the CRA Oakfield District	Build or purchase a building to be comparable with other Escambia County Community Centers	$1M	Escambia County/LOST	Short-term, 2018
Parks				
Improvements to existing Oakfield Acres Park	Suggestions from Envision meetings: basketball and tennis courts, disk golf, bike and walking paths	$50,000	TIF/CDBG	Short-term, 2018
Bus Stop Improvements				
Palafox Street-North of Burgess Road-Eastside Right-of-Way	Install a new bus shelter on the corner of N. Palafox Street and Travis Street and as needed	$2,500	LOST/TIF	Mid-term, 2019
Drainage/Storm water management				
Through-out the CRA Oakfield District	Upgrade current system/divert runoff. Ongoing issues: Northeast Oakfield Road/Monarch Lane/West Pinestead Road and Trent Street	$2M	FEMA/LOST/ NWFWMD	Mid-term, 2019
Sidewalks/bicycle paths				
Install sidewalks for pedestrian safety	Install sidewalks and bicycle paths on Palafox Street and Burgess Road (west of North Palafox Street) and as needed	$315,000	FDOT/CDGB/ TIF	Mid-term, 2019

Street Corridor Beautification				
Corridor Beautification	Create beautification projects through-out the District	$50,000	TIF/CDBG	Mid-term, 2020
Nature Trails/Greenway				
Create a Nature Trail/Open Space	Use vacated or donated property in the CRA Oakfield CRA District (Utility Easements, vacant land, etc.)	$100,000	TIF/CDBG	Mid-term, 2020
Gateway Signs				
Install Gateway Signs	Gateway signs entering/exiting the CRA Oakfield District	$40,000	TIF/CDBG	Mid-term, 2020
Bridge Improvements				
North Palafox Street bridge crossing I-10, south of intersection of Olive Road	The bridge is in need of repairs, built in 1961, has a need for pedestrian/ bicycle facilities and minimal shoulder widths	$500,000	FDOT	Mid-term, 2020
Affordable Housing				
Vacant properties	Reduce blight/slum. When possible, use properties for Affordable Housing with a shared community park	$2M	CDBG/TIF	Mid-term, 2020
Traffic Calming Devices				
North Palafox Street Corridor Management Study	Study conducted in 2015 to address traffic capacity, public transit and bicycle and pedestrian access to revitalize corridors within the CRA Oakfield District	$3M (estimated) Construction not planned or funded.	Florida-Alabama Transportation Planning Organization, FDOT, CRA, CDBG	Long-term, 2020
Turn signals				
	Install turn lanes and signals at Palafox Street and Hancock Lane	$1M	FDOT/Escambia County	Long-term, 2020
Install Traffic Lights				
	Install red light on W. Oakfield Rd. at Kenmore and Palafox St.	$200K	FDOT/Escambia County	Long-term, 2020
Sewer Expansion				
Hancock Lane- includes Gravity Main	91 Connections	$814K	Escambia County/ECUA	Long-term, 2021
North Phase I	327 Connections	$3M	Escambia County/ECUA	Long-term, 2022
North Phase II	215 Connections	$1.5M	Escambia County/ECUA	Long-term, 2023
South Phase I	58 Connections	$512K	Escambia County/ECUA	Long-term, 2024
South Phase II	63 Connections	$410K	Escambia County/ECUA	Long-term, 2025

TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM

Acronyms:

CDBG	Community Development Block Grant
LOST	Local Option Sales Tax
EPA	Environmental Protection Agency
TIF	Tax Increment Financing
SHIP	State Housing Initiatives Partnership
TBD	To Be Determined
FDOT	Florida Department of Transportation
SNP	Safe Neighborhood Program

CHAPTER 5: IMPLEMENTATION STRATEGIES

IMPLEMENTATION STRATEGIES

The success of the Oakfield Redevelopment updated Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, Neighborhood Group Associations, business and property owners, and residents and stakeholders. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that continued to be developed for the Oakfield CRD.

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 continued effective implementation of the Oakfield 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 should not be the focus until organizational elements are put into effect.

1. Non-Financing Functions

Non-financing functions fall into eight 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 the Oakfield CRD, 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 utilizes 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. One area of target is to pave roads within the Oakfield CRA District that are currently non-functional.

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 the comprehensive redevelopment plan



EXAMPLES OF NEW PARK EQUIPMENT AT A COMMUNITY PARK IN EACAMBIA COUNTY: PHOTO: CRA STAFF

Development Incentives

To further stimulate private investment, Escambia County provides 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.



PICTURES OF A NEIGHBORHOOD CLEAN-UP, DEBRIS TOTALED MORE THAN 83 TONS, 2016. PHOTO CRA STAFF

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 supports the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

Enhanced Seasonal Lawn Maintenance

The CRA will continue to support the Enhanced 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 may diminish 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 (TIF), 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 CRA 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 CRA 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 CRA 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 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 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 CRA Oakfield Redevelopment District 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

The CRA Oakfield Redevelopment District churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County will 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. Several 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 CRA 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 using 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 Oakfield Redevelopment Area.

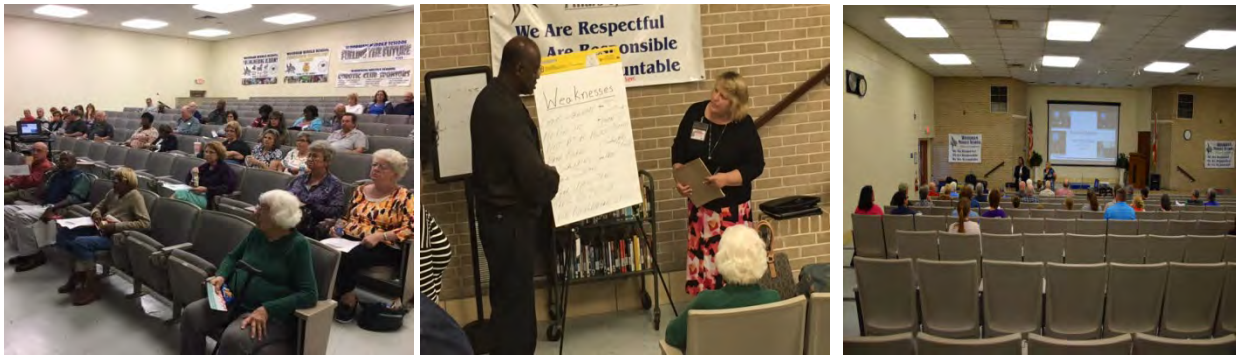
Housing Rehabilitation and Commercial Reinvestment Financing

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. A housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code will be of importance. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

APPENDIX A: PUBLIC WORKSHOPS

Oakfield residents and business owners were invited to participate in a series of public workshops held at the Woodham Middle School. The dates and times are listed below:

- November 15, 2016, 6:00pm-7:00pm — Kick-off meeting, identify issues
- January 17, 2017, 6:00pm-7:00pm — Prioritize Oakfield Community needs
- February 21, 2017, 6:00pm-7:00pm — Discuss Capital Improvements needed in the area
- April 25, 2017, 6:00pm-7:00pm — Final meeting: Presentation of final draft plan



CITIZENS ATTENDING THE ENVISION OAKFIELD WORKSHOPS, CRA STAFF PHOTO

Participants were encouraged to contribute their ideas/suggestions for creating the CRA Oakfield Redevelopment District Plan. The results of their input and suggestions are summarized below and were integrated into the overall concept plan.

At the First kick-off meeting: A SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), was completed by all attendees. The analysis revealed:

Strengths

- Location to hospitals, shopping Centers, airport and interstate
- Quiet/low crime in certain areas
- Diversity of residents
- Established neighborhoods
- Residents feel safe in most areas
- There are currently two schools
- Area has one Neighborhood park
- Properties are kept clean and neat
- Area has trees/woods and natural beauty
- Home to PCA and PCC (Christian Schools)
- Has undeveloped land
- Has established Home-owners Associations
- Has many families, retirees, good group of people

Weaknesses

- Lighting/sidewalks and curbing on Burgess Road and other Roads in the district
- Oakfield Park needs more amenities
- There is a need for additional public parks
- Drainage and flood issues through-out the district
- Litter and debris on rights-of-ways
- Burgess Road needs to be widened
- There is a need for more code enforcement presence
- Residents stated they have frequent power surges
- Traffic flow on Palafox and Burgess
- Lack of ECAT bus stops
- There are no Neighborhood Watch Groups (no voice for the community)
- Need for trash pick-up twice a week
- Trains are causing traffic issues
- Power poles are old and rotting
- Residents complaining of gas leaks

Opportunities	Threats
- Need for more convenient stores and gas stations - Need for a Community/Recreation Center - Build an overpass at Airport for train tracks - Need for Nature trails, walking paths and soccer fields - Many large vacant properties that can be used for development (SPC, etc.) - Upgrade the tennis courts on Confederate - Make better use of Woodham facilities - Pave Oakfield Road and other roads - Open Burgess Road in front of Circle K - More local jobs needed - Beautification of area	- Poor maintenance in Carpenters Creek - Don't want Rawson Lane closed - Crime is increasing in the area - Homeless camp off Creighton Road - Business signs are unsightly - Possibility of higher taxes - More traffic issues with opening Creighton Connector - Middle school closing - Vacant land not being utilized

At the second meeting: the workshop offered the opportunity for Oakfield citizens to review the results of the SWOT Analysis and add additional suggestions.

The third workshop built upon the SWOT analysis and information gathered in the second meeting. Attendees were tasked with identifying the short and long term improvements they felt were needed and wanted to see included in the CRA Oakfield Redevelopment Area. The following needed improvements, in order of priority, were identified:

- Additional street lighting
- Traffic issues (turn signals, speed bumps, curbing, etc.)
- Drainage issues
- Bicycle and Walking paths
- The need for sewer lines to be added
- The need for a Community/Recreation Center
- Beatification of area
- Underground utilities
- Update/add Oakfield Acres Park Amenities (tennis court, soccer field, disk golf, etc.)
- Enforce speed limits
- Maintain Right-of-Ways (mowing, week-eating, etc.)
- Work with Gulf Power to better maintain utility easements
- Better code enforcement on inoperable vehicles and yard maintenance
- Crime prevention (police presence and Escambia County Code Enforcement)

The fourth and final public meeting allowed attendees to see an actual copy of the draft plan. They were provided with copies and given additional time to provide feedback.

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 Oakfield 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 the Oakfield CRA District. 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 Oakfield 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 operation of the Oakfield Redevelopment Area.

Action: A public hearing on the Oakfield 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.

(b) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality 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 Oakfield 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 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 R2014-147 and the Findings 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 Oakfield 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 Oakfield, 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 Oakfield 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 Oakfield 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 Oakfield Redevelopment Plan will contribute significantly in improving the quality of life for Oakfield 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 Oakfield 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 Oakfield 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 Oakfield 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 several 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 Oakfield and its vicinity include: John R. Jones, Jr. Park and Old Oakfield 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 Oakfield 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 Oakfield's physical and visual character.

Implementation of the redevelopment plan will also improve community access to the social service network currently available to 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 Oakfield Redevelopment Area. 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 public notice and 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 about 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 Oakfield 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 CRA Oakfield Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area for 30 years from the enactment date of the Board of County Commissioner's approval unless the Board decides to sunset the designated area.

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 Oakfield redevelopment area may generate in the next thirty 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 several 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 few 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.

Per 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 other-wise 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 AND LEGAL DESCRIPTION

Escambia County
Clerk's Original

2014-001263 BCC
Dec. 11, 2014 Page 1

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RESOLUTION NUMBER R2014-147

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 OAKFIELD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE OAKFIELD 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 OAKFIELD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 12/15/2014 Verified By: S. Carew

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 Oakfield 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 Oakfield 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 Oakfield 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 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 Oakfield Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Oakfield 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 11th day of December, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

Date Executed
12/11/2014

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/24/14

EXHIBIT "A"

Legal Description
Oakfield Redevelopment Area
November 5, 2014

This description is intended solely for the purpose of identifying the Oakfield 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 North right-of-way line of Brent Lane (R/W varies) and the East right-of-way line of North Palafox Highway (R/W varies); thence run North along said East right-of-way line for 920 feet, more or less, to a point that is perpendicular to the most Southerly corner of that parcel of land recorded in Official Records Book 6362 at page 573 of the public records of Escambia County, Florida; thence run West for 115 feet, more or less, to said most Southerly corner of said parcel and the East right-of-way line of Pensacola Boulevard (125' R/W);thence run Northerly along the East right-of-way line of said Pensacola Boulevard (125' R/W) to the East right-of-way line of Interstate 10 Ramp (R/W varies); thence run Northeasterly along said Interstate 10 Ramp (R/W varies) right-of-way line to the South right-of-way line of Interstate 10 (R/W varies); thence run East along said South right-of-way line of Interstate 10 (R/W varies) and continue South along the West right-of-way line of Interstate 110 (R/W varies) to the aforesaid North right-of-way line of Brent Lane (R/W varies); thence run West along said North right-of-way line to the Point of Beginning.

Findings of Necessity
Proposed Oakfield 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 Oakfield 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 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 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 84% 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 and majority of the homes were constructed prior to 1977. The age and conditions of structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.

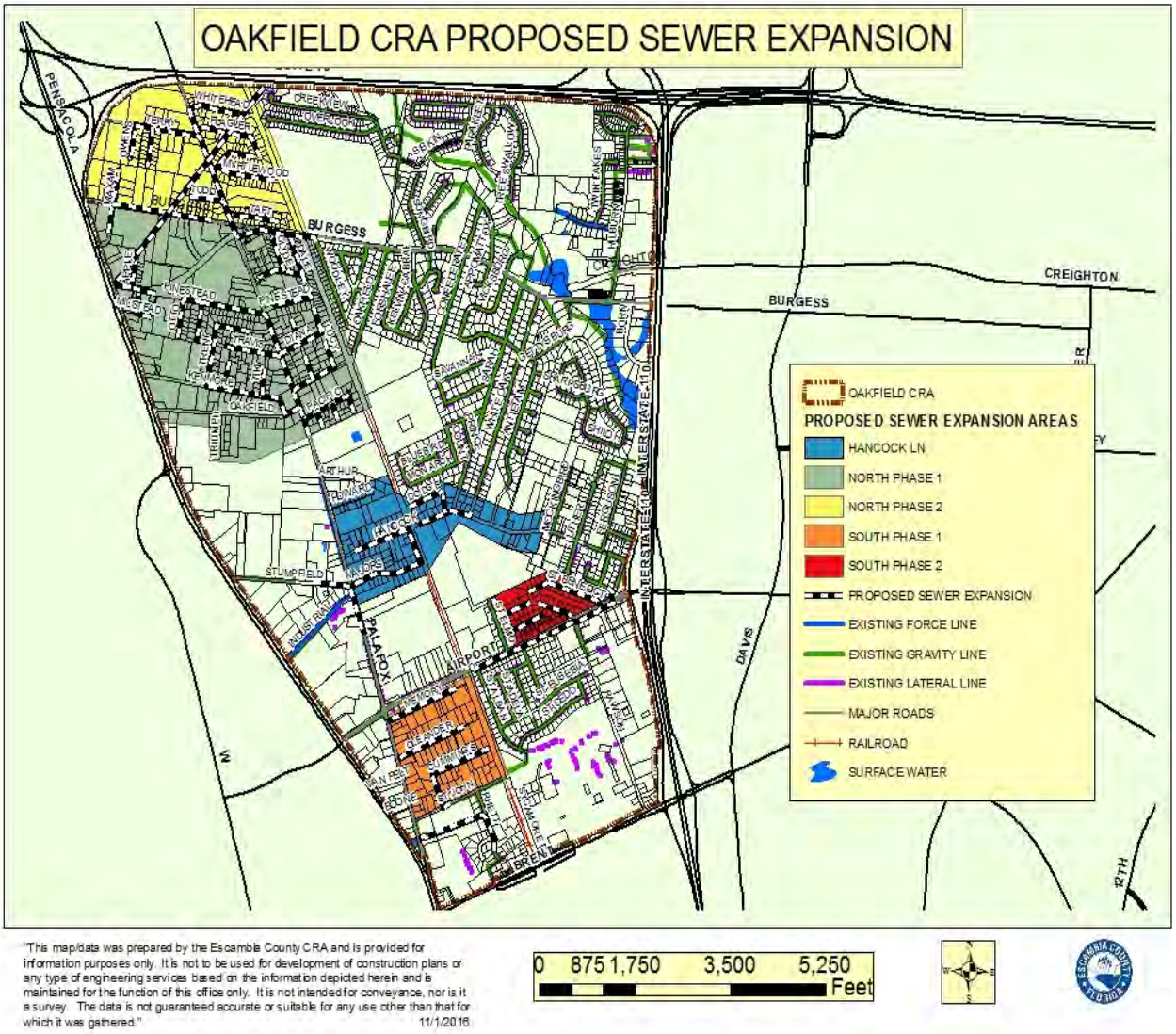
The residents' economic conditions indicate economic distress in the proposed Oakfield Area. This contributes to diminished re-investment and new development in the area as highlighted by the following:

- The average median owner-occupied housing value of $105,000 in the proposed area compared to the County median of $132,412.
- The average median household income in the area is $34,700 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: MAP OF PROPOSED SEWER EXPANSIONS:



MAP OF PROPOSED SEWER EXPANSON FOR THE OAKFIELD REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS, CRA STAFF

~~Planning Board Agenda~~

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Oakfield Redevelopment Plan

Date: 07/12/17

Date due for placement on agenda: _____

Requested by Clara Long, Division Manager

Phone Number: 595-3596

(LEGAL DEPARTMENT USE ONLY)

Legal Review by M. Crawford

Date Received: 7/12/17

_____ Approved as to form and legal sufficiency.

_____ Not approved.

X Make subject to legal signoff.

Additional comments:

- approved as to form only
- Corrections needed to remove references to Brownsville CRA/ incorrect resolutions/ordinances
- Marked draft returned to CRA for comment

MINUTES OF THE ESCAMBIA COUNTY PLANNING BOARD
September 5, 2017

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:44 A.M. – 9:05 A.M.)
(10:59 A.M. - 11:56 A.M.)

Present: Reid Rushing
Wayne Briske, Chairman
Timothy Pyle
Patty Hightower
Stephen Opalenik
Eric Fears
William Clay

Absent: Jay Ingwell

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
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 Timothy Pyle, Seconded by Reid Rushing

   Motion was made to approve the proof of publication and to waive the reading of the legal advertisement.

   Vote: 5 - 0 Approved

   Other: Jay Ingwell (ABSENT)

4. Review of Monthly Action Follow-Up and Six Month Outlook.

A. **RECOMMENDATION:** That the Planning Board review the Monthly Action Follow-up Report for August 2017 and the 6-Month Outlook for September 2017.

5. Acceptance of Planning Board Meeting Packet.

Motion by Timothy Pyle, Seconded by Reid Rushing

Motion was made to accept the September 5, 2017 Planning Board Meeting packet.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)

6. Public Hearings.

A. A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-04

That the Board review and recommend to the Board of County Commissioner (BCC) for adoption, an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2017-04.

Motion by Timothy Pyle, Seconded by Reid Rushing

Motion was made to recommend approval to the BCC.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)

B. A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, SSA-2017-05

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the 2030 Future Land use Map.

Motion by Timothy Pyle, Seconded by Eric Fears

Motion was made to recommend approval to the BCC.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)

C. A Public Hearing Concerning the Review of Oakfield 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 Oakfield Redevelopment Plan and determine that the plan is in conformance with the local Comprehensive Plan.

Motion by Timothy Pyle, Seconded by Reid Rushing

Motion was made to recommend approval to the BCC.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Eric Fears (RECUSE)

D. A Public Hearing Concerning the Review of an Ordinance Amending Chapters 2 and 6 Regarding Rezoning Conditions

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the Land Development Code (LDC), Chapters 2 and 6, to revise rezoning conditions and specifically include consideration of spot zoning.

Motion by Timothy Pyle, Seconded by Eric Fears

Motion was made to recommend approval to the BCC.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)

E. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 Regarding HC/LI Zoning Uses Within MU-S Future Land Use

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the Land Development Code (LDC) Chapter 3, to identify those uses of the Heavy Commercial and Light Industrial (HC/LI) zoning district that are allowed within the Mixed-Use Suburban (MU-S) future land use (FLU) category.

Motion by Timothy Pyle, Seconded by Eric Fears

Motion was made to recommend approval, as amended, to the BCC.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)

12/11/2014 5:34pm P.M.

RESOLUTION NUMBER R2014-147

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 OAKFIELD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE OAKFIELD 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 OAKFIELD 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 Oakfield 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 Oakfield 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 Oakfield 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

Date: 12/15/2014 Verified By: S. Caver

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 Oakfield Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Oakfield 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 11th day of December, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

Date Executed
12/11/2014

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/24/14

EXHIBIT "A"

Legal Description
Oakfield Redevelopment Area
November 5, 2014

This description is intended solely for the purpose of identifying the Oakfield 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 North right-of-way line of Brent Lane (R/W varies) and the East right-of-way line of North Palafox Highway (R/W varies); thence run North along said East right-of-way line for 920 feet, more or less, to a point that is perpendicular to the most Southerly corner of that parcel of land recorded in Official Records Book 6362 at page 573 of the public records of Escambia County, Florida; thence run West for 115 feet, more or less, to said most Southerly corner of said parcel and the East right-of-way line of Pensacola Boulevard (125' R/W);thence run Northerly along the East right-of-way line of said Pensacola Boulevard (125' R/W) to the East right-of-way line of Interstate 10 Ramp (R/W varies); thence run Northeasterly along said Interstate 10 Ramp (R/W varies) right-of-way line to the South right-of-way line of Interstate 10 (R/W varies); thence run East along said South right-of-way line of Interstate 10 (R/W varies) and continue South along the West right-of-way line of Interstate 110 (R/W varies) to the aforesaid North right-of-way line of Brent Lane (R/W varies); thence run West along said North right-of-way line to the Point of Beginning.

Findings of Necessity
Proposed Oakfield 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 Oakfield 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 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 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 84% 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 and majority of the homes were constructed prior to 1977. The age and conditions of structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.

The residents' economic conditions indicate economic distress in the proposed Oakfield Area. This contributes to diminished re-investment and new development in the area as highlighted by the following:

- The average median owner-occupied housing value of $105,000 in the proposed area compared to the County median of $132,412.

- The average median household income in the area is $34,700 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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13301 **Public Hearings 14.**

BCC Regular Meeting

Meeting Date: 12/14/2017

Issue: 5:34 p.m. Public Hearing to Consider Adoption of the Oakfield Redevelopment Trust Fund Ordinance

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting the Oakfield Redevelopment Trust Fund Ordinance.

Recommendation: That the Board take the following action concerning adoption of the Oakfield Redevelopment Trust Fund Ordinance:

A. Adopt an Ordinance of Escambia County, Florida, creating Volume I, Chapter 46, Article VI, Section 46-293 of the Escambia County Code of Ordinances relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Oakfield 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; and

B. Authorize the Chairman to sign and execute the Ordinance.

BACKGROUND:

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-147) creating the Oakfield Redevelopment District.

On December 14, 2017, at 5:34 p.m., a Board meeting was convened to conduct a Public Hearing for consideration to adoption an Ordinance that establish the Oakfield Redevelopment Trust Fund. 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:

No additional personnel is needed to carry out the process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conducting a Public Hearing to adopt an Ordinance is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon Board adoption of the Ordinance, CRA staff, in coordination with other County Departments, Chris Jones Property Appraiser, and the various Neighborhood Groups in Oakfield District, will process the necessary documents for the Oakfield Trust Fund for the designated area.

Attachments

ORD 2017_Oakfield TIF

ORDINANCE 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 46, ARTICLE VI, SECTION 46-293 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, FOR OAKFIELD 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; and

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 Oakfield Resolution of Findings (R2014-147) of slum and blight and a shortage of affordable housing for low and moderate income households in the Oakfield community; and

WHEREAS, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Oakfield 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 46-293 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Sec. 46-293. The Oakfield Redevelopment Trust Fund Ordinance.

(1) Title. This section shall be known as the "*The Oakfield 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. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2014-147 and Ordinance 2017-____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 North right-of-way line of Brent Lane (R/W varies)and the East right-of-way line of North Palafox Highway (R/W varies); thence run North along said East right-of-way line for 920 feet, more or less, to a point that is perpendicular to the most Southerly corner of that parcel of land recorded in Official Records Book 6362 at page 573 of the public records of Escambia County, Florida; thence run West for 115 feet, more or less, to said most Southerly corner of said parcel and the East right-of-way line of Pensacola Boulevard (125'R/W): thence run Northerly along the East right-of-way line of said Pensacola Boulevard (125' R/W) to the East right-of-way line of Interstate 10 Ramp (R/W varies); thence run Northeasterly along said Interstate 10 Ramp (R/W varies) right-of-way line to the South right-of-way line of Interstate 10 (R/W varies); thence run East along said South right-of-way line of Interstate 10 (R/W varies) and continue South along the West right-of-way line of Interstate 110 (R/W varies) to the aforesaid North right-of-way line of Brent Lane (R/W varies); thence run West along said North 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 Oakfield 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 Oakfield Redevelopment Plan, such plan shall be funded by the *Oakfield 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 Oakfield 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 Oakfield Redevelopment District;

d. Property clearance and preparation of the Oakfield 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 Oakfield 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 Oakfield 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 Oakfield 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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 10/24/17

(Seal)

Enacted:
Filed with Department of State:
Effective:

AI-13351 **Clerk & Comptroller's Report 15. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 12/14/2017
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 30, 2017; and

B. Approve the Minutes of the Regular Board Meeting held November 30, 2017.

Attachments

20171130 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD NOVEMBER 30, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:11 a.m. – 1:12 p.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
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: Commissioner Bergosh assumed the role of Chairman and Commissioner May assumed the role of Vice Chairman.

2. FOR INFORMATION: The agenda for the November 30, 2017, Regular Board Meeting, was reviewed as follows:

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

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

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

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; Scott Luth and Lewis Bear commented on CAR I-9 and I-10; and Tim Gibson, DLR Group commented on CAR III-6 and the Board viewed a PowerPoint Presentation, which is included in the agenda backup;

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

   F. Commissioner Robinson, Commissioner Barry, and Commissioner May reviewed their add-on items; and Commissioner Bergosh presented a PowerPoint Presentation concerning his add-on item, which was commented on by Eric Haines, Chief Deputy, Escambia County Sheriff's Office.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13341 **Growth Management Report 15. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/14/2017
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 5, General Development Standards, Family Conveyance
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 5, General Development Standards

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) Chapter 5, General Development Standards, Article 3, Division of Land, to modify the family conveyance exception.

BACKGROUND:
The Board of County Commissioners directed staff to clarify the parameters for the division of property under the family conveyance allowance and to revise the process and forms used by the public when making the request.

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 D. 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.

Attachments

Draft Ordinance

Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Family Conveyance

Date: 10/09/17

Date requested back by: _____

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 10/17/17

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

-Please change statute date - Page 3 of ordinance - Should now be 2017-

Thanks!

MDC

ORDINANCE NUMBER 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, ARTICLE 3, DIVISION OF LAND, SECTION 5-3.2, GENERAL PROVISIONS, TO MODIFY THE FAMILY CONVEYANCE EXCEPTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of Florida has, in Florida Statutes §163.3179, given local governments the authorization to include in its comprehensive plan a provision allowing the use of a parcel of property solely as a homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned to the parcel in the plan; and

WHEREAS, Florida Statutes §163.3179 mandates that such provision shall apply only once to any individual; and

WHEREAS, the Board of County Commissioners recognizing the importance of family land transfers for homestead purposes previously adopted a Family Conveyance Exception provision in the County's Comprehensive Plan FLU 1.1.5 and into the Land Development Code in Sec. 5-3.2; and

WHEREAS, the Board recognizes that within the family conveyance process there remains confusion regarding the way parcels may be split and property conveyed using this provision; and

WHEREAS, the Board finds the need to further clarify the parameters for such division of property so that staff will have additional regulation and enforcement on the creation of these lots; and

WHEREAS, the Board finds that amendments to more effectively regulate and outline the procedures to the Family Conveyance Exception are necessary and beneficial to the public health, safety, and general welfare of the County.

DRAFT

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Article 3, Division of Land, Section 5-3.2, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 5-3.2 - General provisions.

(a) *Approval required.* The division of land requires county review and approval for compliance with the standards of this article unless the division is specifically identified in the LDC as exempt from these standards.

(b) *Modification of standards.* Variances to the strict application of the standards of this article are not available from the planning official, BOA or SRIA. Where the provisions of this article specifically allow, the county engineer has discretion within accepted standards of engineering practice to allow for modifications that maintain the stated purposes of the article.

(c) *Creation of new lots.* No lot shall be created which requires a variance or another exception to the requirements of the LDC to provide sufficient buildable area or other conditions necessary to use a lot for its intended purposes. Additionally, unless established through the family conveyance exception of this section, the creation of any new lot shall comply with the following:

(1) *Zoning compliant.* Each lot provides the minimum lot area and dimensions required by the applicable zoning district.

(2) *Right-of-way frontage.* Each lot fronts on a public or private right-of-way, whether improved or unimproved, which conforms to the definition of "street" in chapter 6. Although such right-of-way typically affords the principal means of lot access, frontage along a right-of-way does not authorize or require access to that street.

(3) *Subdivision review.* The creation of lots by the division of a parcel into three or more contiguous lots shall comply with the subdivision standards of this article and shall be reviewed for compliance as prescribed in chapter 2.

(d) *Family conveyance exception.* No division of land or building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. An affidavit of qualifying family relationship shall be filed with the application for this exception and shall be recorded in the Official Records of Escambia County, Florida with a copy to the Escambia County Property Appraiser, at the expense of the applicant. This exception shall apply only once to any owner-applicant.

(e) *Completion of platting.* Unless otherwise exempt under provisions of the LDC, before any lot may be sold or before any building permit is issued to construct improvements

on any lot that makes reference to the final plat, the plat shall be approved by the board of county commissioners (BCC) and recorded in the public records of Escambia County.

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," 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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court
By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

FAMILY CONVEYANCE
RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Affiants _____, Owner of the Parent Parcel, and _____, Immediate Family Member of the Owner. The Parent Parcel has been subdivided for use by the Immediate Family Member as a primary residence. Both individuals, being duly sworn, say:

1. Affiants acknowledge that the Immediate Family Member is the grandparent, parent, step-parent, adopted parent, sibling, child, stepchild, adopted child, niece, nephew, aunt, uncle or grandchild of the Owner. (Circle one)

2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.

3. The Owner holds fee simple title to certain property situated in Escambia County, and more particularly described by reference to Escambia County Property Appraiser Parent Tract Parcel No. _____.

4. The Immediate Family Member will hold fee simple title to certain real property subdivided from Owner's Parent Parcel situated in Escambia County and more particularly described by reference to Escambia County Property Appraiser Parent Tract Parcel No. _____.

5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member, claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases, or other occupancies that affect the Property.

6. This Affidavit is made for the specific purpose of inducing Escambia County to recognize a Family Conveyance Exception for an Immediate Family Member being in compliance with the density requirements of the Escambia County Comprehensive Plan and Land Development Code and to further issue all necessary building permits for construction of a family residence to be utilized by the Immediate Family Member on the parcel subdivided.

7. This Affidavit and Agreement is made and given by the Affiants with full knowledge that the facts contained herein are accurate and complete and that the penalties for perjury under Florida law include conviction of a felony of the third degree.

8. The Affiants understand that this Affidavit must be recorded at the time of recording the deed.

9. The Affiants acknowledge that any approved division of property pursuant the Family Conveyance Exception may be used only by the Owner's Immediate Family Member and is not transferable.

10. The Affiants hereby certify that the lot division is not for the purpose of circumvention of the requirements of the Land Development Code.

11. The Affiants hereby certify that the property to be conveyed is to be used only as a homestead of the Immediate Family Member, that the Immediate Family Member is able to and intends to occupy the

property as his or her primary domicile, that the Immediate Family Member understands and agrees that a certificate of occupancy or building permit may not be issued in the event the conveyance is for the purpose of circumventing the requirements of the Land Development Code.

12. The Affiants hereby certify that they fully understand that the property to be conveyed pursuant the Family Conveyance Exception may be subject to other restrictions not addressed in the application or affidavit, including but not limited to the inability to acquire building permits or otherwise develop the parcel for any use other than a homestead for a member of the Immediate Family.

13. The Affiants hereby certify that they fully understand that neither the Family Conveyance Application nor the Affidavit is not meant to include an exhaustive list of all potential restrictions or regulations related to their proposed use of the property. It is the advice of the Development Services Department that the affiants consult with a licensed realtor or any attorney of their choosing to discuss regulation and legal implications, if any, of the proposed division and use of the property.

We hereby certify that the facts represented by us in this Affidavit are true and correct and we accept the terms of the Agreement and agree to comply with the Escambia County Land Development Code provisions regulating the Family Conveyance Exception.

_____ _____

Signature of Owner Signature of Immediate Family Member

_____ _____

Printed Name of Owner Printed Name of Immediate Family Member

The foregoing instrument was sworn to before me this _____ day of _____, 2017 by_____, Owner, who personally appeared before me and who is personally known to me or has produced _____ as identification.

_____

Name:

My Commission Expires: _____ Notary Public

The foregoing instrument was sworn to before me this _____ day of _____, 2017 by_____, Immediate Family Member, who personally appeared before me and who is personally known to me or has produced _____ as identification.

_____

Name:

My Commission Expires: _____ Notary Public

DIRECTOR DEVELOPMENT SERVICES DEPARTMENT (ONLY)

The applicant **has/has not** submitted and certified all of the required documents in support of the requested family conveyance; therefore, I **approve/disapprove** the request for a family conveyance for the parcel identified above.

_____

Name and title (printed)

_____ _____

Signature Date

Board of County Commissioners • Escambia County, Florida

FAMILY CONVEYANCE APPLICATION

To: Director, Development Services

Application is hereby made to the Director, Development Services Department, Escambia County, Florida, pursuant to the provisions of Chapter 163.3179, Florida Statutes and the Escambia County Land Development Code, Section 5-3.2 (d), petitioning for a Family Conveyance Exception on the following described property:

Applicant's information	
	Applicant's name
	Applicant's address
	Relationship to parent parcel owner
	Parent Parcel owner's name
	Parent Parcel address

FOR OFFICIAL USE ONLY	
	Parent Parcel reference number
	Parent Parcel zoning
	Parent Parcel FLU
	Parent Parcel size in acres
	Number of Parcel(s) established for a family conveyance homestead
	Parent Parcel is a Lot of Record (Circle one): YES NO
	Parent parcel part of a subdivision (Circle one): YES NO
	Parent parcel in AIPD (Circle one): YES NO

You **must** submit the following documents with the application:

☐ Documentation for parent parcel property ownership. Provide a copy of the warranty deed or contract for deed which includes the property owner's name and legal description.

☐ Conveyed property recorded deed, area Boundary Survey, certified by a Florida licensed surveyor; signed and sealed. Must contain legal description and exact acreage of new parcel requested under the conveyance. This survey shall indicate all easements for utilities, ingress and egress and their relation to a public right-of-way.

☐ Completed Family Relationship Affidavit

☐ Location Map. Clearly identify the subject parcel with a color or pattern.

I, _____, (Owner or Authorized Applicant's Name), hereby certify that the information contained in this application and its supplements are true and correct, and that I am the legal owner and/or authorized applicant of the above described property.

I further understand that parcels created pursuant to the Family Conveyance Exemption are solely for providing a place of homestead for eligible family members. A notarized affidavit describing the relationship to the parent parcel owner must be recorded at the time of recoding of the deed. Any approved family conveyance pursuant to the Land Development Code regulations may only be used by the applicant's family member and it is not transferable.

By signing this application, the parent parcel owner and the receiving family member certify and acknowledge that the property to be conveyed is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, stepchild, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant and that the family member intends to occupy the property as his or her primary domicile.

The approval of the family conveyance is not for the purpose of circumventing the subdivision requirements of Escambia County.

_____
Name of the parent parcel owner (printed)

_____ _____
Signature of the parent parcel owner Date

_____
Name of the family member receiving the conveyance (printed)

_____ _____
Signature of the family member receiving the conveyance Date

The foregoing instrument was sworn to before me this _____ day of _____, 2017 by_____, who personally appeared before me and who is personally known to me or has produced _____ as identification.

_____
Name:
My Commission Expires: _____ Notary Public

DIRECTOR DEVELOPMENT SERVICES DEPARTMENT (ONLY)

The applicant **has/has not** submitted and certified all the required documents in support of the family conveyance; therefore, I **approve/disapprove** the request for a family conveyance for the parcel identified above.

_____
Name and title (printed)

_____ _____
Signature Date

ORDINANCE NUMBER 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, ARTICLE 3, DIVISION OF LAND, SECTION 5-3.2, GENERAL PROVISIONS, TO MODIFY THE FAMILY CONVEYANCE EXCEPTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of Florida has, in Florida Statutes §163.3179, given local governments the authorization to include in its comprehensive plan a provision allowing the use of a parcel of property solely as a homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned to the parcel in the plan; and

WHEREAS, Florida Statutes §163.3179 mandates that such provision shall apply only once to any individual; and

WHEREAS, the Board of County Commissioners recognizing the importance of family land transfers for homestead purposes previously adopted a Family Conveyance Exception provision in the County's Comprehensive Plan FLU 1.1.5 and into the Land Development Code in Sec. 5-3.2; and

WHEREAS, the Board recognizes that within the family conveyance process there remains confusion regarding the way parcels may be split and property conveyed using this provision; and

WHEREAS, the Board finds the need to further clarify the parameters for such division of property so that staff will have additional regulation and enforcement on the creation of these lots; and

WHEREAS, the Board finds that amendments to more effectively regulate and outline the procedures to the Family Conveyance Exception are necessary and beneficial to the public health, safety, and general welfare of the County.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Article 3, Division of Land, Section 5-3.2, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 5-3.2 - General provisions.

(a) *Approval required.* The division of land requires county review and approval for compliance with the standards of this article unless the division is specifically identified in the LDC as exempt from these standards.

(b) *Modification of standards.* Variances to the strict application of the standards of this article are not available from the planning official, BOA or SRIA. Where the provisions of this article specifically allow, the county engineer has discretion within accepted standards of engineering practice to allow for modifications that maintain the stated purposes of the article.

(c) *Creation of new lots.* No lot shall be created which requires a variance or another exception to the requirements of the LDC to provide sufficient buildable area or other conditions necessary to use a lot for its intended purposes. Additionally, unless established through the family conveyance exception of this section, the creation of any new lot shall comply with the following:

(1) *Zoning compliant.* Each lot provides the minimum lot area and dimensions required by the applicable zoning district.

(2) *Right-of-way frontage.* Each lot fronts on a public or private right-of-way, whether improved or unimproved, which conforms to the definition of "street" in chapter 6. Although such right-of-way typically affords the principal means of lot access, frontage along a right-of-way does not authorize or require access to that street.

(3) *Subdivision review.* The creation of lots by the division of a parcel into three or more contiguous lots shall comply with the subdivision standards of this article and shall be reviewed for compliance as prescribed in chapter 2.

(d) *Family conveyance exception.* No division of land or building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. An affidavit of qualifying family relationship shall be filed with the application for this exception and shall be recorded in the Official Records of Escambia County, Florida with a copy to the Escambia County Property Appraiser, at the expense of the applicant. This exception shall apply only once to any owner-applicant.

(e) *Completion of platting.* Unless otherwise exempt under provisions of the LDC, before any lot may be sold or before any building permit is issued to construct improvements on any lot that makes reference to the final plat, the plat shall be approved by the

board of county commissioners (BCC) and recorded in the public records of Escambia County.

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," 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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court
By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

FAMILY CONVEYANCE
RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Affiants _____, Owner of the Parent Parcel, and _____, Immediate Family Member of the Owner. The Parent Parcel has been subdivided for use by the Immediate Family Member as a primary residence. Both individuals, being duly sworn, say:

1. Affiants acknowledge that the Immediate Family Member is the grandparent, parent, step-parent, adopted parent, sibling, child, stepchild, adopted child, niece, nephew, aunt, uncle or grandchild of the Owner. (Circle one)

2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.

3. The Owner holds fee simple title to certain property situated in Escambia County, and more particularly described by reference to Escambia County Property Appraiser Parent Tract Parcel No. _____.

4. The Immediate Family Member will hold fee simple title to certain real property subdivided from Owner's Parent Parcel situated in Escambia County and more particularly described by reference to Escambia County Property Appraiser Parent Tract Parcel No. _____.

5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member, claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases, or other occupancies that affect the Property.

6. This Affidavit is made for the specific purpose of inducing Escambia County to recognize a Family Conveyance Exception for an Immediate Family Member being in compliance with the density requirements of the Escambia County Comprehensive Plan and Land Development Code and to further issue all necessary building permits for construction of a family residence to be utilized by the Immediate Family Member on the parcel subdivided.

7. This Affidavit and Agreement is made and given by the Affiants with full knowledge that the facts contained herein are accurate and complete and that the penalties for perjury under Florida law include conviction of a felony of the third degree.

8. The Affiants understand that this Affidavit must be recorded at the time of recording the deed.

9. The Affiants acknowledge that any approved division of property pursuant the Family Conveyance Exception may be used only by the Owner's Immediate Family Member and is not transferable.

10. The Affiants hereby certify that the lot division is not for the purpose of circumvention of the requirements of the Land Development Code.

11. The Affiants hereby certify that the property to be conveyed is to be used only as a homestead of the Immediate Family Member, that the Immediate Family Member is able to and intends to occupy the

property as his or her primary domicile, that the Immediate Family Member understands and agrees that a certificate of occupancy or building permit may not be issued in the event the conveyance is for the purpose of circumventing the requirements of the Land Development Code.

12. The Affiants hereby certify that they fully understand that the property to be conveyed pursuant the Family Conveyance Exception may be subject to other restrictions not addressed in the application or affidavit, including but not limited to the inability to acquire building permits or otherwise develop the parcel for any use other than a homestead for a member of the Immediate Family.

13. The Affiants hereby certify that they fully understand that neither the Family Conveyance Application nor the Affidavit is not meant to include an exhaustive list of all potential restrictions or regulations related to their proposed use of the property. It is the advice of the Development Services Department that the affiants consult with a licensed realtor or any attorney of their choosing to discuss regulation and legal implications, if any, of the proposed division and use of the property.

We hereby certify that the facts represented by us in this Affidavit are true and correct and we accept the terms of the Agreement and agree to comply with the Escambia County Land Development Code provisions regulating the Family Conveyance Exception.

_____ _____

Signature of Owner Signature of Immediate Family Member

_____ _____

Printed Name of Owner Printed Name of Immediate Family Member

The foregoing instrument was sworn to before me this _____ day of _____, 2017 by_____, Owner, who personally appeared before me and who is personally known to me or has produced _____ as identification.

_____

Name:

My Commission Expires: _____ Notary Public

The foregoing instrument was sworn to before me this _____ day of _____, 2017 by_____, Immediate Family Member, who personally appeared before me and who is personally known to me or has produced _____ as identification.

_____

Name:

My Commission Expires: _____ Notary Public

DIRECTOR DEVELOPMENT SERVICES DEPARTMENT (ONLY)

The applicant **has/has not** submitted and certified all of the required documents in support of the requested family conveyance; therefore, I **approve/disapprove** the request for a family conveyance for the parcel identified above.

_____

Name and title (printed)

_____ _____

Signature Date

Board of County Commissioners • Escambia County, Florida

FAMILY CONVEYANCE APPLICATION

To: Director, Development Services

Application is hereby made to the Director, Development Services Department, Escambia County, Florida, pursuant to the provisions of Chapter 163.3179, Florida Statutes and the Escambia County Land Development Code, Section 5-3.2 (d), petitioning for a Family Conveyance Exception on the following described property:

Applicant's information	
	Applicant's name
	Applicant's address
	Relationship to parent parcel owner
	Parent Parcel owner's name
	Parent Parcel address

FOR OFFICIAL USE ONLY	
	Parent Parcel reference number
	Parent Parcel zoning
	Parent Parcel FLU
	Parent Parcel size in acres
	Number of Parcel(s) established for a family conveyance homestead
	Parent Parcel is a Lot of Record (Circle one): YES NO
	Parent parcel part of a subdivision (Circle one): YES NO
	Parent parcel in AIPD (Circle one): YES NO

You **must** submit the following documents with the application:

☐ Documentation for parent parcel property ownership. Provide a copy of the warranty deed or contract for deed which includes the property owner's name and legal description.

☐ Conveyed property recorded deed, area Boundary Survey, certified by a Florida licensed surveyor; signed and sealed. Must contain legal description and exact acreage of new parcel requested under the conveyance. This survey shall indicate all easements for utilities, ingress and egress and their relation to a public right-of-way.

☐ Completed Family Relationship Affidavit

☐ Location Map. Clearly identify the subject parcel with a color or pattern.

I, _____, (Owner or Authorized Applicant's Name), hereby certify that the information contained in this application and its supplements are true and correct, and that I am the legal owner and/or authorized applicant of the above described property.

I further understand that parcels created pursuant to the Family Conveyance Exemption are solely for providing a place of homestead for eligible family members. A notarized affidavit describing the relationship to the parent parcel owner must be recorded at the time of recoding of the deed. Any approved family conveyance pursuant to the Land Development Code regulations may only be used by the applicant's family member and it is not transferable.

By signing this application, the parent parcel owner and the receiving family member certify and acknowledge that the property to be conveyed is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, stepchild, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant and that the family member intends to occupy the property as his or her primary domicile.

The approval of the family conveyance is not for the purpose of circumventing the subdivision requirements of Escambia County.

_____
Name of the parent parcel owner (printed)

_____ _____
Signature of the parent parcel owner Date

_____
Name of the family member receiving the conveyance (printed)

_____ _____
Signature of the family member receiving the conveyance Date

The foregoing instrument was sworn to before me this _____ day of _____, 2017 by_____, who personally appeared before me and who is personally known to me or has produced _____ as identification.

_____
Name:
My Commission Expires: _____ Notary Public

DIRECTOR DEVELOPMENT SERVICES DEPARTMENT (ONLY)

The applicant **has/has not** submitted and certified all the required documents in support of the family conveyance; therefore, I **approve/disapprove** the request for a family conveyance for the parcel identified above.

_____
Name and title (printed)

_____ _____
Signature Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13342 **Growth Management Report 15. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/14/2017
Issue: 5:46 p.m. - A Public Hearing Concerning a Request for Two Variances for Shortleaf, LLC
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning a Request for Two Variances for Shortleaf,LLC an Existing Borrow Pit with a Proposed Reclamation of Construction and Demolition Debris (C&DD) Facility Located at 6841 Kemp Road

That the Board of County Commissioners (BCC) take the following action:

A. Conduct a quasi-judicial public hearing to consider a request for two separate variances as relief from compliance with Code regulations governing Construction and Demolition Debris facilities as prescribed in Chapter 82, Section 226-1(a)-(b).

Chapter 82, Section 226-1(a) –(b) states as follows:

(1) Construction and Demolition Debris (C&DD) facility. A C&DD facility permitted must comply with the following:

(a) Minimum size of the real property site shall be 100 acres.

(b) The required setback for construction and demolition debris facility “active area” or "active permitted disposal areas” shall be a minimum of 500 feet from the property boundaries.

B. Review and either approve, modify, or deny the two variance requests as specified above.

BACKGROUND:

The parcel for the proposed use is less than 40 acres in size. The current setback is approximately 100 feet from the property boundaries. Without the variance, the acreage and setback limitations will preclude use of the site as a Construction and Demolition Debris facility.

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (by Ordinance Number 2015-5) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years). Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future."

Article VIII.- Borrow Pits and Reclamation, Section 42-324 requires

"...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

On August 13, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (by Ordinance Number 2015-31) the amendments to the Chapter 82, Article V, Landfills and Other Disposal Facilities, Division 3; Section 82-225 Through 82-240; Amending Definitions, Regulations and Permitting Requirements for Construction and Demolition Debris (C& DD) Facilities, Land Clearing Debris (LC) and Other Disposal Facilities; Establishing Additional Regulations to Address Adverse Off-Site Impacts of Such Facilities. Amending Local Permit Requirements; Addressing Previously Permitted Facilities; Establishing Regulations for Abandoned and Closed Facilities; Amending Insurance Requirements: Clarifying Enforcement Options.

On April 12, 2017, the Development Services Department of Escambia County held a pre-application meeting with representatives from Shortleaf, LLC to discuss the proposed reclamation of an existing borrow pit through construction and demolition debris (C&DD) located at 6841 Kemp Road. The project name is “Shortleaf C&DD Facility”. The comments presented during the pre-application meeting were only preliminary.

The subject property consists of two parcels:
1) Property Reference No. #41-1S-30-1000-000-000 with an approximate acreage of 29.63 acres, located at 2022 Longleaf Drive and
2) Property Reference No. #24-1s-30-1600-000-001 with an approximate acreage of 9.38 acres, located 6841 Kemp Road (Staff’s Map Exhibit A.1).

The current zoning for the subject property is Heavy Commercial Light Industrial (HC/LI) with a split future land use designation of Mixed Use-Urban (29.63 acres) and Industrial (9.38 acres). Each parcel as indicated on (Staff’s Map Exhibit B) received County approval and authorization at different periods of time. A detailed historical overview (Staff’s Exhibit A) of the local authorizations and approvals from Escambia County for the subject parcels is attached for reference information.

Per Chapter 82, Article V, Division 3, Section 82-236 of the Escambia County of Ordinances, variances to the requirements of the regulations governing Construction and

Demolition Debris Facilities may be granted for any facility by the Board of County Commissioners at a noticed public hearing, ***if the Board, based upon competent and substantial evidence, determines that granting such variance(s) will not result in the maintenance or creation of a nuisance condition or give rise to the creation of a condition incompatible with existing or allowable adjacent uses.***

On July 28, 2017, Shortleaf, LLC filed the application for the two variance requirements.

It is the position of the County Development Services and Natural Resources Departments that the variances should not be granted based on incompatibility and creation and maintenance of a nuisance.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Variance Request
Staff Exhibit A
Staff Map Exhibit A.1
Staff Map Exhibit B
Additional Staff Maps
Shortleaf Topo Survey
Shortleaf Presentation (submitted by applicant)
07-10-14 BCC Backup (submitted by applicant)
Site Map (submitted by applicant)
Development Order #PSP140500046 (submitted by applicant)
Development Order #07081472 (submitted by applicant)
Current Borrow Pit Operations Permit (submitted by applicant)
Wedgewood Plat (submitted by applicant)

CLARK PARTINGTON
ATTORNEYS AT LAW

Jesse W. Rigby
Direct (850) 434-3282
jrigby@clarkpartington.com

December 5, 2017

VIA HAND DELIVERY
Mr. Horace L. Jones, Director of Development Services
3363 West Park Place
Pensacola, Florida 32505

Re: Shortleaf, LLC
Application for a Variance Pursuant to §82-236(b), Code of Ordinances
Prop. Ref. No. 24-1S-30-1600-000-001
Prop. Ref. No. 41-1S-30-1000-000-000

Dear Horace:

Enclosed is a copy of the variance application submitted for two variances from the requirements of Chapter 82, Code of Ordinances.

Sincerely,

Jesse W. Rigby

JWR\cw
A2880463.DOCX

CLARK PARTINGTON
ATTORNEYS AT LAW

Jesse W. Rigby
Direct (850) 434-3282
jrigby@clarkpartington.com

July 28, 2017

Via Hand Delivery
Board of County Commissioners
Via: Mr. Jack Brown, County Administrator
221 Palafox Place, 4th Floor
Pensacola, Florida 32502

Re: Shortleaf, LLC
Application for a Variance Pursuant to §82-236(b), Code of Ordinances
Prop. Ref. No. 24-1S-30-1600-000-001
Prop. Ref. No. 41-1S-30-1000-000-000

Dear Jack:

This is an application for two variances from the requirements of Chapter 82, Code of Ordinances. The specific requests are described below. Section 82-236(b) provides the authority for this request, and reads as follows:

> (b) Variances to the requirements of chapter 82, article V of the Code of Ordinances may be granted for any facility by the board of county commissioners at a noticed public hearing, if the board, based upon competent, substantial evidence determines that granting such variance(s) will not result in the maintenance or creation of a nuisance condition or give rise to the creation of a condition incompatible with existing or allowable adjacent uses.

Shortleaf operates a borrow pit off Longleaf Drive. The facility consists of the two properties described by the property reference numbers listed above, for a total size of just under 40 acres.

A Resource Extraction Facility Operational Permit (the "Permit") was issued by the County Commission on July 7, 2015. The Permit is attached as **Exhibit "A."** The Permit incorporated "all the operational requirements, standard project conditions, and any other special project conditions stated in the Site Plan Development Order and Resource Extraction Permit #07081472, as amended by Site Plan Resource Extraction Development Order #PSP140500046." These two development orders are attached as **Exhibits "B" and "C,"** respectively.

Exhibit "D" is a copy of the Agenda package provided by County Staff to each County Commissioner for the public hearing held on July 10, 2014. At this public hearing, the Commission approved Development Order #PSP140500046. Notably, the agenda package includes the "Permit Drawings for Shortleaf Borrow Pit Phase II w/ Construction & Demolition Debris Reclamation Facility."

Exhibit "E" is the agenda package and minutes for the November 1, 2007, Public Hearing at 5:48 p.m. The County Commission approved "the proposed construction and demolition debris facility reclamation use of the proposed Shortleaf Borrow Pit on Longleaf Drive, ..."

Shortleaf's plan to "reclaim" the borrow pit by use of CD&D disposal has never waivered. From the first County Commission approval on November 1, 2007, through the present date, the requirement of paragraph 4, Special Project Conditions, of Development Order #07081472 (Exhibit "B"), has remained in effect. Paragraph 4 requires that "[C]ommencement of reclamation shall begin within one year of completion of excavation." As noted above, the Permit incorporated "all the operational requirements, standard project conditions, and any other special project conditions stated in the Site Plan Development Order and Resource Extraction Permit #07081472, as amended by Site Plan Resource Extraction Development Order #PSP140500046." The Shortleaf borrow pit is nearing completion of excavation.

Shortleaf has a vested legal right to transition its borrow pit to a CD&D disposal facility, subject to its ability to obtain the required state permit from the Florida Department of Environmental Protection and subject to its ability to satisfy the objective standards established in Chapter 82, Code of Ordinances, and the Land Development Code. Shortleaf can meet the objective performance standards of the State and Escambia County. The only two reasons why Shortleaf cannot proceed as a matter of right to obtain its CD&D disposal operational permits from FDEP and the County is because of the adoption of Ordinance 2015-31 in August 2015, which added the following two additional requirements:

(1) *Construction and demolition debris (C&DD) facility.* A C&DD facility permitted by the county must comply with the following:

   a. Minimum size of the real property site shall be 100 acres.

   b. The required setback for construction and demolition debris facility "active areas" or "active permitted disposal areas" shall be a minimum of 500 feet from the property boundaries.

Shortleaf requests variances from these two requirements to allow a property site of less than 40 acres; i.e., equal in size to the existing Shortleaf property permitted for a borrow pit as noted herein, and a variance to allow setbacks of 100 rather than 500 feet.

Without the property site size variance, Shortleaf cannot operate a CD&D disposal facility under any circumstance. Denial of the site size variance will result in a termination of Shortleaf's vested legal right to operate a CD&D disposal facility.

Imposition of the 500 foot setback from the property boundaries renders the site economically unsuitable for use as a CD&D disposal facility. With respect to the setback requirement, the existing pit has been excavated in a manner consistent with the state requirement for setbacks of 100 feet from property boundaries. Prior to the adoption of Ord. 2015-31, this was also the County setback requirement. The mere fact of having to bring enough dirt back into the facility to fill in the setback between 100 and 500 feet is sufficient evidence of the adverse impact of this requirement. In addition, the reduction in the active disposal area by enforcement of the 500 foot setback reduces the active disposal area to such an extent that the operation will not be economically feasible.

As noted above, §82-236(b) authorizes the County Commission to grant a variance from the minimum site size and setback requirements. The standard for issuance of a variance from these

requirements is that "granting such variance(s) will not result in the maintenance or creation of a nuisance condition or give rise to the creation of a condition incompatible with existing or allowable adjacent uses."

In support of its variance application, Shortleaf submits **Exhibit "F,"** the Compatibility Evaluation dated July 24, 2017, and authored by Kenneth B. Metcalf, AICP. Mr. Metcalf's Evaluation provides competent substantial evidence that the requested variances will not create incompatible conditions or create a nuisance.

Shortleaf reserves the right to produce additional evidence in the form of documents and testimony at the quasi-judicial public hearing.

Shortleaf requests that the County Commission grant the two requested variances to allow operation of a CD&D disposal facility at the reference property, with setbacks of 100 feet from property boundaries.

Sincerely,

Jesse W. Rigby

JWR\jwr
cc: Alison Rogers, County Attorney (hand delivery)
Client

A2730719.DOCX

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

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

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

STANDARD PROJECT CONDITIONS

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

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

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

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

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

6. The date of issuance of this permit is 14th day of July, 2015, and the effective date is July 7, 2015. The expiration date of this permit is July 7, 2020.

Horacio Jones
County Staff Designee (*Please Print*)

Signature

I acknowledge receipt of this permit on the 13 day of July, 2015.

Neal Nash
Property Owner (*Please Print*)

Signature

EXHIBIT
"A"
Blumberg No. 3118

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, approve and authorize, or deny, the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Shortleaf Borrow Pit.

Approved 5-0, to issue the permit

Speaker(s):

Willie Lawrence
Jesse Rigby

12. Recommendation: That the Board , at the 5:34 p.m. Public Hearing, adopt an Ordinance amending Volume 1, Chapter 10, Article 1, Section 10-25, of the Escambia County Code of Ordinances, to extend the sunset provision regarding dog parks on Pensacola Beach.

Approved 5-0

Speaker(s) – None.

CLERK OF COURTS & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court & Comptroller

I. CONSENT AGENDA

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

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

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

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

Approved 5-0

THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

SITE PLAN DEVELOPMENT ORDER and RESOURCE EXTRACTION PERMIT with Concurrency Certification

Project: Shortleaf Borrow Pit with C&DD
Location: 2022 Longleaf Drive
Property Reference #: 41-1S-30-1000-000-000
Flood Zone: X
Future Land Use: MU-1
Zoning District: C-2
Development Review #: 07081472

PROJECT DESCRIPTION

Redevelopment of a 29.63-acre site as a borrow pit with subsequent reclamation through construction and demolition debris (C&DD) disposal. The existing communication tower and associated improvements will be removed. The same single paved access on Longleaf Drive will serve extraction and reclamation uses. No tree protection applies to the excavation area of the site, but all existing perimeter vegetation will be retained as buffering for adjoining uses. No on-site facilities will require potable water or sanitary sewer service. As documented in the attached BCC meeting resume excerpt, on 11-1-07 the Board approved both the C&DD use and an exception to the reclamation unit limit of five acres.

This project is a revised design of a previously approved site plan (DRC# 06081512) for the purpose of including a required BCC-approved reclamation use for the site. **This County approval voids the Development Order for Shortleaf Borrow Pit approved 10-18-06 without a reclamation use, and fully replaces the 2-sheet site development plan, its drawings, specifications, and requirements.**

GENERAL PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval, the associated permit, and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

EXHIBIT "B"

2. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the approval conditions listed herein. No building construction has been approved.

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 regulated by state or federal agencies may commence unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.

5. 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.

6. A copy of this Development Order and the approved site development plan must be maintained and readily available on site once any activity has begun.

SPECIAL PROJECT CONDITIONS

1. Total 29.63-acre site sign area, wall and freestanding, is limited to 1518 sq.ft. (1012.05 x 1.5). Freestanding signage is additionally limited to four signs, a maximum 150 sq.ft. in area and 20 feet in height, and a minimum 200 feet between. Each freestanding sign is limited to a minimum 10 feet setback from rights-of-way and must maintain visual clearance along rights-of-way and at driveways and intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, constructing, altering, or relocating any site signage.

2. All provisions of the Escambia County Code Of Ordinances as amended, including but not limited to Chapter 42, Article VIII, *Borrow Pits and Reclamation*, Chapter 86, Division 3, *C&DD Facilities*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-site Impacts*, shall apply and are conditions of site plan approval.

3. The relocation and reconstruction of the existing communications tower on another site will require separate site plan review and approval through the DRC.

4. Commencement of reclamation shall begin within one year of completion of excavation. However, prior to any C&DD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Planning and Engineering Department.

Development Review Committee (DRC) Final Determination

Having completed development review of the revised **Shortleaf Borrow Pit with C&DD** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

☑ Approve — The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐ Deny — The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Director, Planning and Engineering Department — Date: 11-7-07

Attachments: BCC meeting resume excerpt.

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

5. Recommendation: That the Board, at the 5:48 p.m. Public Hearing, take the following action:

   A. Review and approve or deny the proposed construction and demolition debris facility reclamation use of the proposed Shortleaf Borrow Pit on Longleaf Drive, requested by Hatch Mott MacDonald Florida, LLC, Agent for Trilogy Corporation of Northwest Florida, Inc., Owner and Developer; and

   B. Review and approve or deny the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations.

   Approved 4-0, with Commissioner White temporarily out of Board Chambers

   Speaker(s):

   Scott Miller
   Rodney Sutton

6. Recommendation: That the Board, at the 5:49 p.m. Public Hearing, adopt an Ordinance amending *(Part III of the Escambia County Code of Ordinances [1999])*, the Escambia County Land Development Code; amending Article 3, "Definitions," *(to provide a definition of "storage container, portable")*, and creating Subsection 6.04.12, to establish a requirement for a Land Use Certificate for portable storage containers in residential zoning districts; providing for severability, inclusion in the Code, and an effective date.

   Approved 5-0

   Speaker(s) – None.

SITE PLAN
RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Shortleaf Borrow Pit with C&DD
Location: 6841 Kemp Rd
Development Review #: PSP140500046
Property Reference #: 24-1S-30-1600-000-001
Future Land Use: I
Zoning District: C-2
Flood Zone: X
Exhibit A: Reclamation Plan
Exhibit B: Request for Exception to Reclamation Units Requirements
Exhibit C: Fire Safety Plan Requirement

PROJECT DESCRIPTION

Further development of a 29.63-acre site as a borrow pit to include an additional 9.38-acres with subsequent reclamation through construction and demolition debris (C&DD). An existing residence will be removed from the site. Existing access on Longleaf Drive and Kemp Road will serve extraction and reclamation uses.

As documented in the attached Exhibit B (Request for Exception to Reclamation Units Requirements), Trilogy Corporation is requesting an exception to the reclamation unit limit of five acres.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.



2. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein. No building construction has been approved.

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. 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.

6. 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.

SPECIAL PROJECT CONDITIONS

1. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, Chapter 86, Division 3, *C&DD Facilities*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

2. Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioner must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.

3. Upon County approval of the executed Avigation Easement (if required), and prior to the issuance of any permit for Borrow Pit activities, the easement shall be recorded in the public records of Escambia County.

4. Prior to any C&DD or LCD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department.

5. Each freestanding sign is limited to a minimum 10 feet setback from rights-of-way and must maintain visual clearance along rights-of-way and at driveways and intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, construction, altering, or relocating any site signage.

6. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

7. No person shall cause, suffer, allow, or permit the discharge into the air of dust, fume, gas mist, odor, smoke, or vapor or any combination thereof so as to constitute a nuisance as defined in the Code of Ordinances (Sec. 82-227(2)c).

8. Operational hours for receiving materials are limited to Monday through Friday between 7:00 am and 5:00 pm. Saturday hours will be limited to 8:00 am until 2:00 pm. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th (Sec. 82-227(2)e).

9. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

10. Commencement of reclamation shall begin within one year of completion of excavation, Sec. 42-323(3). However, prior to any C&DD/LDC activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department. The applicant shall provide once a year to Department of Solid Waste a timeline of borrow operations. The report should include approximate volume removed and volume remaining. One year prior to ceasing borrow pit operations all C&DD permits shall be applied for.

11. Fencing is required on all boundaries. Any boundary that abuts developed property or a public road shall require a barrier that is a fence or vegetative buffer, a minimum of six feet in height and made of wood or other type approved material that prevents visibility and limits access. Vegetative buffering may be required as deemed necessary by the County (Sec. 82-227 (2)a).

12. A substantially built, aesthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier (LDC 7.07.07.G).

Development Review Committee (DRC) Recommendation

Having completed development review of the **Shortleaf Borrow Pit with C&DD,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑ Approve — The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐ Deny — The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

R. C. Moy, II 6-4-2014

Director, Development Services Department — Date

EXHIBIT
A

ENTERED ON: 5/9/14
RECD MAY - 9 2014

Sutton Properties, LLC

Shortleaf Borrow Pit Phase II Reclamation Plan

1. Reclamation activity shall involve the filling of the excavated areas with "construction and demolition debris" as defined by 62-701.200 (24) Florida Statutes.

2. Reclamation activity shall be in conformance with Florida Statutes 62-701.730, Escambia County ordinance 2006-24 [Section 82-227(3) and Section 82-234], and all other applicable local, federal and state reclamation standards, and would not begin until all permits from FDEP have been obtained.

3. Final grades of reclaimed areas will not exceed previously existing grades at the site, with allowance for closure and capping to prevent stormwater intrusion into the debris pile. At no time shall the operational height exceed the permitted height.

4. Footprint setback shall be a minimum of 100 feet from the property boundary for C&DD activities. In order to accomplish this setback, clean fill or vegetative debris may be used to fill from existing excavation limits.

5. Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 8:00 a.m. to 2:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th.

6. Reclamation activity will be accomplished in one unit once mining activities have ceased. This unit would include the entire site (Phases I and II) within the required buffers as shown on the site plan. The proposed reclamation activity is required as necessary to comply with the FDEP permitting requirements (F.S. 62-701.730), site constraints and traffic safety considerations.

7. The time frame for excavation of the site is estimated to be approximately 5 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to commence C&D activities. Once C&D activities commence, it is estimated that the reclamation activities would take approximately 10 years to complete. Therefore, based upon approval in 2014, the anticipated date of completion would be December 2030.

8. Financial assurance for closure and reclamation will be provided as required to comply with the FDEP permitting requirements (F.S. 62-701.730) for C&DD facilities.

9. Volume reduction may not be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal.

10. Reclamation activities shall commence within one year of cessation of mining operations and shall include re-vegetation as early as practical.

EXHIBIT
tabbies
B
ENTERED ON 5/23/14
BY:
REC'D MAY 23 2014

Trilogy Corporation of Northwest Florida, Inc.
& Sutton Properties, LLC

Shortleaf Borrow Pit Reclamation Plan

Request for Exception to the reclamation Unit Requirements

The Escambia County Code of Ordinances Article VIII, Sec. 42-323(3) states that *"The reclamation plan shall include a process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, unless the terms of the development order provide for an exception"*. We are asking that the terms of the Development Order provide an exception to this requirement, so that the site may be mined in one unit, which would include the entire site (to include both Phases I and II) within the buffer and slope requirements. There are several reasons that C&D reclamation could not start as mining is completed in 5-acre increments and each is discussed below:

- A FDEP permit for C&D Facilities is required to begin C&D operations. A FDEP permit requires a site plan for the entire site, which requires the owners to establish where the pit floor will be in relationship to groundwater across the site and where the final storm water retention area(s) will be for the entire site. Some of this engineering cannot be feasibly completed until a substantial portion of the site is mined. It would be extremely difficult to get a separate FDEP permit for each 5-acre section of mined area based on the County's slope requirements alone. C&D operations already require a 100' setback at the FDEP level, which provides an extra 50' of stability for the side walls to satisfy any County concerns until the C&D reclamation can commence.

- The five acres limit to begin C&D reclamation activities is too small of an area on this site to reasonably conduct both operations (C&D and mining) at the same time. To begin reclamation activities for C&D while mining operations are still active at the site would create unnecessary conflicts due to the increased truck traffic for both activities. C&D pits require trained spotters to inspect loads coming in and truck staging on site in addition to heavy compacting equipment and cover operations. This coupled with the requirements of having an area to inspect and record trucks leaving with mined material, will create operational conflicts that could be avoided by separating mining activities and C&D activities and reclaiming the site in one unit. Additionally, simultaneous operation would increase the traffic to and from the site and result in an increased use of Longleaf and Kemp and the associated driveways.

- To immediately start C&D activities on this site (after the first five acres of area is mined) would also mean that two active C&D facilities (along with borrow pit operations) would be operating in this immediate area (C&D activities are currently ongoing at the Waste Management Longleaf Facility). We feel it would be in everyone's best interest to commence only borrow pit operations at this time, then in 5-6 years commence C&D operations on the Shortleaf site – in which time it is reasonably assumed that the Longleaf C&D facility would be closed.

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

EXHIBIT
C

June 3, 2014

Horace Jones, Interim Department Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

Mr. Jones:

This letter is in reference to the Final DRC Application for the Shortleaf Borrow Pit project located at 6841 Kemp Road (SP PSP140500046). The proposed scope of the DRC Application indicates Phase II of the Shortleaf Borrow Pit project is to be converted into a reclamation facility. Escambia County Fire-Rescue has been working diligently throughout the DRC process to ensure that Phase II will meet the requirements of the Florida Fire Prevention Code. At this time, we are going to accept the plans that were submitted for the DRC review. However, the facility has yet to produce a Fire Safety Plan as required by the 2010 Florida Fire Prevention Code. We will require that a Fire Safety Plan be provided by the facility, prior to the commencement of any reclamation activities taking place. The Fire Safety Plan will need to meet the current Florida Fire Prevention Code in place at the time of the submittal. The Fire Safety Plan will need to be reviewed and approved by the Office of Fire Prevention for Escambia County Fire-Rescue.

Please contact me with any questions or concerns at (850) 595-1814.

Sincerely,

Joseph E. Quinn
Fire Marshal
Escambia County Fire~Rescue

Cc: T. Heath Jenkins, P.E.

6575 North W Street • Pensacola, Florida 32505-1714
Telephone 850.471.6400 • Facsimile 850.471.6455
www.myescambia.com

escambia

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6300 **Growth Management Report 11. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/10/2014
Issue: 5:47 p.m. - Reclamation Plan for Expansion of Shortleaf Pit
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:
5:47 p.m. - A Public Hearing Concerning the Reclamation Plan for Expansion of Shortleaf Pit

That the Board of County Commissioners take the following actions:

A. Review and approve or deny the proposed expansion of the construction and demolition debris (C&DD) facility reclamation use of the Shortleaf Borrow Pit on Longleaf Drive, requested by Hatch Mott MacDonald Florida, LLC, agent for Trilogy Corporation Of Northwest Florida, Inc., owner and developer; and

B. Review and approve or deny the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five (5) acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations.

BACKGROUND:
On August 16, 2006, Mr. David Skipper, P.E. of Hatch Mott MacDonald Florida, LLC, project engineer, submitted a site plan application for development of a borrow pit within a wooded 29.63-acre parcel on Longleaf Drive at Kemp Road. The plan proposed an estimated one million cubic yards of materials to be excavated from the pit over a 5-year period, depending on market demand for such materials. Within one year of completion of all excavation operations, reclamation of the mined-out land by filling with construction and demolition debris would begin. Reclamation activities would continue an estimated five additional years until completion. The site is within the MU-U/I future land use category and the C-2 zoning district. A previous recommendation for the required Board action to approve or deny the proposed C&DD use, and to allow an exception to the 5-acre reclamation unit limit, was considered by the Board at the October 5, 2006 public hearing. Discussion at the hearing was limited by the Board to the borrow pit use, and no public comment regarding C&DD use was considered. However, BCC meeting minutes indicate a 3-2 vote approving only the reclamation unit exception. Subsequent to the Board's actions, and with borrow pits already among the permitted uses within the applicable C-2 zoning district, the Development Review Committee (DRC) conditionally approved a development order and resource extraction permit for the borrow pit use only. Foremost among the approval conditions was the remaining requirement for Board approval of a reclamation use. On September 28, 2007 the project engineer submitted a new site plan application for a C&DD facility as the reclamation use of the borrow pit. This reclamation use



was approved by the BCC on November 1, 2007. On May 9, 2014 the project engineer Mr. Heath Jenkins of Hatch Mott MacDonald Florida, submitted a site plan to the Development Review Committee to extend the existing borrow pit (29.63-acre) parcel to include a 9.8-acre adjoining parcel. The time frame for excavation of the site is estimated to be approximately 5 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to commence C&DD activities. Once C&DD activities commence, it is estimated that the reclamation activities would take approximately 10 years to complete. Therefore, based upon approval in 2014, the anticipated date of completion would be December 2030. DRC approval of the application is pending the required Board action on the proposed reclamation use and Board confirmation of the requested exception to maximum reclamation unit size.

BUDGETARY IMPACT:

None.

LEGAL CONSIDERATIONS/SIGN-OFF:

None.

PERSONNEL:

No additional personnel are required to process the site plan application.

POLICY/REQUIREMENT FOR BOARD ACTION:

As required by Section 82-226, Escambia County Code of Ordinances, the Board must approve all new C&DD sites at a duly advertised public hearing. As required by Section 42-323, the reclamation plan for a proposed borrow pit shall include a process for reclaiming such land in reclamation units so that no more than five (5) acres of mined-out land are exposed at any one excavation site, unless the terms of the borrow pit site plan development order provide for an exception.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the proposed C&DD reclamation use, a revised development order and resource extraction permit for the borrow pit site plan will be issued. The development order and reclamation plan will specify the Board's determination regarding an exception to the reclamation unit size. Future use of the site as a C&DD facility will require permitting through the Escambia County Solid Waste Management Department and Florida Department of Environmental Protection (FDEP).

Attachments

Development Order
Approved Site Plan 6-3-14
C&D Operation Plan
FDEP Letter - 11/14/12 Inspection Report
Maps
Sign Posting - Kemp Rd and Longleaf Dr

SITE PLAN
RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Shortleaf Borrow Pit with C&DD
Location: 6841 Kemp Rd
Development Review #: PSP140500046
Property Reference #: 24-1S-30-1600-000-001
Future Land Use: I/MU-U
Zoning District: C-2
Flood Zone: X
Exhibit A: Reclamation Plan
Exhibit B: Request for Exception to Reclamation Units Requirements
Exhibit C: Fire Safety Plan Requirement

PROJECT DESCRIPTION

Further development of a 29.63-acre site as a borrow pit to include an additional 9.38-acres with subsequent reclamation through construction and demolition debris (C&DD). An existing residence will be removed from the site. Existing access on Longleaf Drive and Kemp Road will serve extraction and reclamation uses.

As documented in the attached Exhibit B (Request for Exception to Reclamation Units Requirements), Trilogy Corporation is requesting an exception to the reclamation unit limit of five acres.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein. No building construction has been approved.

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. 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.

6. 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.

SPECIAL PROJECT CONDITIONS

1. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, Chapter 86, Division 3, *C&DD Facilities*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

2. Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioner must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.

3. Upon County approval of the executed Avigation Easement (if required), and prior to the issuance of any permit for Borrow Pit activities, the easement shall be recorded in the public records of Escambia County.

4. Prior to any C&DD or LCD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department.

5. Each freestanding sign is limited to a minimum 10 feet setback from rights-of-way and must maintain visual clearance along rights-of-way and at driveways and intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, construction, altering, or relocating any site signage.

6. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

7. No person shall cause, suffer, allow, or permit the discharge into the air of dust, fume, gas mist, odor, smoke, or vapor or any combination thereof so as to constitute a nuisance as defined in the Code of Ordinances (Sec. 82-227(2)c).

8. Operational hours for receiving materials are limited to Monday through Friday between 7:00 am and 5:00 pm. Saturday hours will be limited to 8:00 am until 2:00 pm. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th (Sec. 82-227(2)e).

9. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

10. Commencement of reclamation shall begin within one year of completion of excavation, Sec. 42-323(3). However, prior to any C&DD/LDC activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department. The applicant shall provide once a year to Department of Solid Waste a timeline of borrow operations. The report should include approximate volume removed and volume remaining. One year prior to ceasing borrow pit operations all C&DD permits shall be applied for.

11. Fencing is required on all boundaries. Any boundary that abuts developed property or a public road shall require a barrier that is a fence or vegetative buffer, a minimum of six feet in height and made of wood or other type approved material that prevents visibility and limits access. Vegetative buffering may be required as deemed necessary by the County (Sec. 82-227 (2)a).

12. A substantially built, aesthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier (LDC 7.07.07.G).

Development Review Committee (DRC) Recommendation

Having completed development review of the **Shortleaf Borrow Pit with C&DD,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Director, Development Services Department — Date: 6-4-2014

EXHIBIT 4

ENTERED ON: 5/9/14

RECD MAY - 9 2014

Sutton Properties, LLC

Shortleaf Borrow Pit Phase II Reclamation Plan

1. Reclamation activity shall involve the filling of the excavated areas with "construction and demolition debris" as defined by 62-701.200 (24) Florida Statutes.

2. Reclamation activity shall be in conformance with Florida Statutes 62-701.730, Escambia County ordinance 2006-24 [Section 82-227(3) and Section 82-234], and all other applicable local, federal and state reclamation standards, and would not begin until all permits from FDEP have been obtained.

3. Final grades of reclaimed areas will not exceed previously existing grades at the site, with allowance for closure and capping to prevent stormwater intrusion into the debris pile. At no time shall the operational height exceed the permitted height.

4. Footprint setback shall be a minimum of 100 feet from the property boundary for C&DD activities. In order to accomplish this setback, clean fill or vegetative debris may be used to fill from existing excavation limits.

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6. Reclamation activity will be accomplished in one unit once mining activities have ceased. This unit would include the entire site (Phases I and II) within the required buffers as shown on the site plan. The proposed reclamation activity is required as necessary to comply with the FDEP permitting requirements (F.S. 62-701.730), site constraints and traffic safety considerations.

7. The time frame for excavation of the site is estimated to be approximately 5 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to commence C&D activities. Once C&D activities commence, it is estimated that the reclamation activities would take approximately 10 years to complete. Therefore, based upon approval in 2014, the anticipated date of completion would be December 2030.

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EXHIBIT
B

ENTERED ON 5/23/14
BY:

REC'D MAY 23 2014

Trilogy Corporation of Northwest Florida, Inc.
& Sutton Properties, LLC

Shortleaf Borrow Pit Reclamation Plan

Request for Exception to the reclamation Unit Requirements

The Escambia County Code of Ordinances Article VIII, Sec. 42-323(3) states that *"The reclamation plan shall include a process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, unless the terms of the development order provide for an exception"*. We are asking that the terms of the Development Order provide an exception to this requirement, so that the site may be mined in one unit, which would include the entire site (to include both Phases I and II) within the buffer and slope requirements. There are several reasons that C&D reclamation could not start as mining is completed in 5-acre increments and each is discussed below:

- A FDEP permit for C&D Facilities is required to begin C&D operations. A FDEP permit requires a site plan for the entire site, which requires the owners to establish where the pit floor will be in relationship to groundwater across the site and where the final storm water retention area(s) will be for the entire site. Some of this engineering cannot be feasibly completed until a substantial portion of the site is mined. It would be extremely difficult to get a separate FDEP permit for each 5-acre section of mined area based on the County's slope requirements alone. C&D operations already require a 100' setback at the FDEP level, which provides an extra 50' of stability for the side walls to satisfy any County concerns until the C&D reclamation can commence.

- The five acres limit to begin C&D reclamation activities is too small of an area on this site to reasonably conduct both operations (C&D and mining) at the same time. To begin reclamation activities for C&D while mining operations are still active at the site would create unnecessary conflicts due to the increased truck traffic for both activities. C&D pits require trained spotters to inspect loads coming in and truck staging on site in addition to heavy compacting equipment and cover operations. This coupled with the requirements of having an area to inspect and record trucks leaving with mined material, will create operational conflicts that could be avoided by separating mining activities and C&D activities and reclaiming the site in one unit. Additionally, simultaneous operation would increase the traffic to and from the site and result in an increased use of Longleaf and Kemp and the associated driveways.

- To immediately start C&D activities on this site (after the first five acres of area is mined) would also mean that two active C&D facilities (along with borrow pit operations) would be operating in this immediate area (C&D activities are currently ongoing at the Waste Management Longleaf Facility). We feel it would be in everyone's best interest to commence only borrow pit operations at this time, then in 5-6 years commence C&D operations on the Shortleaf site – in which time it is reasonably assumed that the Longleaf C&D facility would be closed.

EXHIBIT
tabbies
C

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

June 3, 2014

Horace Jones, Interim Department Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

Mr. Jones:

This letter is in reference to the Final DRC Application for the Shortleaf Borrow Pit project located at 6841 Kemp Road (SP PSP140500046). The proposed scope of the DRC Application indicates Phase II of the Shortleaf Borrow Pit project is to be converted into a reclamation facility. Escambia County Fire-Rescue has been working diligently throughout the DRC process to ensure that Phase II will meet the requirements of the Florida Fire Prevention Code. At this time, we are going to accept the plans that were submitted for the DRC review. However, the facility has yet to produce a Fire Safety Plan as required by the 2010 Florida Fire Prevention Code. We will require that a Fire Safety Plan be provided by the facility, prior to the commencement of any reclamation activities taking place. The Fire Safety Plan will need to meet the current Florida Fire Prevention Code in place at the time of the submittal. The Fire Safety Plan will need to be reviewed and approved by the Office of Fire Prevention for Escambia County Fire-Rescue.

Please contact me with any questions or concerns at (850) 595-1814.

Sincerely,

Joseph E. Quinn
Fire Marshal
Escambia County Fire~Rescue

Cc: T. Heath Jenkins, P.E.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

PERMIT DRAWINGS
FOR
SHORTLEAF BORROW PIT PHASE II
W/ CONSTRUCTION & DEMOLITION DEBRIS RECLAMATION FACILITY
6841 KEMP RD.
PENSACOLA, FLORIDA

MAY 2014



LOCATION MAP
SCALE 1" = 2 000

H.M.M. FILE NO.
335130

INDEX OF DRAWINGS

SHEET	TITLE
001 -	COVER SHEET
002 -	SITE PLAN
003 -	C&DD RECLAMTION AND GRADING & DRAINAGE PLAN
004 -	DETAILS

NOTES

1 BORROW PIT HOURS OF OPERATION ARE LIMITED TO THE HOURS BETWEEN 6 00 AM AND 8 00 PM MONDAY THROUGH FRIDAY AND BETWEEN 8 00 AM AND 2 00 PM ON SATURDAY FOR EXCAVATION ACTIVITIES RECLAMATION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7 00 AM TO 5 00 PM MONDAY THROUGH FRIDAY AND 8 00 AM AND 2 00 PM ON SATURDAY FOR RECEIVING MATERIALS NOTWITHSTANDING THE ABOVE, COVER MAY BE APPLIED AFTER THE OPERATIONAL HOURS BUT IN NO CASE AFTER SUNDOWN RECLAMATION OPERATIONS ARE NOT PERMITTED ON THANKSGIVING, CHRISTMAS, NEW YEAR'S DAY AND JULY 4TH

2 THE ANGLE OF REPOSE FOR BORROW PIT/MINING SLOPES SHALL BE NO GREATER THAN 2 1 UNLESS A PROFESSIONAL ENGINEER OR PROFESSIONAL GEOLOGIST CERTIFIES THAT AN ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING SIDE SLOPES STEEPER THAN 2 1 SHALL REQUIRE A MINIMUM EXCAVATION SETBACK OF 100 FEET FROM THE PROPERTY BOUNDARY

3 A SECURITY FENCE WITH APPROPRIATE GATE FOR ACCESS, NOT LESS THAN SIX FEET ABOVE GRADE IS REQUIRED ALONG THE OUTER PERIMETER OF THE EXCAVATED AREA GATES FOR ACCESS SHALL BE LOCKED AT ALL TIMES DURING NON-OPERATING HOURS FENCES AND GATES SHALL BE MAINTAINED IN A REASONABLE CONDITION TO REMAIN AN EFFECTIVE BARRIER

4 PORTIONS OF THE PIT VISIBLE FROM THE PUBLIC RIGHT-OF-WAY OR NEAREST RESIDENTIAL USE SHALL BE SCREENED WITH DENSE LANDSCAPING TO ACHIEVE AT LEAST 75% OPACITY WITHIN 2 YEARS THE LANDSCAPE BUFFER SHALL BE NO LESS THAN TEN FEET IN WIDTH AT ANY POINT EARTHEN BERMS WITH A MINIMUM HEIGHT OF 3 FEET CAN BE PLACED WITHIN THIS BUFFER AREA

5 EXCAVATION, PIT OPERATIONS, PARKING, STORAGE AND DISPOSAL OF DEBRIS ARE NOT PERMITTED WITHIN THE SCREENING OR BUFFER AREAS THE SETBACK AREA MAY NOT BE USED FOR TRUCK OR EQUIPMENT TRAFFIC EXCEPT AS NECESSARY TO MAINTAIN THE SETBACK AREA AND PERIMETER FENCE

6 "NO TRESPASSING" SIGNS ARE REQUIRED AT EACH PIT ACCESS POINT(S), EVERY 250 LINEAR FEET OF THE BOUNDARY FENCE, AND AT EACH CORNER, IN LETTERS NOT LESS THAN TWO INCHES IN HEIGHT "NO TRESPASSING" SIGNS SHALL BE MAINTAINED IN LEGIBLE CONDITION

7 RECLAMATION ACTIVITY WOULD INVOLVE THE FILLING OF THE EXCAVATED AREAS WITH "CONSTRUCTION AND DEMOLITION DEBRIS" AS DEFINED BY 62-701 200 (24) FLORIDA STATUTES ALL FILL OUTSIDE OF THE 100' RECLAMATION SETBACK MUST BE EITHER CLEAN FILL OR VEGETATIVE DEBRIS SEE RECLAMATION PLAN FOR FURTHER DETAILS

8 TOTAL 29 63-ACRE SITE SIGN AREA, WALL AND FREESTANDING, IS LIMITED TO 1518 SQ FT (101 2 FT X 1 5) FREESTANDING SIGNAGE IS ADDITIONALLY LIMITED TO FOUR SIGNS, A MAXIMUM 300 SQ FT IN AREA AND 20 FEET IN HEIGHT ON KEMP ROAD, AND A MINIMUM 200 FEET FROM ANY OTHER SUCH SITE SIGN EACH FREESTANDING SIGN IS LIMITED TO A MINIMUM 10 FEET SETBACK FROM RIGHTS-OF-WAY AND MUST MAINTAIN VISUAL CLEARANCE ALONG RIGHTS-OF-WAY AND AT DRIVEWAYS AND INTERSECTIONS A VALID ESCAMBIA COUNTY SIGN PERMIT MUST BE OBTAINED PRIOR TO ERECTING, CONSTRUCTING, ALTERING, OR RELOCATING ANY SITE SIGNAGE

9 DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY

10 THE PERMITTEE SHALL BE RESPONSIBLE FOR MAINTAINING THE FULL LENGTH OF ROAD FRONTAGE AND ADDITIONAL LENGTH OF ADJACENT ROADWAY FREE FROM ALL LITTER AND SEDIMENT GENERATED AS A RESULT OF TRANSPORTING MATERIALS INTO OR OUT OF THE FACILITY LITTER WILL BE REMOVED ON A DAILY BASIS AND BE COMPLETED PRIOR TO SUNSET

11 ALL WORKING FACES SHALL BE COVERED BIWEEKLY WITH COVER, SUFFICIENT IN QUANTITY AND TYPE TO DEPRIVE DEBRIS OF OXYGEN, TO MINIMIZE THE RISK OF FIRE AND PREVENT THE EMISSION OF OBJECTIONABLE ODORS

12 EFFECTIVE DUST SUPPRESSION SYSTEM IS REQUIRED

Hatch Mott MacDonald
Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
5111 North 12th Avenue (32504)
P O Box 2518 (32513-2518)
Pensacola, Florida
Telephone (850) 484-6011 ¤ Fax (850) 484-8199

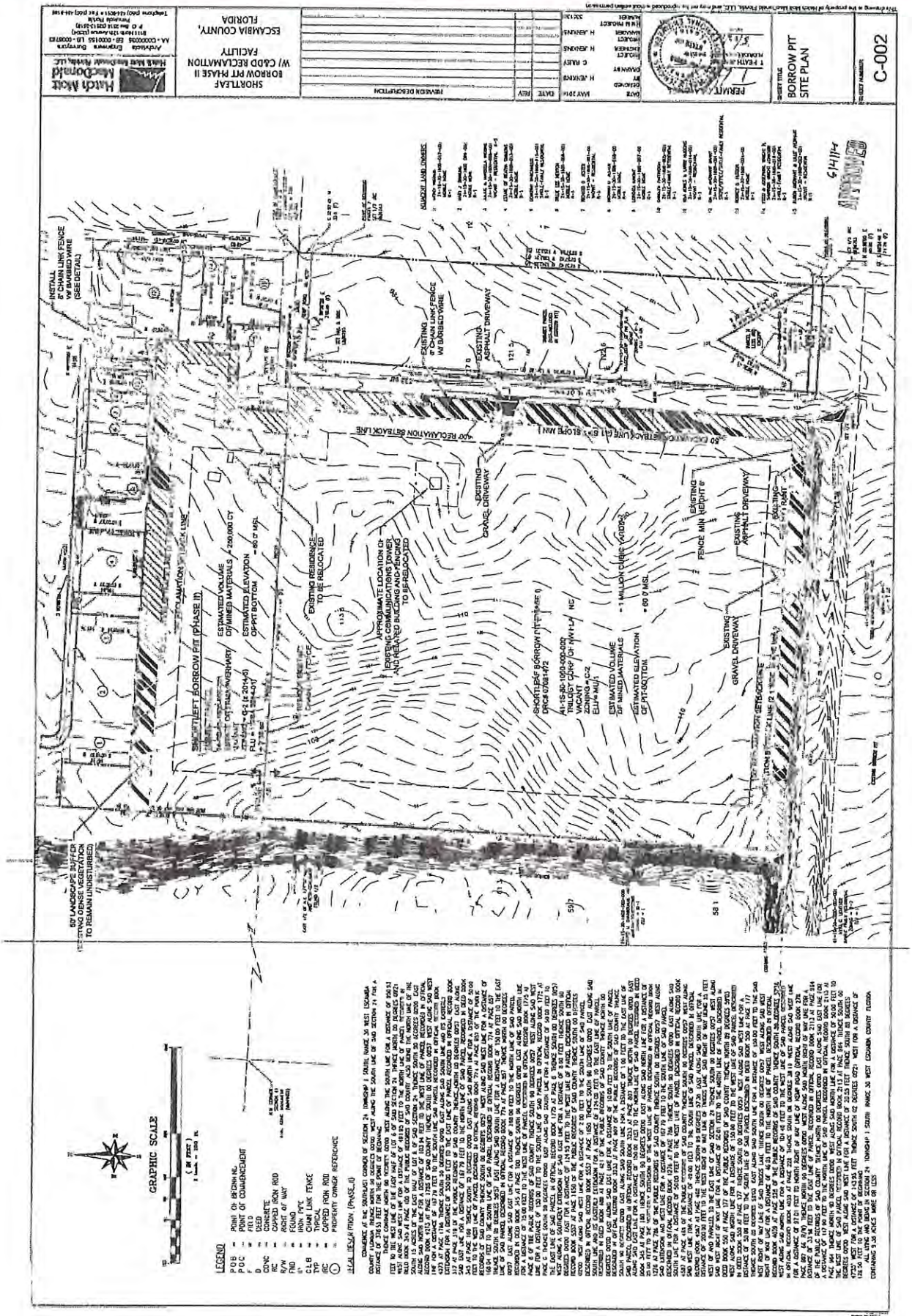
OWNER/DEVELOPER

TRILOGY CORPORATION OF NORTHWEST FLORIDA, INC
120 E MAIN ST
PENSACOLA, FL 32501

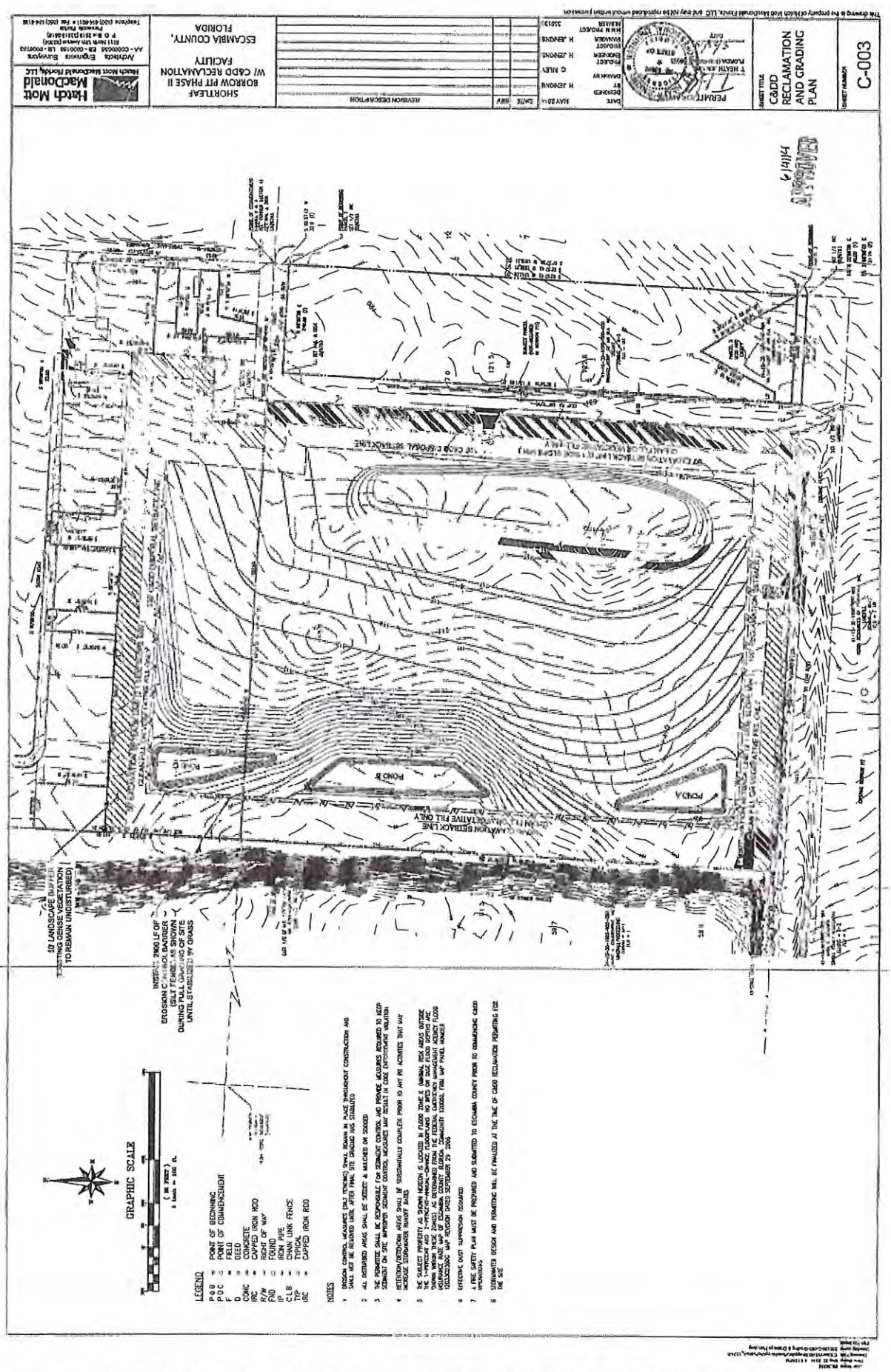
ENGINEER
HATCH MOTT MACDONALD
5111 NORTH 12TH AVENUE
PENSACOLA, FL (32513-2518)
(850) 484-6011

SHEET TITLE
COVER SHEET

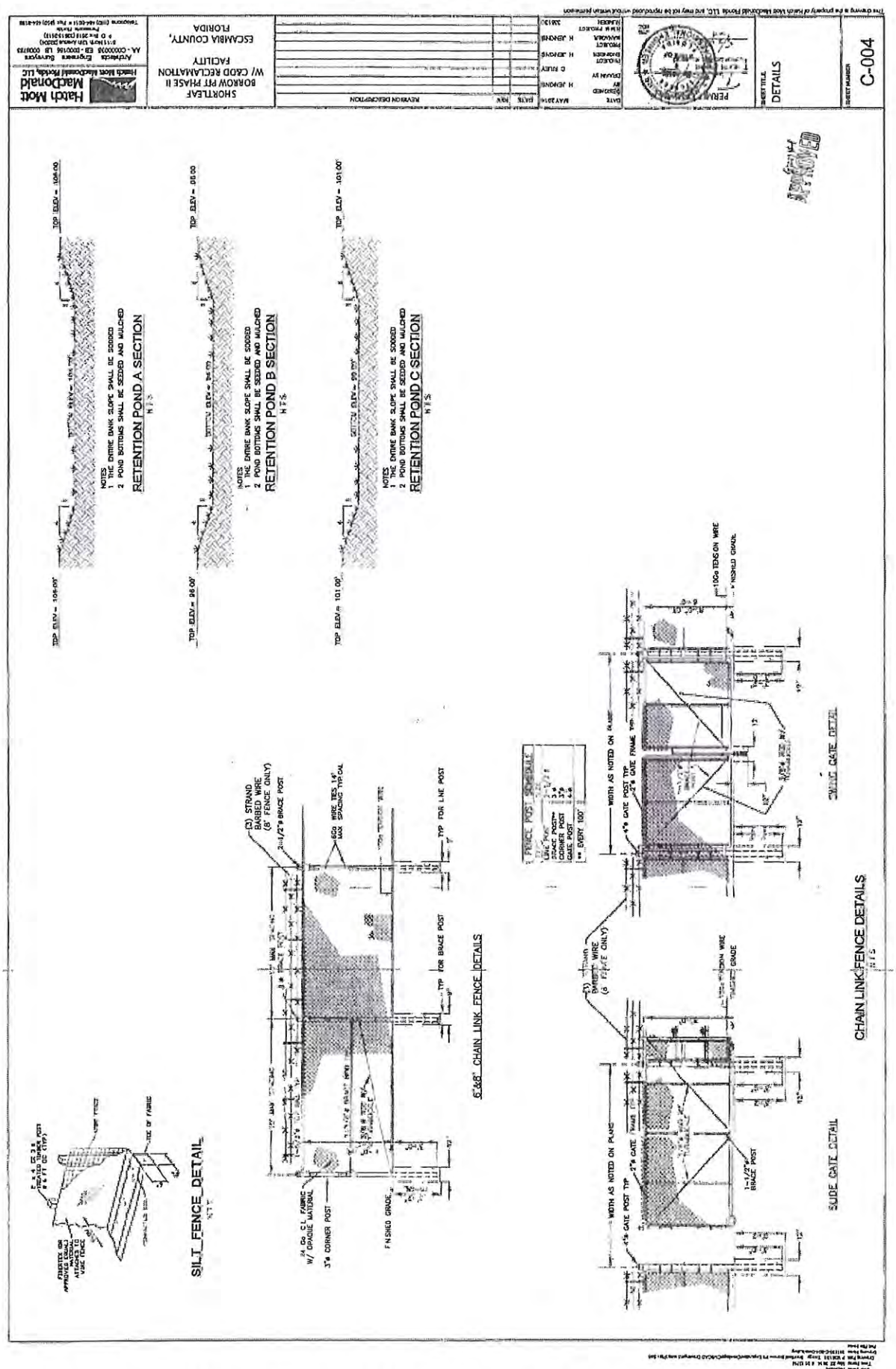
SHEET NUMBER
C-001



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SHORTLEAF C&D OPERATION PLAN

Note: The following is a DRAFT copy of the Operation Plan for Shortleaf that will be submitted concurrent with application to Escambia County Solid Waste for C&D Permitting. All Federal, State and Local regulations will be met at the time of application for C&D Permit.

OP.1 Accepted Waste

The Shortleaf Pit will accept construction and demolition debris. The materials accepted for "construction and demolition debris" will be in accordance with the definitions of F.A.C. 62-701.200 (24) shown below:

> *"Construction and demolition debris" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally result from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project;, except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris, if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.*

OP.2 Waste Receiving

Waste is received through the gate at the main entrance of the site. Fees are charged based on an estimation of the volume received. A sign indicating the name of the operating authority, traffic routing within the facility, hours of operation and specific site restrictions will be posted and visible to customers.

OP.3 Waste Control

Waste taken into the landfill will be inspected by landfill personnel for identifying any unauthorized waste, which includes, but is not limited to, free liquids, hazardous waste, medical waste, and PCB waste. If the spotter identifies the presence of unauthorized waste, the load will be rejected. Any unauthorized putrescible waste that is sorted out will be stored in covered containers and removed from the site within 48 hours. Non-putrescible waste will be stored in containers and periodically removed and transported to a facility authorized by the Department to receive such waste. In no case will unauthorized non-putrescible waste be stored for more than 30 days. Small volumes of hazardous waste (paint cans, etc.) are to be similarly segregated and periodically removed for proper disposal.

OP.4 Landfilling Operation

A trained operator will be onsite at all times when the landfill is open. Waste vehicles entering the site report to the landfill operator, who performs an initial inspection of the waste, estimates the volume of waste, and then directs the vehicle to the disposal area. The waste is unloaded and an additional inspection is conducted by a spotter, located at the working face, to verify acceptability. The term "spotter" refers to a person employed at the landfill whose job is to inspect incoming waste and to identify and properly manage any unauthorized waste received at the facility.

The C & D disposal area will be operated in phases. The horizontal boundaries of the waste disposal area, as authorized in the operating permit, will be clearly delineated with permanent or semi-permanent markers, such as bollards, posts, fencing or signs so that the operators can determine on a daily basis whether or not the facility is exceeding its permitted horizontal dimensions.

The disposal area bottom grade will be prepared by excavation (or filling) of the ground surface to the elevations shown on the grading plan. Generally the disposal areas will be filled by unloading the waste at the toe of the working face and pushing it up the slope with a compactor or bulldozer. However, due to the depth of the disposal area, there may be times that are beneficial to unload the waste at the top of the disposal area. The working face will be confined to as small an area as practical and at a slope not greater than approximately four feet horizontal to one foot vertical (25 percent) during the spreading operations. Lift depth will be up to a maximum of ten (10) feet, depending on the daily waste volume, width of the working face, and other operational conditions like weather, machine availability, and safety issues.

In the event waste is found to be disposed outside the permitted dimensions, Shortleaf will notify the Department within three working days of the discovery. If all waste is not relocated within the permitted dimensions of the facility within 30 days of discovery, upon order of the Department, the facility shall not accept any waste until the facility is in compliance with its permitted dimensions.

Recyclable materials may be recovered from incoming waste vehicles at the landfill operator's discretion. Waste vehicles containing these materials will be inspected at the scale house and rejected or accepted for material recovery. Vehicles hauling acceptable materials will be directed to the designated receiving area within the landfill footprint, where the waste will be unloaded. Spotters will sort all recyclable materials, which will be stockpiled or containerized for off-site processing. Recoverable materials will be stored onsite for no longer than 30 days and will be removed or landfilled on a first-in, first-out basis. Residual waste will be transported to the working face for disposal. Further, recyclable materials may be recovered from the working face when practical.

OP.5 Slope and Compaction

Final slopes were designed to match pre-development grades with the exception of the stormwater management facilities. These grades were established using the elevations of the existing site prior to excavation. The slopes around the pond, which includes the southwest slope of the disposal area, shall have a maximum grade of four feet horizontal to one foot vertical. Excavated subsurface slopes will be as steep as soil conditions and operations allow and are expected to be in the range from vertical to three feet horizontal to one foot vertical.

Proposed final surface contours are shown on Drawing No's. C-2 and C-3, respectively, prepared by Hatch Mott MacDonald. The bottom grades were set at approximately three feet above the groundwater elevations identified in the hydrogeological investigation. Compaction will be achieved by

making several passes over the waste with the landfill equipment, by the weight of the waste vehicles and subsequently disposed waste.

OP.6 Equipment

The equipment used onsite includes an excavator, dump trucks, and a compactor or bulldozer.

OP.7 Contingency Plan

OP.7.1 General

The Site Manager of the Shortleaf Disposal Facility is responsible for implementation of the Contingency Plan. In the event of an emergency or if the Shortleaf C&D facility is rendered inoperable, waste vehicles will be routed directly to the Navarre C&D landfill or the Escambia Landfill. This plan addresses the procedures to be followed in the event of fire, hazardous materials, or natural disaster at this facility.

During normal hours of operation, emergencies should be reported to the scale house attendant or Site Manager. The scale house attendant will notify the Emergency Response Coordinator (ERC), who is the Site Manager for Shortleaf C&D facility. The ERC (or designee) will notify the local Emergency Response Unit and onsite personnel of the emergency situation.

The ERC will assess the emergency situation according to its actual existence, source, severity, extent, most immediate impact, injuries, damage, and hazards to human health or environment. After assessment, the ERC will make all practical efforts to safely contain the situation by stopping processes and operations, evacuating and restricting areas and removing potential sources (fuel, equipment, etc.).

OP.7.2 Fire

The Fire Response plan is implemented when an employee or other person notifies the Emergency Coordination (ERC) of a fire. The ERC collects the information needed to evaluate the situation, size and location of the fire, amount of smoke, etc. If the ERC cannot evaluate the situation based on the telephone or radio conversation, the ERC should proceed to the area for observation. After assessing the situation, the ERC may order notification of the local fire department and possibly the evacuation of nearby buildings. The ERC will communicate his/her instructions to the site employees and any onsite customers.

In the case of a fire within the waste pile, reasonable efforts shall be made to immediately extinguish or control the fire with onsite resources. If the ERC determines the fire can be controlled with onsite resources, the ERC shall immediately:

1. Attempt to smother the fire by placing soil over the affected areas. Move all mobile equipment and mobile fuel tanks out of the area. Use a water truck as a last resort so as not to create contaminated runoff. Instruct operators to use the fire extinguishers mounted on the equipment for small fires or to control the spread of a fire.

2. Cease accepting waste for disposal in the area of the facility impacted by the fire for at least 24 hours after the fire has been completely extinguished. Check for hot spots and lingering ashes prior to resuming waste placement activities in the area of the fire.

3. Notify the Department and the local government having jurisdiction over the facility of the fire and of the fire control plan being implemented by the owner or operator;

If the fire cannot be extinguished or controlled within 48 hours, the ERC shall notify the local fire protection agency and seek its assistance, and shall also notify the local government and any neighbors potentially affected by the fire. The local fire department, Escambia County Emergency Response Unit, is accessible using the 911 emergency service.

OP.7.3 Hazardous Materials Discovered – No Spill
When hazardous materials are discovered but no spill has taken place, the following steps will be taken:

1. The spotter will determine whether there is an imminent threat of fire, explosion, release, or spill of the substance. If an imminent threat exists, the spotter will have the office call 911 to dispatch the Escambia County Emergency Response Unit to the site.

2. If it appears there is no imminent threat of fire, explosion, release, or spill, then the spotter will examine the container and determine its contents.

3. If the identity of the substance cannot be determined from examination of the container, then the spotter will call a commercial hazardous waste disposal service provider or call 911 for the Escambia County Emergency Management Unit (for large quantities or potentially dangerous substances). Information on the point of origin of the load that contained the hazardous material will be provided to the emergency response team.

OP.7.4 Hazardous Material – Spill or Release Occurs
Hazardous material spills or releases can occur in solid, liquid or gaseous form. An example of a spill of a solid hazardous substance that might be found at a C&D landfill would be quicklime. Examples of a liquid hazardous material that might be spilled include lead paint and diesel fuel. Examples of gaseous hazardous substances that might be spilled or released include propane gas (barbecue gas canisters) or acetylene gas.

Hazardous material spills and releases can pose the following types of threats:

1. Fires and explosions
2. Chemical burns
3. Asphyxiation
4. Poisoning, through skin contact, ingestion, or inhalation ("acute" health impacts)
5. Adverse long-term ("chronic") health impacts
6. Environmental contamination of air, soil, environmental receptors, surface water, or groundwater.

Less common or rare hazards include:

1. Biological hazards (bio-hazardous waste, poisonous reptiles, or poisonous insects)
2. Radiation.

If the C&D landfill operator or spotter becomes aware that a spill or release of hazardous materials has occurred anywhere at the site, they shall take the following actions:

1. Immediately evacuate the area of the release or spill, if possible. If a worker or site visitor is overcome and cannot evacuate the area, do not attempt rescue. Site workers are not equipped or trained to conduct rescue operations in hazardous material release or spill incidents. If a worker has "gone down" and rescue is attempted by other workers who are dressed and equipped similarly to the downed worker, they will also be overcome and need rescue.

2. Notify the office to call 911 to dispatch the Escambia County Emergency Response Unit to the site.

3. Take all steps necessary to prevent entry to the area of the release or spill until the area is secured by the Emergency Management team.

After the area is secured and the initial response action is completed, the following additional steps will be necessary:

1. Attempt to identify the hauler and/or point of origin of the load from which the hazardous substance was brought to the landfill, to help establish financial liability for the costs of the emergency response and continuing cleanup.

2. Engage properly qualified organizations to complete unfinished cleanup work and assess long-term effects to the site and the surrounding environment. If residual threats to worker safety remain after the initial response action, those threats shall be neutralized before workers can re-enter the affected area.

3. Monitor the health of the workers who were exposed to the released or spilled substances, as recommended by the emergency response manager or qualified health professional.

OP.7.5 Natural Disasters

Natural disasters can occur in many forms, but generally affect large areas and many people in a relatively brief period of time. They often will put a considerable strain on local government support agencies (fire, police, civil defense, etc.) to the extent that individuals and companies must accept the responsibilities of self-protection and recovery.

The actions listed here are general in nature and should supplement specific local government programs and existing plans that are more comprehensive. Local and State government agencies such as offices of emergency preparedness and fire departments can offer more detailed area specific information and guidance. Site personnel should learn the significance of and response to community warning signals. Portable radios should always be available to monitor the status of the emergency.

(A) Tornado Guidelines:

1. Notice: Typically, little advance warning is provided for tornadoes and personnel must respond quickly. Notice will usually come by:
   * Observation by a trained observer or individual who saw warning signs or an actual funnel.
   * A TORNADO WATCH, issued by the National Weather Service when the proper conditions exist that may cause a tornado to occur in the area.
   * A TORNADO WARNING, indicates a tornado has been sighted visually or by radar in the vicinity.

2. Monitoring: The ERC (or designee) should monitor the radio whenever a tornado watch is in effect for the area in which a facility is located. When a tornado warning is issued, the ERC (or designee) shall move to a safe location to watch the skies for tornadoes and continue to monitor the radio.

3. Shelter: Shelters should ideally be below grade, or if not feasible, above grade in an area without windows and of substantial construction. Typically, fire stairwells and washrooms are examples of appropriate shelter areas.
   * Interior corridors are less desirable as past incidents have indicated that they can become filled with flying glass or debris.
   * If the above shelters are not readily available, cover should be sought under heavy furniture, on the lowest floor, and away from windows, glass doors, etc. All office trailers should be evacuated, and those personnel should move to a more permanent shelter or lie flat in the nearest depression or ditch.
   * Personnel who are outdoors and cannot get to shelter should seek a low lying area, ditch or depression and lie flat. Leave vehicles and seek shelter in low lying areas.

(B) Hurricane Guidelines

Hurricanes, unlike tornadoes, provide some advance warning of their approach that should not be ignored. Coastal areas that have not experienced a damaging hurricane for some time may become complacent and ignore or minimize warnings. Such neglect can have catastrophic consequences and company personnel in affected areas must plan and train for these events. Mandatory evacuations may be required by authorities and the area should be vacated upon these notices. Furthermore, the area should be evacuated with adequate time allowed for travel, anytime a serious threat to life is expected.

1. Notice

The National Weather Service issues advisories on the location, strength and movement of hurricanes and tropical storms. They issue the following:
* A HURRICANE WATCH means that a hurricane may threaten coastal and inland areas, and that hurricane conditions are a real possibility. Persons in the areas of a WATCH should listen for further advisories.
*A HURRICANE WARNING is issued when a hurricane is expected to strike the area within 24 hours. Warnings may also include an assessment of flood danger, small craft warnings, gale warnings for the storm's periphery, estimated storm effects, and recommended emergency procedures.

2. Preparatory Activities

If there appears to be time, the following steps should be taken:
* Develop a checklist of required equipment and supplies.
* Construct shutters or other special covers for equipment as necessary. Place the shutters, covers, and supplies in a designated area which is readily accessible. Inform personnel that this material is for use during hurricanes and that the material is not available for routine use.

36 Hours Prior to Landfall
* Secure miscellaneous materials and equipment, including stacks, signs, tanks, etc.
* Lumber, metal pipe, cans, furniture, and small signs should be placed inside or anchored. Most damage is done by unsecured items blowing into buildings or equipment.
* Plan the time involved in these activities to avoid a last minute rush.
* Keep essential vehicles and equipment fully fueled.

24 Hours Prior to Landfall
* Trailers and temporary buildings shall be secured by commercial anchors set as prescribed by the manufacturer.
* Move personnel, computers, office equipment, vital records, etc., from trailer offices to more substantial structures.
* Ensure that auxiliary power units are functioning and ample fuel is available. Power may be out for several days.
* Check battery-powered equipment such as radios, flashlights, back-up lighting, etc.

16 Hours Prior to Landfall
* Cover electrical motors, switch gear, and critical equipment that must be used to operate the site with plastic, then tape and secure from high winds and rain.
* Clear low-lying areas that may be swept by high tides, waves and flooding.
* Stock food, water, portable lights, blankets, cots, and rope for personnel who must remain on site. Set up a control center.

12 Hours to Landfall
* Cover critical records and filing cabinets with plastic. If flooding could occur, raise cabinets off floor or place lower drawers on tables or shelves and cover with plastic and tape well.
* Critical laboratory instruments will have power disconnected, and will be sealed in plastic with a supply of drying agent. Instruments will be taken out of service, if feasible.
* Power will be disconnected from office machines, computers, training video equipment, etc.
* Items will be removed from the floor and wrapped in plastic.
* Assign an individual to monitor a portable radio to keep track of the storm progress.
* Critical computers will be left on until four hours prior to landfall, however, all supplies for securing will be kept close at hand, and personnel will be on duty to secure equipment. Equipment will be secured prior to personnel leaving location. Board up the windows on rooms where critical files, records, or equipment are located. Shutters should already be cut and fitted, with fasteners on hand.
* Send non-essential personnel home. Ensure that personnel who will remain on site have had time to take care of their families and secure their home.

4 Hours to Landfall
* Perform final checks on communications and auxiliary power units.

Landfall
* Retreat to most stable building or shelter during storm passage.

3. Shelter

Remain indoors during the hurricane. Blowing debris can injure or kill. See 'Tornadoes" Section 3 for more on shelter during strong winds.

(C) Flood Guidelines

Flooding can be caused by storms or other natural disasters. The National Oceanic and Atmospheric Administration (NOAA) issues flood forecasts and warnings through local government emergency operations and by local radio and television. The warning tells the expected severity of the flooding (minor, moderate or major), the affected body of water, and when and where the flooding will begin.

1. Flash Flood Watches and Warnings (Issued by the National Weather Service)

*A FLASH FLOOD WATCH indicates that flash flooding is possible within a designated watch area.
* A FLASH FLOOD WARNING is issued when a flash flood has been reported or is imminent. Immediate action should be taken to protect personnel.

2. Before the Flood

* Determine areas of property below possible flood levels. Know where high ground is.
* Keep a supply of batteries, flashlights, and a portable radio on hand.
* Keep materials such as sandbags, plywood, plastic sheeting and lumber available for emergency waterproofing.
* Store drinking water in clean, closed containers.
* Disconnect electrical equipment.
*Move vehicles and hazardous material to high ground.
* Secure tanks that may float.

3. During the Flood

* Avoid areas subject to sudden flooding.
* Do not attempt to cross a flowing stream.
* If evacuation occurs, secure the facility by anchoring floating items and locking the doors and windows.

4. After the Flood

* Do not use fresh food that has come in contact with flood waters.
* Test drinking water for potability.
* Do not handle live electrical equipment until it has been dried and inspected.
* Use battery-powered flashlights or lanterns, not oil or gas lanterns or torches, to examine or re-enter buildings.
* Do not attempt to drive over a flooded road. The depth of water is not always obvious.

OP.8 Access Control

Fencing, lockable gates, and natural barriers control access to the site. The gates will be locked after working hours. A trained operator will be onsite at all times when the gate is open.

OP.9 Training

All operators and spotters are required to take the following training courses. In addition, they are required to read and be familiar with the Operation Plan and Permit Conditions.

Training Courses

1. Construction and Demolition (C&D) Landfill Operators
    a. C&D Landfills: 24-Hour Training Course for Landfill Operators
    Provider: UF TREEO Center and SWANA-Florida Chapter
    Contact: (352) 392-9570 or www.treeo.ufl.edu.
    b. Other courses approved by FDEP
2. Spotter
    a. Eight Hour Spotter Training for C&D Sites
    Provider: UF TREEO Center and SWANA-Florida Chapter
    Contact: (352) 392-9570 or www.treeo.ufl.edu
    b. Other courses approved by FDEP

OP.10 Annual Reports

An annual report {Form 62-701.900(7)} will be prepared and submitted to the Department no later than April 1 of each year. The report shall include, at a minimum, the types and quantity of waste disposed.

OP.11 Fuels

Fuels, solvents, lubricants, and other maintenance materials will be stored in a secured area separate from the disposal operations.

OP.12 Landfill Gas and Odor Control

Landfill gas and odor is not expected to be a problem at the C&D site. Should an odor be detected, its origin will be identified and appropriate actions taken. In the event the facility is notified by FDEP that objectionable odors have been confirmed beyond the landfill property boundary, Shortleaf will take the following steps:

1. Immediately take steps to reduce the objectionable odors. Such steps may include applying or increasing initial cover, reducing the size of the working face, and/or ceasing operations in the areas where odors have been detected;

2. Submit to the Department for approval, an odor remediation plan for the gas releases. The plan shall describe the nature and extent of the problem and the proposed long-term remedy. The remedy shall be initiated within 30 days of approval.

3. Implement a routine odor monitoring program to determine the timing and extent of any off-site odors, and to evaluate the effectiveness of the odor remediation plan. Should landfill gas create concerns for the facility, Shortleaf will proactively investigate the matter and implement actions to control the gas. Use of passive gas vents and/or a continuous spark, solar powered flare that is mounted to an individual well (each of these devices are depicted in Appendix G of this report) may be employed at the discretion of Shortleaf.

OP.13 Recordkeeping

Records of all information used to develop or support the permit application and construction of the landfill shall be kept onsite throughout the design period. Records pertaining to operations, except weigh tickets, shall be kept for the design period of the landfill. Weigh tickets shall be kept for five years.

Florida Department of Environmental Protection
Bob Martinez Center
2600 Blair Stone Road, MS 715
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Hershel T. Vinyard Jr.
Secretary

Email David.Skipper@hatchmott.com

November 26, 2012

Mr. David Skipper
Trilogy Corp. of NW Florida, Inc.
120 East Main Street
Pensacola, Florida 32502

Dear Mr. Skipper:

Re: Mine Inspection Report – Shortleaf Borrow Pit - Escambia County

Thank you for having Gary Radford, Heath Jenkins, and AJ meet me for the field inspection of the referenced mine on November 14, 2012. A copy of the field inspection report is enclosed.

The estimated life of the mine was given as 5 years in 2006; this date has come and gone. An estimated extension of the life of the mine is requested. The estimated life of the mine should include the amount of time it takes for reclamation to be completed.

Please note the following: On October 1, 2007, the environmental resource permit (ERP) program was implemented for the first time in the Panhandle. This permit has been required in other areas of the state since October 1995. Unless an activity qualifies for an exemption, an ERP must be obtained from the Department or Northwest Florida Water Management District prior to the construction, alteration, operation maintenance or repair (excluding routine custodial maintenance), abandonment, or removal of a stormwater management system. This includes any dam, impoundment, reservoir, appurtenant work, or works (artificial structures, including, but not limited to, ditches, canals, conduits, channels, culverts, pipes, and other construction that connects to, draws water from, drains water into, or is placed in or across the waters in the state), or any combination thereof. For more information about the new, Northwest Florida ERP, please visit http://www.dep.state.fl.us/water/wetlands/erp/index.htm.

If you have any questions about this letter or the reclamation standards, do not hesitate to contact me at 850.488.8217 or via email at Angela.Bozeman@dep.state.fl.us

Sincerely,

Ang R B

Angela Bozeman
Environmental Specialist I
Mining and Mitigation Program

Enclosure: Inspection Report

Shortleaf Borrow Pit

Inspection Report: November 21, 2012
Date of Inspection: November 14, 2012
Participants: Gary Radford, Radford and Nix Construction, LLC
Heath Jenkins, Hatch Mott McDonald
Angela Bozeman, BMMR

Observations: Actively mining on the day of the inspection. Some concrete rubble stored on the site and reused elsewhere. A cell phone tower sits in the northeastern quarter of the property.

Photo stops:

Photo stop #1
Entrance into the property. The entire site has been fenced and has a locking gate.



Photo stop #2
Concrete to be recycled is being stored near the entrance to the pit.



Photo stop #3
The active area of material extraction. The two pits will be connected eventually.

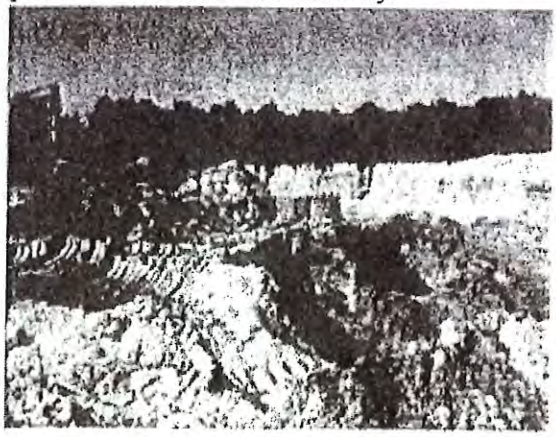


Photo stop #4
Looking south into the larger pit area. The steep pit walls can be seen on the right.

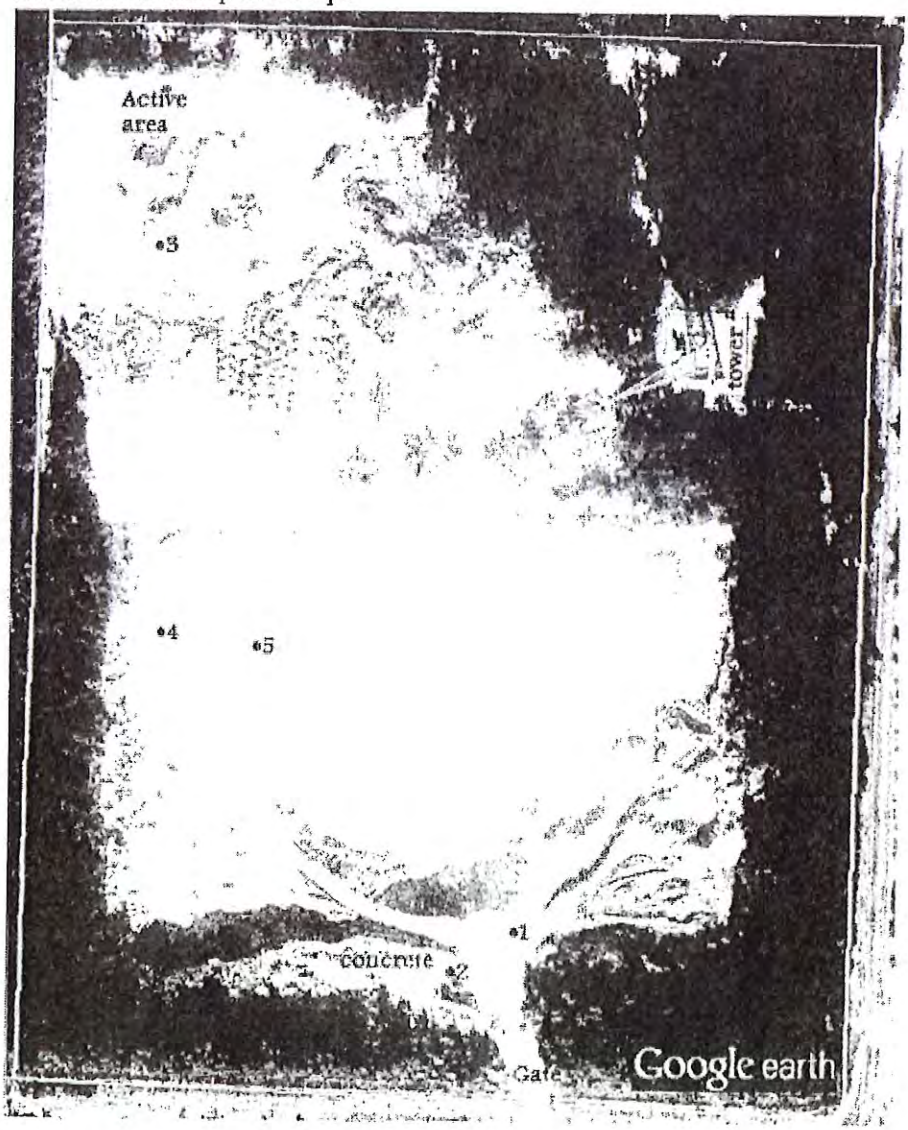


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Photo stop #5
Facing east, looking into the previously excavated areas. The cell tower can be seen.



2012 Aerial with photo stops



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Reclamation Inspection Cover Sheet (March 2012)

Permittee – Mine Name: Trilogy Corp. of NWFL - Shortleaf Borrow Pit Inspection Date: Nov. 14, 2012

Participants: Gary Radford, Radford, Nix, Heath Jenkins, Hatch Mott McDonald

Inspected: ☒Whole Project ☐Part of Project: whole project

Use No also for N/A. On attached pages, explain every "Yes" response, and information provided from/to the operator.

Office Review

☐ Yes ☒No Change in contact name, address, e-mail, or telephone numbers? If yes, update ERPce & Public Folders.

☐ Yes ☒No Missing report(s) or notices? If yes, identify the missing report(s).

☐ Yes ☒No Provided report or notice does not provide information required by the rules?

☐ Yes ☒No Provided report shows conflict with reclamation plan or notice?

☒ Yes ☐No BMMR permit shows conflict with reclamation plan or notice? (timing, project area, depths, contouring, vegetation) **An extension of the life of the mine is needed. The submitted notice stated the estimated life was until November 1, 2011.**

NWFWMD Only

☒ Yes ☐No Aerials or signs of recent stripping indicate alteration of surface flows expanded after October 1, 2007?

☐ Yes ☒No Dam that may not have a NWFWMD permit pursuant to Chapter 40A-4, F.A.C.?

Other Resources Mines Only

Total Property Acres (from GIS):	30	☐ Yes ☒No	Onsite material processing?
Nonmandatory Acres (from aerials):	0	☐ Yes ☒No	Will a lake remain after reclamation?
Mandatory Acres:	18	☒ Yes ☐No	Operator needs Ch 62C-39, F.A.C.? given a copy onsit
Estimated Future Mandatory Acres:	10	☒ Yes ☐No	Mine location correct?
Estimated end of mining:	2017		

Mined Resources: Fill dirt, clay

Mining

☐ Yes ☒No Mining operations ceased? If yes, when: _____ When expected to resume operations? _____

☐ Yes ☒No Extraction completed?

☐ Yes ☒No Mining operations occurring outside the area shown in the reclamation plan/notice?

☐ Yes ☒No Extraction occurring outside the area shown in the reclamation plan?

☐ Yes ☒No New or modified permits to be included with the reclamation plan/notice?

Annual Reports

☐ Yes ☒ No Current site conditions progressed beyond the last annual report?

☐ Yes ☒ No Current site conditions conflict with last annual report?

Reclamation

☐ Yes ☒ No Nonmandatory reclamation started? If yes, where?

☐ Yes ☒ No Mandatory reclamation started? If yes, where?

☐ Yes ☒ No Areas where mandatory reclamation will be starting? If yes, where?

☐ Yes ☒ No Areas where mandatory reclamation should have started, but hasn't? If yes, where?

☐ Yes ☒ No Available overburden not being used to reduce sheer walls?

☐ Yes ☒ No Have final shorelines remained untreated for more than one year?

☐ Yes ☒ No Have final sheer walls remained untreated for more than one year?

☐ Yes ☒ No Have contoured areas remained incompletely vegetated for more than one year?

☐ Yes ☒ No Any areas where reclamation of a lower layer is being delayed? If yes, where? (limestone mines only)

☐ Yes ☒ No Are there any problem that may result in a violation of reclamation standards?

Enforcement

☐ Yes ☒ No Was there a complaint? If yes, describe the complaint and the observations relating to the complaint.

☐ Yes ☒ No Not in compliance with Consent Order requirements?

Water Quality Protection (If not BMMR permit, refer to permitting agency.)

☐ Yes ☒ No Sediment/turbidity control devices not installed between unstable material and adjacent surface waters?

☐ Yes ☒ No Spoil, resource or debris not being maintained within the property?

☐ Yes ☒ No Water discharging from the project area through a permitted discharge point appears turbid or shows a sheen?

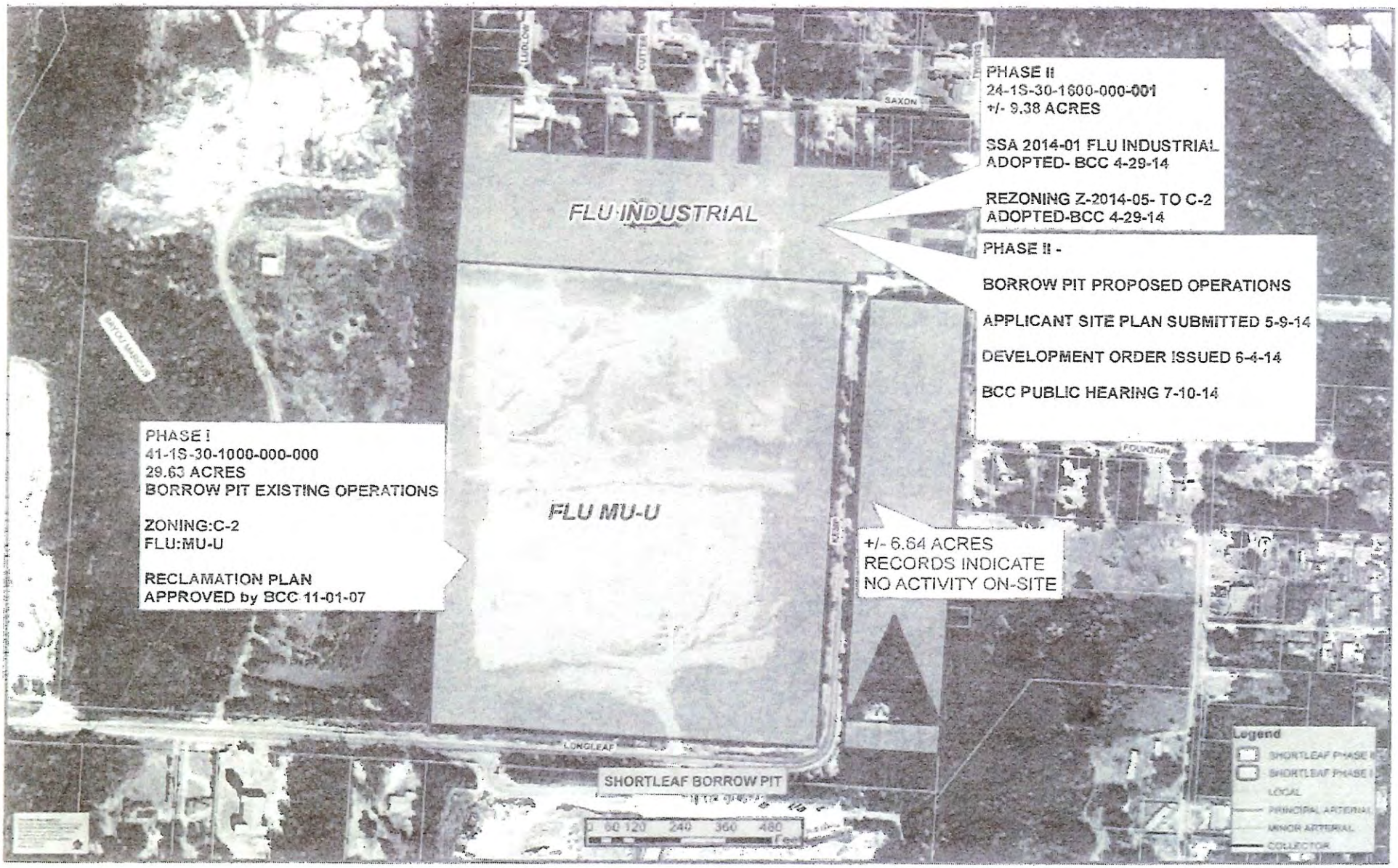
☐ Yes ☒ No Water discharging from the project area other than at a permitted discharge point?

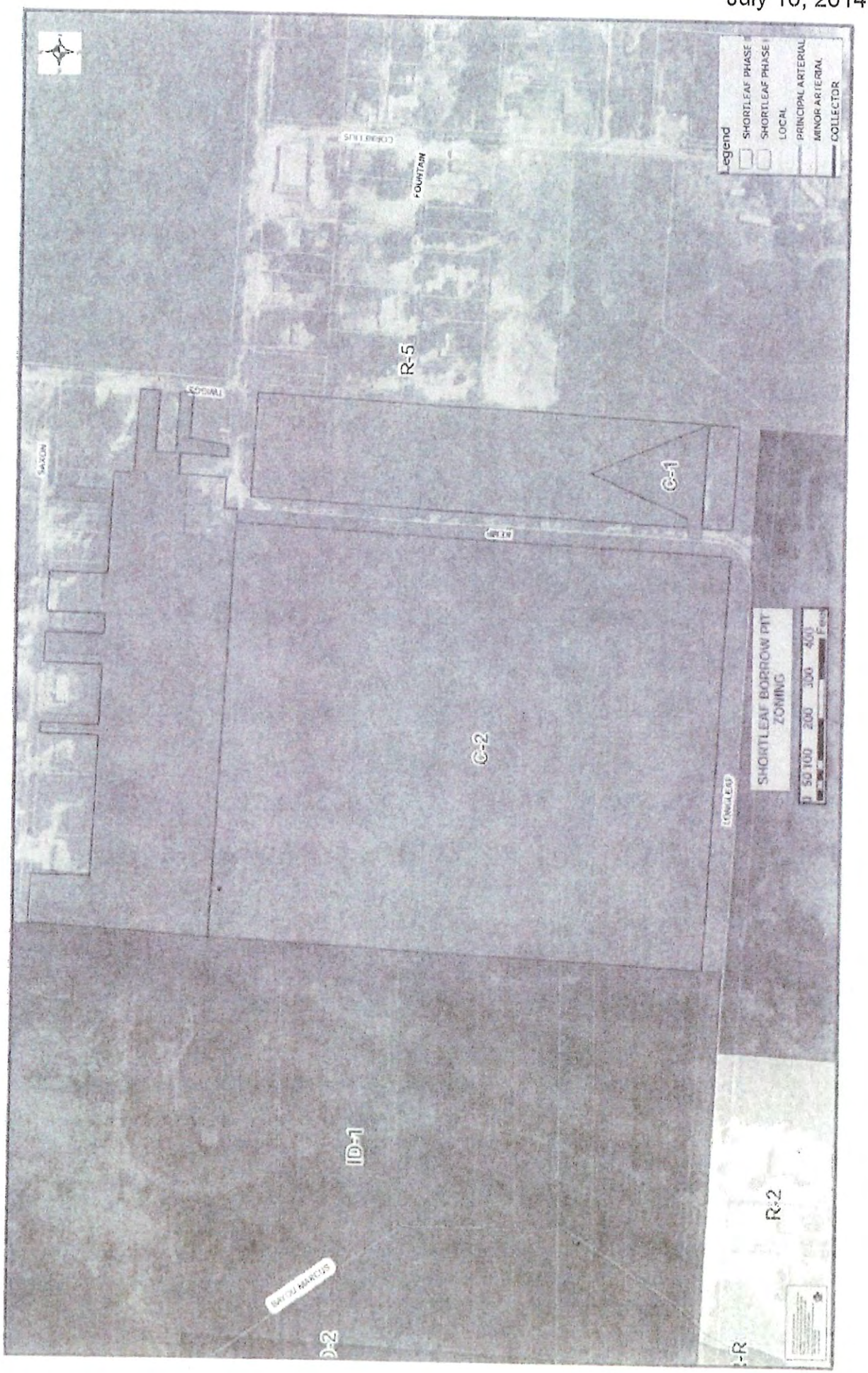
☐ Yes ☒ No Petroleum or other chemicals visible on the ground or in surface waters?

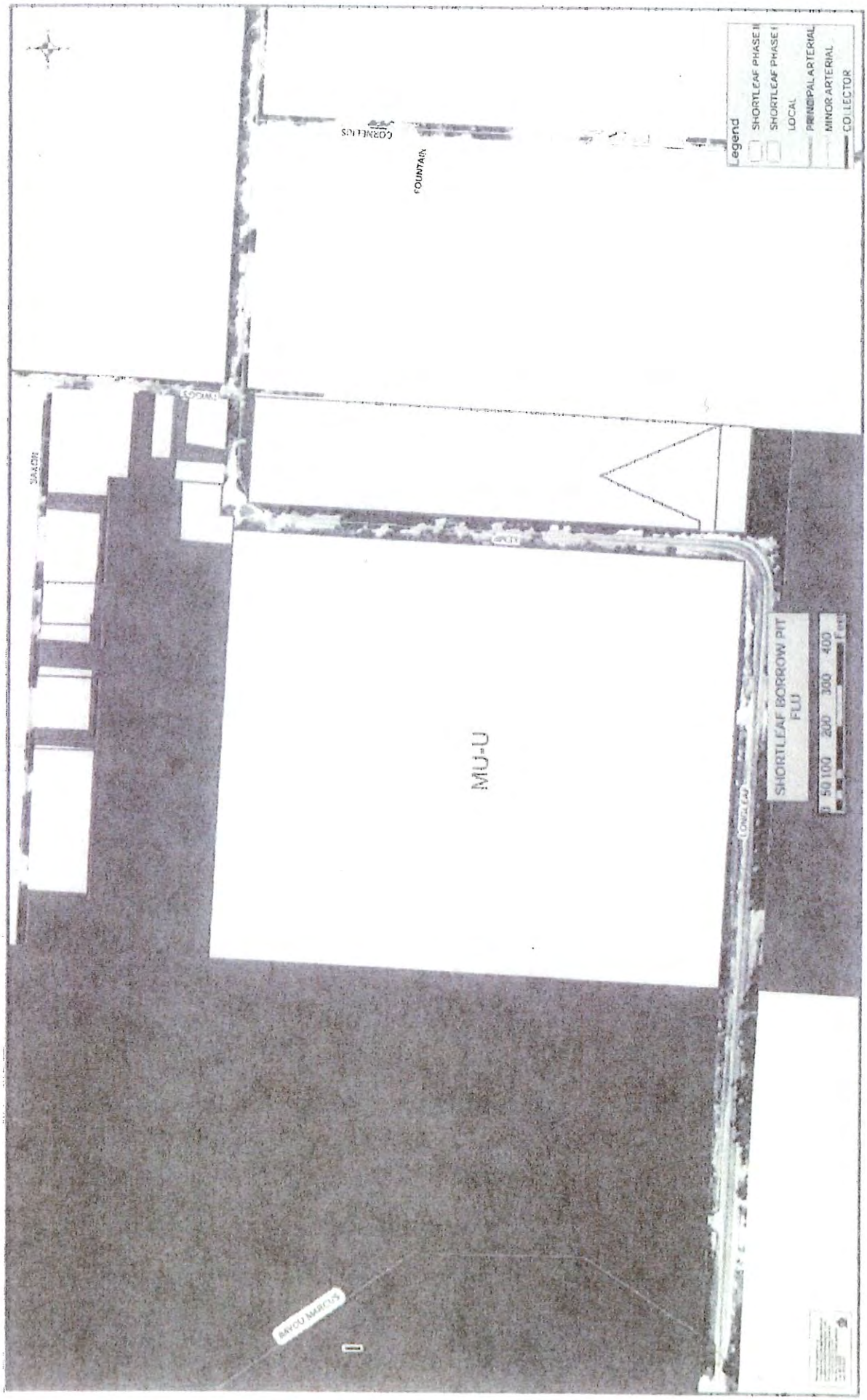
Notes:
- perimeter fenced and entrance gated
- Actively mining on the day of the inspection
- No offsite run-off seen, cell tower onsite
- Concrete rubble is brought onsite and used for other projects. Operator stated the concrete is used frequently
- Operator stated the front has a 200ft setback and the rest has a 100ft set back

Prepared By: Angela Bozeman Attachments: ___# of attached description pages, ___# of attached photographs

Permittee – Mine Name: Trilogy Corp. of NWFL - Shortleaf Borrow Pit Inspection Date: Nov. 14, 2012


PHASE II
24-1S-30-1600-000-001
+/- 9.38 ACRES
SSA 2014-01 FLU INDUSTRIAL
ADOPTED- BCC 4-29-14
REZONING Z-2014-05- TO C-2
ADOPTED-BCC 4-29-14
PHASE II -
BORROW PIT PROPOSED OPERATIONS
APPLICANT SITE PLAN SUBMITTED 5-9-14
DEVELOPMENT ORDER ISSUED 6-4-14
BCC PUBLIC HEARING 7-10-14
FLU INDUSTRIAL
FLU MU-U
PHASE I
41-1S-30-1000-000-000
29.63 ACRES
BORROW PIT EXISTING OPERATIONS
ZONING:C-2
FLU:MU-U
RECLAMATION PLAN
APPROVED by BCC 11-01-07
+/- 6.64 ACRES
RECORDS INDICATE
NO ACTIVITY ON-SITE
SHORTLEAF BORROW PIT
LONGLEAF
SAXON
FOUNTAIN
Legend
SHORTLEAF PHASE II
SHORTLEAF PHASE I
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
0 60 120 240 360 480
Feet


Legend
SHORTLEAF PHASE
SHORTLEAF PHASE
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
SHORTLEAF BORROW PIT
ZONING
0 50 100 200 300 400
Feet
R-5
C-1
C-2
ID-1
R-2
FOUNTAIN
SAXON
LONGLEAF


Legend
SHORTLEAF PHASE II
SHORTLEAF PHASE I
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
MU-U
SHORTLEAF BORROW PIT
FLU
0 50 100 200 300 400
BAYOU MARCUS

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THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS



GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

4. 5:47 p.m. Public Hearing

Motion made by Commissioner Whitehead, seconded by Commissioner Robinson, and carried unanimously, rescheduling the Public Hearing for 5:50 p.m. on December 6, 2007, relative to the recommendation that the Board, at the 5:47 p.m. Public Hearing, review and approve or deny the proposed land clearing debris facility reclamation use of the existing borrow pit, Northwest Florida Pit 1, off Bankhead Drive, requested by Heaton Brothers Construction Company, Inc., Owner and Developer. 1833

Speaker(s) – None.

CHAIRMAN WHITE RELINQUISHED THE CHAIR TO COMMISSIONER YOUNG

5. 5:48 p.m. Public Hearing

Motion made by Commissioner Whitehead, seconded by Commissioner Young, and carried 4-0, with Commissioner White temporarily out of Board Chambers, taking the following action: 1843

A. Approving the proposed construction and demolition debris facility reclamation use of the proposed Shortleaf Borrow Pit on Longleaf Drive, requested by Hatch Mott MacDonald Florida, LLC, Agent for Trilogy Corporation of Northwest Florida, Inc., Owner and Developer; and

B. Approving the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations.

Speaker(s):

Scott Miller
Rodney Sutton

VICE CHAIRMAN YOUNG RELINQUISHED THE CHAIR TO COMMISSIONER WHITE

EXHIBIT "E"

BCC: 11-01-07

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Planning and Engineering

FROM: T. Lloyd Kerr, AICP, Director

DATE: October 8, 2007

ISSUE: **5:48 p.m. – Thursday, November 1, 2007 Public Hearing** – Construction and Demolition Debris Reclamation of Shortleaf Borrow Pit, Hatch Mott MacDonald Florida, LLC, agent for Trilogy Corporation of Northwest Florida, Inc., owner

RECOMMENDATION:

That the Board of County Commissioners take the following actions:

A. Review and approve or deny the proposed construction and demolition debris (C&DD) facility reclamation use of the proposed Shortleaf Borrow Pit on Longleaf Drive, requested by Hatch Mott MacDonald Florida, LLC, agent for Trilogy Corporation of Northwest Florida, Inc., owner and developer; and

B. Review and approve or deny the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations.

BACKGROUND:

On August 16, 2006, Mr. David Skipper, P.E., of Hatch Mott MacDonald Florida, LLC, project engineer, submitted a site plan application for development of a borrow pit within a wooded 29.63-acre parcel on Longleaf Drive at Kemp Road. The plan proposed an estimated one million cubic yards of materials to be excavated from the pit over a 5-year period, depending on market demand for such materials. Within one year of completion of all excavation operations, reclamation of the mined-out land by filling with construction and demolition debris would begin. Reclamation activities would continue an estimated five additional years until completion.

The site is within the MU-1 (mixed-use 1) future land use category, approved as a large-scale amendment by the Board on April 20, 2006, and the C-2 (general commercial and light manufacturing) zoning district, approved as a zoning map amendment by the Board on May 22, 2006.

A previous recommendation for the required Board action to approve or deny the proposed C&DD use, and to allow an exception to the 5-acre reclamation unit limit, was consider by the Board at the October 5, 2006 public hearing. Discussion at the hearing was limited by the Board to the borrow pit use, and no public comment regarding C&DD use was considered. However, BCC meeting minutes indicate a 3-2 vote approving only the reclamation unit exception. Subsequent to the Board's actions, and with borrow pits already among the permitted uses within the applicable C-2 zoning district, the Development Review Committee (DRC) conditionally approved a development order and resource extraction permit for the borrow pit use only. Foremost among the approval conditions was the remaining requirement for Board approval of a reclamation use.

On September 28, 2007 the project engineer submitted a new site plan application for a C&DD facility as the reclamation use of the borrow pit. DRC approval of the application is pending the required Board action on the proposed reclamation use and Board confirmation of the requested exception to maximum reclamation unit size.

BUDGETARY IMPACT:

None.

LEGAL CONSIDERATIONS/SIGN-OFF:

The legal advertisement for the public hearing was reviewed and approved by Alison P. Rogers, Deputy County Attorney.

PERSONNEL:

No additional staff is required to process the site plan application.

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

As required by Section 82-226, Escambia County Code of Ordinances, the Board must approve all new C&DD sites at a duly advertised public hearing. As required by Section 42-323, the reclamation plan for a proposed borrow pit shall include a process for reclaiming such land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, unless the terms of the borrow pit site plan development order provide for an exception.

IMPLEMENTATION REQUIREMENTS:

Upon Board approval of the proposed C&DD reclamation use, a revised development order and resource extraction permit for the borrow pit site plan will be issued. The development order and reclamation plan will specify the Board's determination regarding an exception to the reclamation unit size. Future use of the site as a C&DD facility will require permitting through the Escambia

County Solid Waste Management Department and Florida Department of Environmental Protection (FDEP).

COORDINATION WITH OTHER AGENCIES/PERSONS:

The applicant has submitted to FDEP a "Notice of Intent to Mine" for the initial borrow activities. The Planning & Engineering Department will insure proper advertisement.

TLK:gv

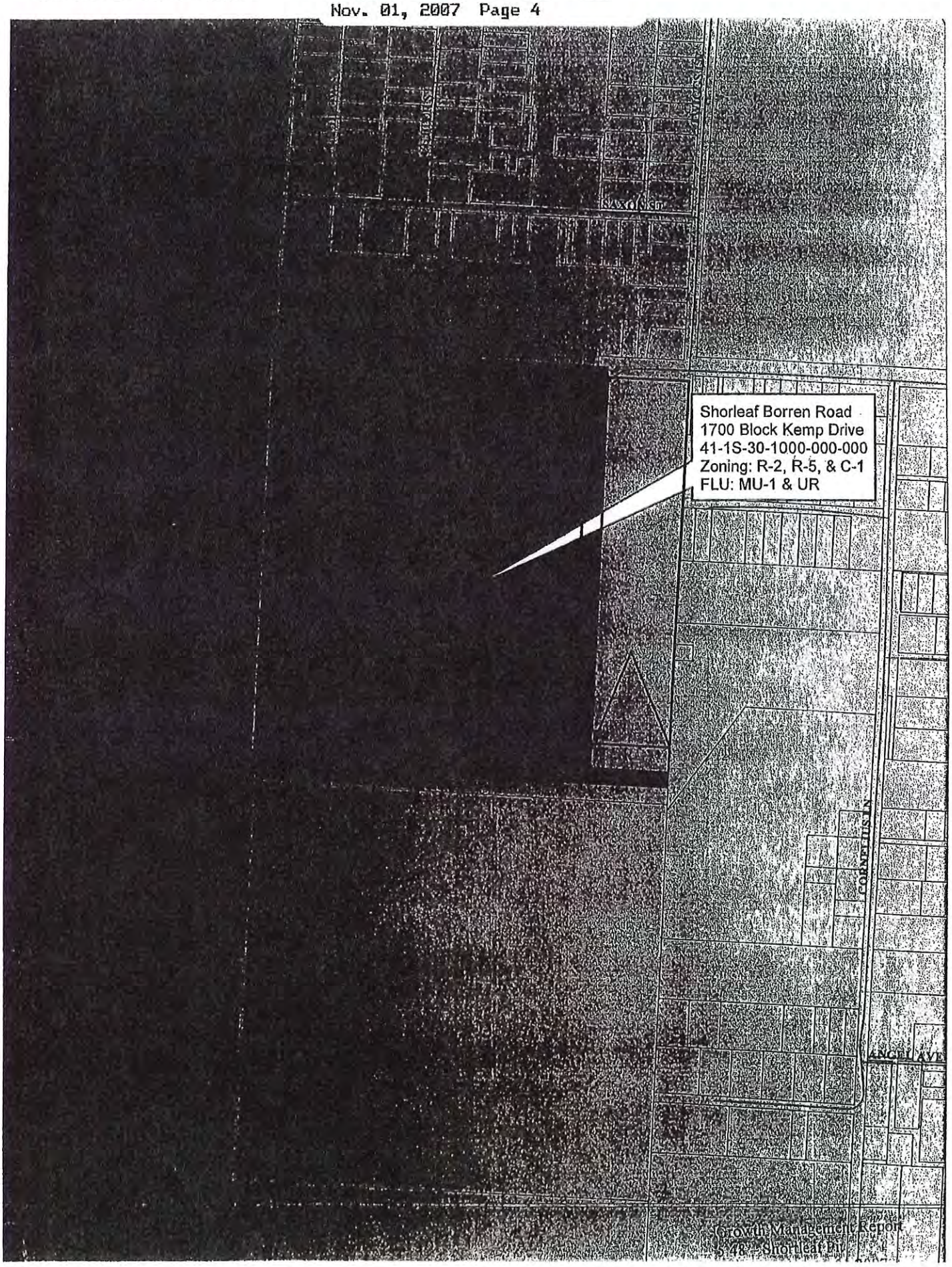
Attachments

c: Janet Lander, County Attorney

CONCUR:
Robert R. McLaughlin, Interim County Administrator

H:\PZ\DRC\Borrow pits and reclamation\Shortleaf Pit\BCC rec 11-01-07.doc

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Plan Reviewer Evaluative Comments

Date: 10/10/2007

SITE PLAN MINOR Plan Reviewer Comments

DRC Meeting Date: 10/10/2007 Application ID: 11283

Project Name: SHORTLEAF C&DD FACILITY

Project Address: 2022 LONGLEAF DR

Application Type: SITE PLAN MINOR

Applicant's Name & Phone: HEATH JENKINS 850-484-6011

HATCH MOTT MACDONALD

Christina Smith Digitally signed by Christina Smith DN: CN = Christina Smith, C = US, OU = Planning and Zoning Reason: Initial Review Date: 2007.10.11 09:34:01 -05'00'

Please Address the Following Comments:

ADDRESSING Reviewer: Shannon Pugh @ 850-595-3034

1 2022 Longleaf Dr - Address Approved

ENGINEERING-ACCESS MANAGEMENT Reviewer: Jason Walters @ 850-595-3422

1 No comment.

ENVIRONMENTAL QUAILTY DIVISION-TREE Reviewer: Jimmie Jarratt @ 850-595-3535

1 No comment.

ENGINEERING-STORM WATER Reviewer: Kathleen Brock @ 595-3411

1 No comment.

ENGINEERING-TRAFFIC CONCURENCY Reviewer: Tommy Brown @ 850-595-3434

1 Project should meet traffic concurrency. No new trips anticipated with this project.

PLANNING AND ZONING Reviewer: Griffin Vickery @ 850-595-3471

1 Because the revised plan will completely replace the previously approved plan, include the depiction of existing conditions shown on sheet C1.0 of the previous plan. Also, indicate the initial borrow pit use in the plan title (e.g. borrow pit with C&DD reclamation).

As was stated in the pre-application comments, the hours of operation noted in the draft reclamation plan do not agree with those noted on the site plan. Given that the hours of operation specified in Code Sec. 82-227(a)(2) and LDC 7.07.01.D.1 do not fully agree, apply the most restrictive.

As was stated in the pre-application comments, include in the reclamation plan or site plan notes the text of the cover and dust suppression requirements in Code Sec.82-227(2)b and f. Also, include the litter control text of Sec. 82-234.

Codification of Ordinace 2006-24 made minor changes to the section references. Use the code reference in item 2 of the reclamation plan. As noted above, that is not the only applicable reference in Chapter 82.

Please remove the request for an exception to the reclamation unit 5-acre limit from the reclamation plan. Place the request text in a separate document. If the BCC does not approve the exception the reclamation plan will need to be modified accordingly.

NEIGHBORHOOD ENVIRONMENTAL SERVICES DEPT. Reviewer: Brent Wipf @ 850-595-0149

1 No Comments.

RESPONSE TO REVIEWER COMMENTS

Shortleaf Borrow Pit and C&DD Reclamation Facility
Escambia County

HMM Project No. 230041

Comments received from the following reviewers:

Shannon Pugh – Addressing

1. 2022 Longleaf Drive – Address Approved

   Response: Comment noted

Jason Walters – Engineering/Access Management

No Comment

Jimmie Jarrat – Environmental Quality Division/Tree

No comment

Kathleen Brock – Engineering/Storm Water

No comment

Tommy Brown – Engineering/Traffic Concurrency

1. Project should meet traffic concurrency. No new trips anticipated with this project

   Response: Comment noted

Griffin Vickery – Planning and Zoning

1. Because the revised plan will completely replace the previously approved plan, include the depiction of existing conditions shown on Sheet C1.0 of the previous plan. Also, indicate the initial borrow pit use in the plan title (e.g. borrow pit with C&DD reclamation).

   Response: The initial borrow pit plan is included as Sheet C1.0 and the reclamation is shown as Sheet C2.0. The plan title has been changed accordingly.

2. As was stated in the pre-application comments, the hours of operation noted in the draft reclamation plan do not agree with those noted on the site plan. Given that the

hours of operation specified in Code Sec. 82-227(2) and LDC 7.07.01.D.1 do not fully agree, apply the most restrictive.

Response: The hours of operation noted in the reclamation are consistent with those shown on the site plan and are the most restrictive of the referenced sections.

3. As was stated in the pre-application comments, include in the reclamation plan or site plan notes the text of the cover and dust suppression requirements in Code Sec. 82-227(2) b and f. Also, include the litter control text of Sec. 82-234.

   Response: The notes are added to the cover sheet of the site plan drawings.

4. Codification of Ordinance 2006-24 made minor changes to the section references. Use the code reference in item 2 of the reclamation plan. As noted above, that is not the only applicable reference in Chapter 82.

   Response: The reclamation plan has been amended to indicate the correct section and the addition of Sec. 82-234.

5. Please remove the request for an exception to the reclamation unit 5-acre limit from the reclamation plan. Place the request text in a separate document. If the BCC does not approve the exception the reclamation plan will need to be modified accordingly.

   Response: The request has been removed from the reclamation plan and submitted separately.

Brent Wipf – Neighborhood Environmental Services Dept.

No Comment

Trilogy Corporation of Northwest Florida, Inc.

Shortleaf Borrow Pit Reclamation Plan

Request for Exception to the reclamation Unit Requirements

The Escambia County Code of Ordinances Article VIII, Sec. 42-323(3) states that *"The reclamation plan shall include a process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, unless the terms of the development order provide for an exception"*. We are asking that the terms of the Development Order provide an exception to this requirement, so that the site may be mined in one unit, which would include the entire site within the buffer and slope requirements. There are several reasons that C&D reclamation could not start as mining is completed in 5-acre increments and each is discussed below:

- A FDEP permit for C&D Facilities is required to begin C&D operations. A FDEP permit requires a site plan for the entire site, which requires the owners to establish where the pit floor will be in relationship to groundwater across the site and where the final storm water retention area(s) will be for the entire site. Some of this engineering cannot be feasibly completed until a substantial portion of the site is mined. It would be extremely difficult to get a separate FDEP permit for each 5-acre section of mined area based on the County's slope requirements alone. C&D operations already require a 100' setback at the FDEP level, which provides an extra 50' of stability for the side walls to satisfy any County concerns until the C&D reclamation can commence.

- The five acres limit to begin C&D reclamation activities is too small of an area on this site to reasonably conduct both operations (C&D and mining) at the same time. To begin reclamation activities for C&D while mining operations are still active at the site would create unnecessary conflicts due to the increased truck traffic for both activities. C&D pits require trained spotters to inspect loads coming in and truck staging on site in addition to heavy compacting equipment and cover operations. This coupled with the requirements of having an area to inspect and record trucks leaving with mined material, will create operational conflicts that could be avoided by separating mining activities and C&D activities and reclaiming the site in one unit.

- To immediately start C&D activities on this site (after the first five acres of area is mined) would also mean that two active C&D facilities (along with borrow pit operations) would be operating in this immediate area (C&D activities are currently ongoing at the Waste Management Longleaf Facility). We feel it would be in everyone's best interest to commence only borrow pit operations at this time, then in 5-6 years commence C&D operations on the Shortleaf site – in which time it is reasonably assumed that the Longleaf C&D facility would be closed.

Trilogy Corporation of Northwest Florida, Inc.

Shortleaf Borrow Pit Reclamation Plan

1. Reclamation activity would involve the filling of the excavated areas with "construction and demolition debris" as defined by 62-701.200 (25) Florida Statutes.

2. Reclamation activity would be in conformance with Florida Statutes 62-701.730, Escambia County ordinance 2006-24 [Section 82-227(2) and Section 82-234], and all other applicable local, federal and state reclamation standards, and would not begin until all permits from FDEP have been obtained.

3. Final grades of reclaimed areas will not exceed previously existing grades at the site, with allowance for closure and capping to prevent stormwater intrusion into the debris pile. At no time shall the operational height exceed the permitted height.

4. Footprint setback shall be a minimum of 100 feet from the property boundary for C&D activities. In order to accomplish this setback, clean fill or vegetative debris may be used to fill from existing excavation limits.

5. Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 8:00 a.m. to 2:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th.

6. Reclamation activity will be accomplished in one unit once mining activities have ceased. This unit would include the entire site within the required buffers as shown on the site plan. The proposed reclamation activity is required as necessary to comply with the FDEP permitting requirements (F.S. 62-701.730), site constraints and traffic safety considerations.

7. The time frame for excavation of the site is estimated to be approximately 5 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to commence C&D activities. Once C&D activities commence, it is estimated that the reclamation activities would take approximately five years to complete. Therefore, based upon approval in 2006, the anticipated date of completion would be December 2017.

8. Financial assurance for closure and reclamation will be provided as required to comply with the FDEP permitting requirements (F.S. 62-701.730) for C&D facilities.

9. Volume reduction may not be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal.

10. Reclamation activities shall commence within one year of cessation of mining operations and shall include re-vegetation as early as practical.

Trilogy Corporation of Northwest Florida, Inc.

Shortleaf Borrow Pit Reclamation Plan

Request for Exception to the reclamation Unit Requirements

The Escambia County Code of Ordinances Article VIII, Sec. 42-323(3) states that *"The reclamation plan shall include a process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, unless the terms of the development order provide for an exception"*. We are asking that the terms of the Development Order provide an exception to this requirement, so that the site may be mined in one unit, which would include the entire site within the buffer and slope requirements. There are several reasons that C&D reclamation could not start as mining is completed in 5-acre increments and each is discussed below:

- A FDEP permit for C&D Facilities is required to begin C&D operations. A FDEP permit requires a site plan for the entire site, which requires the owners to establish where the pit floor will be in relationship to groundwater across the site and where the final storm water retention area(s) will be for the entire site. Some of this engineering cannot be feasibly completed until a substantial portion of the site is mined. It would be extremely difficult to get a separate FDEP permit for each 5-acre section of mined area based on the County's slope requirements alone. C&D operations already require a 100' setback at the FDEP level, which provides an extra 50' of stability for the side walls to satisfy any County concerns until the C&D reclamation can commence.

- The five acres limit to begin C&D reclamation activities is too small of an area on this site to reasonably conduct both operations (C&D and mining) at the same time. To begin reclamation activities for C&D while mining operations are still active at the site would create unnecessary conflicts due to the increased truck traffic for both activities. C&D pits require trained spotters to inspect loads coming in and truck staging on site in addition to heavy compacting equipment and cover operations. This coupled with the requirements of having an area to inspect and record trucks leaving with mined material, will create operational conflicts that could be avoided by separating mining activities and C&D activities and reclaiming the site in one unit.

- To immediately start C&D activities on this site (after the first five acres of area is mined) would also mean that two active C&D facilities (along with borrow pit operations) would be operating in this immediate area (C&D activities are currently ongoing at the Waste Management Longleaf Facility). We feel it would be in everyone's best interest to commence only borrow pit operations at this time, then in 5-6 years commence C&D operations on the Shortleaf site – in which time it is reasonably assumed that the Longleaf C&D facility would be closed.

Trilogy Corporation of Northwest Florida, Inc.

Shortleaf Borrow Pit Reclamation Plan

1. Reclamation activity would involve the filling of the excavated areas with "construction and demolition debris" as defined by 62-701.200 (25) Florida Statutes.

2. Reclamation activity would be in conformance with Florida Statutes 62-701.730, Escambia County ordinance 2006-24 [Section 82-227(2) and Section 82-234], and all other applicable local, federal and state reclamation standards, and would not begin until all permits from FDEP have been obtained.

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6. Reclamation activity will be accomplished in one unit once mining activities have ceased. This unit would include the entire site within the required buffers as shown on the site plan. The proposed reclamation activity is required as necessary to comply with the FDEP permitting requirements (F.S. 62-701.730), site constraints and traffic safety considerations.

7. The time frame for excavation of the site is estimated to be approximately 5 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to commence C&D activities. Once C&D activities commence, it is estimated that the reclamation activities would take approximately five years to complete. Therefore, based upon approval in 2006, the anticipated date of completion would be December 2017.

8. Financial assurance for closure and reclamation will be provided as required to comply with the FDEP permitting requirements (F.S. 62-701.730) for C&D facilities.

9. Volume reduction may not be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal.

10. Reclamation activities shall commence within one year of cessation of mining operations and shall include re-vegetation as early as practical.

Compatibility Evaluation

Shortleaf C&DD Landfill Reclamation Plan
Escambia County

Prepared for:

Shortleaf LLC

July 24, 2017

Kenneth B. Metcalf, AICP
Planning Director
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.



Shortleaf LLC Compatibility Evaluation
Table of Contents

Compatibility Evaluation

1.0 Introduction
2.0 Definitions
3.0 Entitlement History
4.0 Compatibility Findings
5.0 Non-Nuisance Determination
6.0 Conclusion

Attachments

Attachment 1 – Study Area/Existing Land Use
Attachment 2 – Future Land Use Map
Attachment 3 – Zoning District Map

1.0 Introduction

Shortleaf, LLC (**"Applicant"**) filed an application in July 2017 to request a variance related to the minimum acreage and property line setback for the Shortleaf Construction and Demolition Debris Landfill (**"Shortleaf C&DD"**) on property comprised of two parcels referenced as: Property Reference No. 24-1S-30-1600-000-001 (29.63 acres) located at 2022 Longleaf Drive and Property Reference No. 41-1S-30-1000-000-000 (9.38 acres) located at 6841 Kemp Road, Escambia County, Florida (**"Subject Property"**). Section 82-226(1) of the Escambia County Land Development Code (**"Code"**) requires a minimum property acreage of 100 acres for a C&DD landfill and a 500 foot setback from property lines to the active disposal areas within the landfill. The variance application seeks approval to reduce the minimum property acreage to 39 acres and the minimum setback to active disposal areas to 100 feet.

Section 82-236(b) of the Code provides that variances to the requirements of Chapter 82 of the Code may be granted by the Board of County Commissioners if:

> [T]he Board, based upon competent, substantial evidence determines that granting such variance(s) will not result in the maintenance or creation of a nuisance condition or give rise to the creation of a condition incompatible with existing or allowable adjacent uses.

This report provides competent substantial evidence to support a finding that the granting of the requested variances and the operation of the Shortleaf C&DD landfill will not result in the creation of a nuisance or condition incompatible with existing or allowable adjacent uses.

2.0 Applicable Definitions

Chapter 3 of the Escambia County Comprehensive Plan ("Comprehensive Plan") defines "incompatible development" as:

> [N]ew development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design.

In applying this definition, it is important to understand the scope of activities allowed at a C&DD landfill. The following definitions collectively define the primary activities at a C&DD landfill:

Section 82-225(k) defines "construction and demolition debris (C&DD) facility" as:

> [A]ny site, location, tract of land, installation, or building used for the disposal, transfer or processing of construction and demolition debris.

Section 82-225(j) defines "construction and demolition debris" as:

> Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the constriction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remove from the construction of demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; except as provided in Section 403.707(9)(j), Fla. Stat., yard trash, and unpainted, non-treated wood scraps from sources other than construction or demolition projects, scrap from manufacturing facilities that is the type of materially generally used in constructions projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction and demolition debris project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimus amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with the best management practices of construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

Section 82-225(r) defines "disposal" as:

> [T]he discharge, deposit, injection, dumping, spilling, leaking, or placing of any construction and demolition debris...into or upon any land or (sic) so that construction and demolition debris ...or any constituent thereof may not enter other lands or be emitted into the air or discharged into any waters, including groundwaters, other otherwise enter the environment.

Section 82-225(ll) defines "processing" as:

> [A]ny technique designed to change the physical, chemical or biological character or composition of construction and demolition debris...so as to render it amenable to recovery, storage, or recycling; or reduced in volume or concentration.

As further discussed in Section 3.0, the Shortleaf C&DD landfill will involve disposal of construction and demolition debris. As it will function as the final disposal site, it will not include a transfer facility. Processing is limited to picking out recyclables prior to depositing the debris in the C&DD landfill.

3.0 Entitlement History

The following summary highlights the entitlements for the Shortleaf C&DD landfill starting in 2007:

November 1, 2007/BCC Approval. BCC granted approval of the C&DD use for Phase 1 and an exception to the reclamation unit limit of five acres to allow reclamation over the entire 29.63 acres in Phase 1.

November 11, 2007/Phase 1 Development Order (Development Review No. 07081472). The Escambia County Development Review Committee issued a Site Plan Development Order and Resource Extraction Permit with Concurrency Certificate on November 11, 2007 ("2007 DO"). The 2007 DO was issued pursuant to code amendments adopted in 2005, which required that borrow pit operators obtain a revised Development Order to incorporate a reclamation plan for Phase 1 (29.63 acres). The 2007 DO states in part:

> This project is a revised design of a previously approved site plan (DRC 06081512) for the purpose of including a required BCC-approved reclamation use for the site. This County approval voids the Development Order for Shortleaf Borrow Pit approved 10-18-06 without a reclamation use, and fully replaces the 2-sheet site development plan, its drawings, specifications, and requirements.

The 2007 DO also references the Board of County Commission approval granted on November 1, 2007 for the C&DD use and an exception to the reclamation unit limit of five acres. General Condition No. 2 of the 2007 DO authorizes "site development to commence as described on the approved site plan and under the approval conditions listed herein..." Special Condition No. 4 requires states:

> Commencement of reclamation shall begin within one year of completion of excavation...

June 4, 2014/ Amended DO for Phase 1 and Phase 2 (Development Review No. PSP140500046). The Escambia County Development Review Committee issued a Site Plan Development Order and Resource Extraction Permit with Concurrency Certificate on June 4, 2014 ("2014 DO"). Further development of a 29.63-acre site as a borrow pit to include an additional 9.38-acres (sic) with subsequent reclamation through construction and demolition debris (C&DD).

Special Condition No. 2 states:

> Prior to issuance of any permit for C&DD or LCD activities, the Board of County Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-sire activities shall be permitted prior to BCC approval. If BCC

approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.

Special Condition No. 10 requires commencement of reclamation within one year of completion of excavation. Exhibit A to the 2014 DO is the Reclamation Plan and specifies additional conditions, including the following conditions that are significant as related to compatibility:

> Condition No. 3. Final grades of reclaimed area will not exceed previously existing grades at the site, with allowance for closure and capping to prevent strormwater intrusion into the debris pile. At no time shall the operational height exceed the permitted height.
>
> Condition No. 4. Footprint setback shall be a minimum of 100 feet from the property boundary for C&DD activities. In order to accomplish this setback, clean fill or vegetative debris may be used to fill from existing excavation limits.
>
> Condition No. 5. Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 8:00 a.m. to 2:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th.
>
> Condition No. 6. Reclamation activity will be accomplished in one unit once mining activities have ceased. This unit would include the entire site (Phases I and II) within the required buffers as shown on the site plan. The proposed reclamation activity is required as necessary to comply with the FDEP permitting requirements (F.S. 62-701.730 *sic*) site constraints and traffic safety considerations.
>
> Condition No. 9 limits processing to allow volume reduction only by removal of recyclables from the waste stream prior to disposal.

July 13, 2015/Operational Permit

Condition 1 states:

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

The entitlement history set forth above is consistent with the chronology set forth in the August 7, 2015 memorandum from Horace L. Jones, Development Director, to Jack R. Brown, County Administrator.

4.0 Compatibility Findings

The proposed variances are consistent with the 2014 DO, which authorized the C&DD landfill use on the Subject Property and with the 100-foot setback as set forth in Condition No. 4 of the Reclamation Plan (Exhibit A to the 2014 DO). Pursuant to s. 82-236(b), this analysis evaluates whether granting the variance to the minimum acreage requirement and to the setback would create a nuisance or incompatible condition. Pursuant to the definition of "incompatible development," the analysis must evaluate whether the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations." The requested variance to reduce the minimum acreage from 100 acres to 39 acres does not affect the proximity of the proposed use to other uses. As such, the minimum acreage variance has no effect on proximity. The following analysis focuses on the variance to the minimum setback requirement from 500 feet to 100 feet to the property line of the Subject Property.

4.1 Compatibility Factors

The Comprehensive Plan does not specify the factors that should be considered in evaluating how the reduction in the setback would affect the usefulness of nearby uses. However, standard professional planning practice dictates that the following factors should be considered: views/visual impacts, lighting/glare, noise, vibrations, dust, odors and any other factors unique to the uses in question. The analysis of these factors must be evaluated in terms of the degree to which these factors would increase with reduced distance and whether that increase would diminish the usefulness of the use in question.

4.1.2 Compatibility Study Area

The compatibility evaluation must appropriately define the study area. While the Comprehensive Plan does not specify a distance, it is reasonable to consider the study area in relation to the standard for the review, which is whether the difference between a 500 foot setback and a 100 foot setback would diminish the usefulness of other uses based on their relative proximity. The 500 foot setback is inherently deemed compatible with adjacent uses, as the 500 foot setback is allowed as of right by the Comprehensive Plan and Code. Thus, the study area would not extend beyond 400' from the property line. Any uses beyond 400' from the property line would be considered compatible by default, as those uses are setback a minimum of 500' from the operations. Attachment 1 presents the 400' Study Area and existing land uses within the Study Area.

4.1.3 Existing Land Use

The existing land uses within the Study Area include:

North – Residential
East – Vacant land (owned by the Applicant)/Residential
Southeast – Utility (Electric Substation)
West – Borrow Pit

South – Longleaf C&DD (closed)
Southwest – Single family unit and church.

The borrow pit and Longleaf C&DD are existing industrial uses. As shown by Attachments 2 and 3, these sites are designated with the Industrial future land use category and the Heavy Commercial/Light Industrial zoning district. These uses are similar in nature to the Shortleaf C&DD landfill. The utility site is visited occasionally for maintenance. The proposed variance to the setback would not be detrimental to these existing operations. As such, the proposed variance is not incompatible with these uses. In addition, the same findings set forth below in regard to potential off-site impacts would apply in regard to these sites as well.

4.1.4 Residential Compatibility

The following analysis evaluates the residential uses to the south, east and southwest of the site in relation to the reduced setback based on the compatibility factors listed above.

A. Views/Visual Perception

The reduced variance will not affect the view or visual perception of the residences. The existing borrow pit use can excavate to within 25 feet of the property lines. The proposed 100 foot setback for the C&DD operations will increase the setback as compared to the existing use. Special Condition #3 also limits the debris to existing grade, except for allowance to maintain a cap and stormwater control. It is also noted that significant tree buffers occur to the north, east and southwest of the operational area, which provide an effective visual screen for the residential properties. The reduction in the setback will not result in increased visual impacts for residents.

B. Lighting/Glare

Lighting may be provided for security purposes, but will be required to comply with Section 5-9.2(e) which prohibits lighting that would result in a glare exceeding one-half foot candles from reaching residential properties.

C. Noise/Vibrations

Noise and vibration impacts will be less with the C&DD landfill operations as compared to the borrow pit. Minor, temporary truck noise can be expected that will be comparable to the borrow pit operations, but would be well below the County's 60 decibel standard for manufacturing as set forth in Section 5-9.2(a)(2). No vibrations would be expected to reach the residents from the C&DD activities.

D. Odors/Hydrogen Sulfide Impact

C&DD landfills generate hydrogen sulfide emissions. This is known to occur as a result of gypsum wallboard (i.e., drywall or sheetrock) decomposing within the debris that is placed in the C&DD landfill when two conditions exist: a low oxygen or anaerobic condition and when

moisture is present. At sufficient concentrations, hydrogen sulfide produces an odor similar to rotten eggs. At higher concentrations, hydrogen sulfide can cause health problems, depending on a variety of factors, including the level of concentration, duration of exposure, and characteristics of the population.

The Rolling Hills C&DD landfill has created local controversy regarding hydrogen sulfide emissions as a result of neighborhood residents' complaints regarding odors and concerns whether hydrogen sulfide emissions have caused health problems, such as headaches, dizziness, respiratory problems and even more serious health problems, such as cancer. In response to these concerns, the Florida Department of Health, Division of Disease Control and Health Protection, conducted an evaluation and prepared a report, titled *Health Consultation, Rolling Hills Landfill Site,* dated June 2, 2015 ("DOH Report"). The DOH Report cites hydrogen sulfide emissions recorded at several monitoring stations installed in the vicinity of the Rolling Hills Landfill. The highest recorded emission was 590 ppb. The DOH report finds that elevated levels of hydrogen sulfide occurred as a result of torrential rain in April 2014, which resulted in the Rolling Hills C&DD landfill accepting large amounts of flood-related drywall, which was not properly covered.

The DOH Report concludes that residents in the Wedgewood community have frequently been able to smell the rotten egg odor from the Rolling Hills landfill. The DOH report also concludes that it is unclear whether the elevated levels of hydrogen sulfide caused eye irritation, respiratory problems or weakness/fatigue, and that the highest levels did not likely cause other community health concerns. The Florida Department of Environmental Protection ("FDEP") revoked the operating permit for Rolling Hills C&DD in 2015 due to numerous findings of non-compliance, which contributed to odor and dust.

It is important to recognize that the Rolling Hills C&DD was not operated in accordance with the standards that will apply to the Shortleaf C&DD landfill. This is well documented by the FDEP Final Order, which revoked the operating permit. In addition, the DOH Report cites that the Rolling Hills C&DD was not properly covered and that hydrogen sulfide concentration levels decreased after the landfill operators properly covered the debris. Another contributing factor cited by the DOH Report is that Rolling Hills is an elevated landfill, and hydrogen sulfide is heavier than air, causing it to sink to lower elevations. Shortleaf will not be an elevated facility.

OSHA health standards set 20,000 Parts Per Billion ("ppb") as the threshold for health concerns. The DOH Report cites that the Agency for Toxic Substances and Disease Registry (ATSDR) has determined that the Minimum Risk Level threshold is 70 ppb for up to 14 days, which ATSDR determined to be "protective of health." Similarly, ATSDR established 20 ppb as protective of health for up to one year. The National Health Council ("NHC")[1] defines Acute Exposure Guideline Levels (AEGL). AEGL-1 is the airborne concentration above which the general

[1] National Research Council (US) Committee on Acute Exposure Guideline Levels. Acute Exposure Guideline Levels for Selected Airborne Chemicals: Volume 9. Washington (DC): National Academies Press (US); 2010. 4, Hydrogen Sulfide Acute Exposure Guideline Levels. Available from: https://www.ncbi.nlm.nih.gov/books/NBK208170/

population could experience noticeable temporary discomfort or irritation that is reversible and ceases once the exposure ends. This is similar to ATSDR's Minimum Risk Level threshold. NHC defines AEGL-2 as the airborne concentration above which the general public could experience irreversible or other serious, long-lasting adverse health effects. NHC considers AEGL-2 as disabling. NHC sets AEGL-1 and AEGL-2 values as:

Class	10 minutes	30 minutes	1 hour	4 hours	8 hours
AEGL-1	750 ppb	600 ppb	510 ppb	360 ppb	330 ppb
AEGL-2	41,000 ppb	32,000 ppb	27,000 ppb	20,000 ppb	17,000 ppb

A properly operating C&DD landfill will not result in AEGL-1 levels. It is important to emphasize that exposure above AEGL-1 means that some temporary discomfort or irritation may occur, but is not a health risk. Serious health risk occurs at exposure levels associated with industrial accidents whereby workers are exposed to 10,000 ppb or greater according to the NHC.

The level at which people can identify an odor varies depending on the sensitivity of the person. The National Health Council ("NHC") reports that the odor threshold for hydrogen sulfide ranges from 8 ppb to 130 ppb, which is the level that persons identify the distinct odor. The NHC has defined the Level of Distinct Odor Awareness as 10 ppb for hydrogen sulfide. The Shortleaf C&DD landfill properly operated would be expected to maintain hydrogen sulfide emissions below this level. If an odor is detected, state law requires immediate corrective action to eliminate the odor, which is typically done by covering the debris with additional dirt. This requirement is intended to maintain exposure levels well below AEGL-1 levels. The variance from 500 feet to 100 feet should not result in sustained exposure above 10 ppb, provided that the facility is properly operated. The Applicant is committed to properly operating the facility in accordance with local and state laws. which will ensure that the Shortleaf C&DD landfill does not create an incompatible condition.

Rule 62-701.730(7)(d), Florida Administrative Code ("F.A.C"), requires a trained facilitate at all times that the facility is operating and include a sufficient number of spotters to inspect the debris prior to disposal. In addition, Rule 62-701.730(7)(e), F.A.C., requires that the facility comply with the requirements of Rules 62-296.320(2) and 62-701.530(3)(b), F.A.C., which prohibit objectionable odors and require an odor remediation plan if such odors are detected. C&DD operators are required to cover the landfill with layers of dirt periodically to suppress odors. If a facility emits odors that are detectable, FDEP can require additional measures to eliminate the odor and, if necessary, revoke the operating permit. Such additional measures can include more frequent cover, use of misters and use of odor control enzymes. These strategies have proven to be effective. C&DD landfills are not inherently incompatible with residential neighborhoods, but must be managed properly to prevent incompatible conditions.

Based on these findings, the variance to reduce the setback will not diminish the usefulness of residential neighborhoods within the Study Area as related to potential odors.

E. Fires/Smoke/Dust

C&DD landfills are potentially combustible if not properly operated due to the heat generated from the decay of organic materials, such as trees and brush. The Rolling Hills landfill experienced a fire early this year, resulting in the Florida Department of Environmental Protection issuing a Notice of Violation on February 22, 2017, citing that the facility had an ongoing fire and that property emergency response actions were not implemented. This violation also resulted in DOH issuing a health advisory due to concern regarding particulate matter in the smoke that can cause eye irritation and respiratory problems. Like the odor violations, this violation occurred as a result of failure to follow required permit conditions. Fires and resulting smoke and particulate matter can be avoided by properly operating the facility in accordance with permit conditions, local regulations and FDEP rule requirements, which require periodic dirt cover to create a low oxygen environment. Operators are also required to maintain emergency equipment on site. If a fire starts, operators are required to take immediate action to put out the fire.

Dust can be minimized by properly operating the facility, which generally involves lightly spraying the debris immediately following deposition and maintaining roads to minimize dust from trucks. Escambia County issued a Notice of Violation and entered a final order on March 13, 2015, which determined that the Rolling Hills facility did not follow required procedures to minimize dust. According to the final order, the dust problem was resolved following the issuance of the Notice of Violation. Again, C&DD landfills are not inherently incompatible with residential neighborhoods, but must be managed properly to prevent incompatible conditions.

Proper operation will ensure that the Shortleaf C&DD will not create an incompatible condition. The Applicant is committed to properly operating the Shortleaf C&DD landfill to avoid fires, smoke and dust. Based on these findings, the variance to reduce the setback will not diminish the usefulness of residential neighborhoods within the Study Area.

F. Groundwater Protection

The Shortleaf C&DD is required pursuant to Rule 62-701.730(6) to utilize a liner system and leachate removal and collection system to ensure that leachate does not affect groundwater. The residents within the Study Area are served by centralized potable water and do not utilize private wells. The variance to reduce the setback will not diminish the usefulness of residential neighborhoods within the Study Area as related to groundwater conditions.

5.0 Non-nuisance Determination

Section 82-236(b) of the Code also requires a determination that the variance will not result in the creation of a nuisance. Section 5-9.2(g) prohibits certain activities deemed to be nuisances, including:

> The existing of any building or structure or real property, or premises on which a structure in located, which is unsafe and a menace to the health, safety or general

welfare of the residents of Escambia County, or which is deteriorated or dilapidated.

Based on the findings above, the granting of the variance will not create an unsafe condition and will not create a menace to the health, safety or general welfare of residents. As previously evaluated, the Shortleaf C&DD landfill will be properly operated in accordance with Escambia County and FDEP regulations, which will ensure that a nuisance condition does not occur.

6.0 Conclusion

This Compatibility Evaluation has been conducted in accordance with the Escambia County Comprehensive Plan and Code, and in accordance with standard professional planning practice. The proposed variances will not create incompatible conditions or create a nuisance.

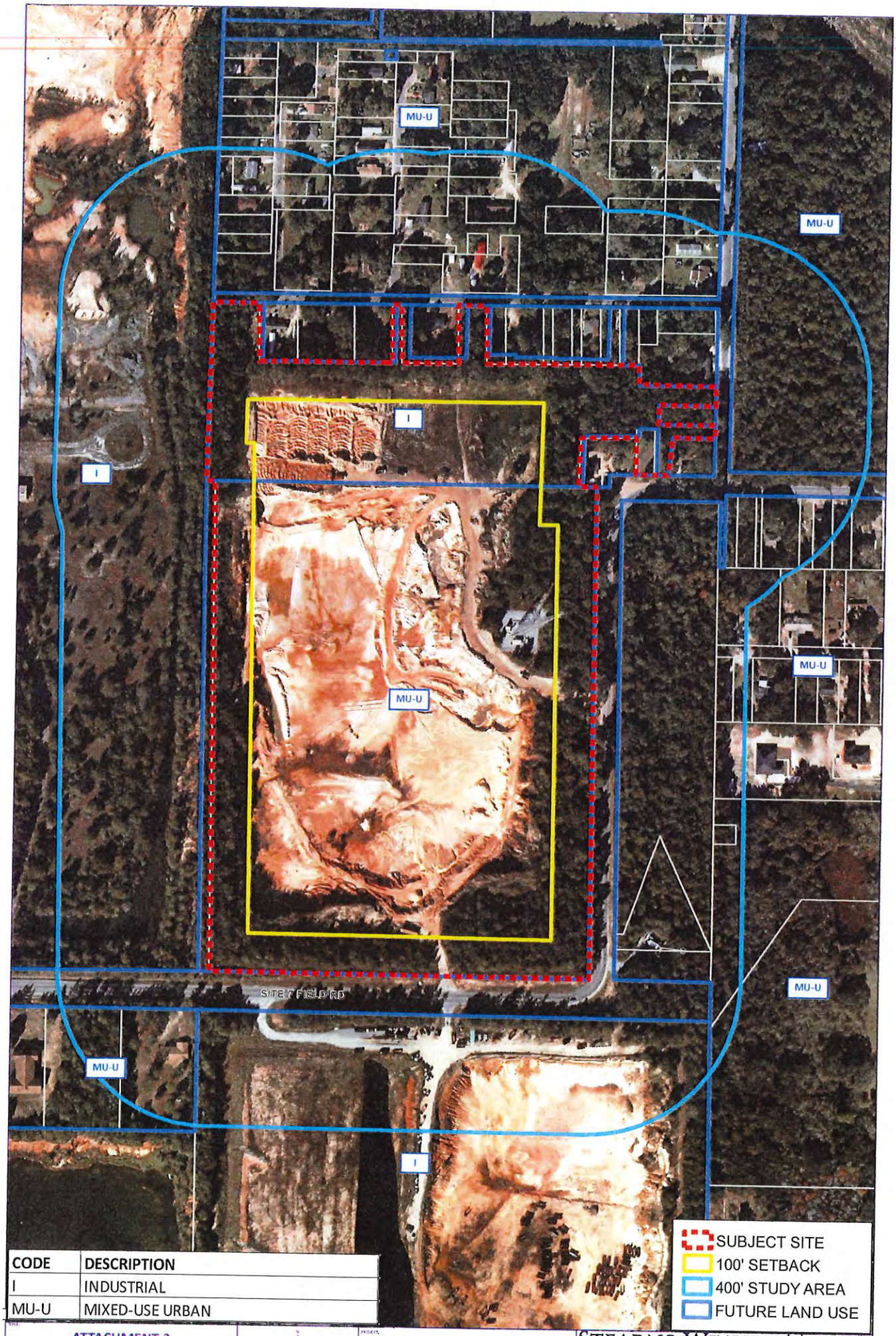


ATTACHMENT 1
400' STUDY AREA &
EXISTING LAND USE

SHORTLEAF LLC
Escambia County, Florida

STEARNS WEAVER MILLER

MAP DATE: Jul-13-2017 BY: CP Smith



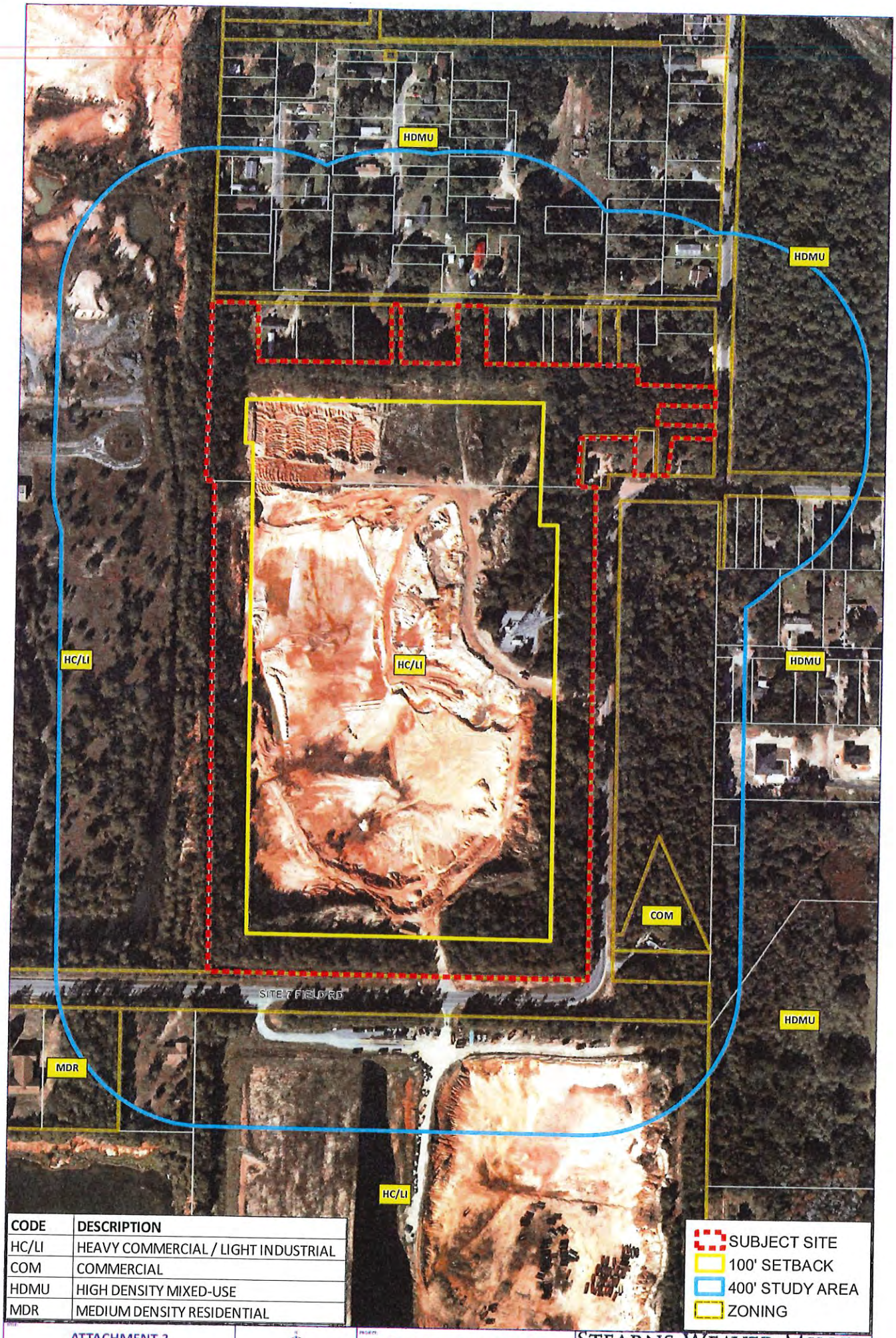
CODE	DESCRIPTION
I	INDUSTRIAL
MU-U	MIXED-USE URBAN

ATTACHMENT 2
FUTURE LAND USE MAP

SHORTLEAF LLC
Escambia County, Florida

STEARNS WEAVER MILLER

MAP DATE: Jul-13-2017 BY: CP Smith



CODE	DESCRIPTION
HC/LI	HEAVY COMMERCIAL / LIGHT INDUSTRIAL
COM	COMMERCIAL
HDMU	HIGH DENSITY MIXED-USE
MDR	MEDIUM DENSITY RESIDENTIAL

SUBJECT SITE
100' SETBACK
400' STUDY AREA
ZONING

ATTACHMENT 3
ZONING

SHORTLEAF LLC
Escambia County, Florida

STEARNS WEAVER MILLER

MAP DATE: Jul-13-2017 BY: CP Smith

Staff Exhibit A

MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Horace L. Jones, Department Director, Development Services Department

DATE: August 7, 2015 (updated on December 7th 2017)

RE: **History of Shortleaf Borrow Pit Phases I & II**

Location: 2022 Longleaf Drive & 6481 Kemp Road (Phase II)
Zoning: C-2, General Commercial and Light Manufacturing
FLU: MU-U, Mixed–Use Urban

Shortleaf Borrow Pit Phase I

- On April 20, 2006, the Board of County Commissioners (BCC) approved a Large Scale Amendment from UR (Urban Residential) to MU-1 (Mixed-Use 1), and on July 20, 2006, a Rezoning Case (Z-2006-40) from R-2 (Single-Family District [cumulative] Low-Medium Density [7 dwelling units per acre]) to C-2 (General Commercial and Light Manufacturing District [cumulative] [25 dwelling units per acre]) was approved by the BCC.

- On August 16, 2006, a site plan application was submitted to the County for development of a borrow pit for approximately 29.63 acres(+/-) on Longleaf Drive at Kemp Road.

- On October 5, 2006, the BCC approved *"the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations."*

Please note the minutes only reflect the proposed exception approval. At this meeting, the BCC did not address or take action on the use of the site for reclamation activities as requested in the recommendation from the Planning & Zoning Department. A subsequent meeting was required. Please see below.

- On November 1, 2007, the BCC approved the construction and demolition debris facility reclamation use of the proposed Shortleaf Borrow Pit on Longleaf Drive. Future use of the site as a C&DD facility will require permitting through the Escambia County Solid Waste Management Department, and Florida Department of Environmental Protection (FDEP) will be required as stated in the recommendation filed with the Clerk of the Circuit Court.

Please also note the record reflects the approval of the C&DD use and the exception to the reclamation unit limit of five acres.

- On November 7, 2007, a Site Plan Development Order and Resource Extraction Permit were approved by the Development Review Committee of Escambia County.

- On January 20, 2011, BCC adopted the 2030 Comprehensive Plan, which included the Revised 2030 Future Land Use Map that changed the MU-1 designation to MU-Urban which included 29.63 (+/-) and the 9.38 (+/-).

Our records indicate that Shortleaf Phase I has continued its operations as a Borrow Pit based upon the prior authorizations and approvals of Escambia County as cited above.

Shortleaf Phase Borrow Pit Phase II (6481 Kemp RD)

- On April 29, 2014, BCC approved a Small Scale Amendment (Ord. 2014-17) from MU-U to I and a Rezoning Case Z-2014-05, from R-5 (Urban Residential/Limited Office District [cumulative] High Density [20 dwelling units per acre]) to C-2 (General Commercial and Light Manufacturing District [cumulative] [25 dwelling units per acre]) approximately 9.38 (+/-).

- On May 9, 2014, the applicant submitted a site plan for the 9.38 (+/-) parcel for a soil borrow pit for extraction of the earth resources. Staff began its review of the site plan for compliance with the minimum requirements of the Land Development Code and the 2030 Comprehensive Plan.

- On June 6, 2014, a Development Order/Resource Extraction Permit was issued pending review and approval from the BCC.

- On July 10, 2014, a Public Hearing is tentatively scheduled to address the following items specified below:

  - For the exception to the reclamation unit limit of five acres per Article VIII, Section 42-323(3) of the Escambia County Code of Ordinances which states, "the reclamation plan shall include a process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, unless terms of the Development Order provide an exception." If the exception is granted, they would be able to mine in one unit that would include the entire site (Phase I & II) within the buffer and slope requirements.

  - To review, and either approve, modify or deny the proposed construction and demolition debris (C&DD) facility reclamation use of the proposed Shortleaf Borrow Pit. This is for the approval of the site for reclamation activities as required per Chapter 82 of the Escambia Code of Ordinances for C &DD not the issuance of permit to begin reclamation activities.

    - **On February 19, 2015, BCC approved Ordinance 2015-5 amending Chapter 42, Article VIII, Borrow and Reclamation Section 42-322 Through 42-325 amending Definitions, Regulations And Permitting Requirements for Borrow Pits, Mining, Resource Extraction and Reclamation Activities of Escambia County Code of Ordinances (1999)**

    - **On February 19, 2015, BCC approved Ordinance 2015-8 amending the Land Development Code of Escambia County amending use regulations regarding Borrow Pits and Reclamation Activities in Various Zoning Districts……**

    - On July 7, 2015, BCC approved for the issuance of the Operational Permit Resource Extraction for Shortleaf Borrow Pit. The permit was sent and issued on July 14th 2015 by the Development Services Department.

      On August 13, 2015, the BCC approved an ordinance amending Chapter 82, Article V, Landfills and other Disposal Facilities, Division 3, Section 82-225 Through 82-240…….

- **On March 3, 2017, a request for pre-application for a proposed C&DD facility as reclamation was made to Development Services Department.**

- **On April 12th 2017, a letter was sent to EOR confirming the pre-application conference for April 12th 2007.**

This document is to provide an historical overview only as provided. This does not imply any future development rights or grant and/or approved any future land use activity or operation for the parcel(s) in questions.

Furthermore, any future reclamation activity (C&DD/LDC) commencing on site shall require a permit from Escambia County Solid Waste Department, and the applicable permits from State or Federal Agencies. *Please note that the information obtained in this memo is applicable to Shortleaf Phase 1 & II.* ***There could be additional information that is relevant or pertinent to the project at hand that is not mentioned or specified above.*** **Thus, please re-confirmed for accuracy any date granting approval and/or any action taken by Escambia Board of County of Commissioners by reviewing the Officials of records of Escambia County.**

cc: Alison Rodgers, County Attorney
Meredith Crawford, Assistant County Attorney.
Pat Johnson, Solid Waste Management Department Director
Chips Kirschenfield, Natural Resources Management Department, Director


24-1S-30-1600-000-001
ECPA +/- 9.38 ACRES
NO SITE ADDRESS
41-1S-30-1000-000-000
ECPA +/- 29.63 ACRES
LONGLEAF DR
LUDLOW
CUTTER
SAXON
TWIGGS
KEMP
WYMART
BAYOU MARCUS
LONGLEAF
FOUNTAIN
CORNELIUS
FIELDS
G HILLS
JOHNSON
SHORTLEAF BORROW PIT
EXHIBIT A.1
14 DECEMBER 2017
Feet
230 115 0 230 460
Legend
SHORTLEAF NORTH PARCEL
SHORTLEAF SOUTH PARCEL
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered
User: jolemos
Date: 12/8/2017

SHORTLEAF BORROW PIT HISTORICAL DEVELOPMENT AND FLU-EXHIBIT B

WYMART

LUDLOW

CUTTER

SAXON

TWIGGS

HA[illegible]N

ROLLING HILLS

MU-S

PHASE II
24-1S-30-1600-000-001
+/- 9.38 ACRES

SSA 2014-01 FLU INDUSTRIAL
ADOPTED BCC 4-29-14

PREVIOUS ZONING:C-2
FLU: MU-U

RECLAMATION PLAN
APPROVED BY BCC 11-01-07

CURRENT FLU: I
DECEMBER 2017

I

PHASE II

BORROW PIT PROPOSED OPERATIONS

APPLICANT SITE PLAN SUBMITTED 5-9-14

DEVELOPMENT ORDER ISSUED 6-4-14

BCC PUBLIC HEARING 7-10-14

KEMP

BAYOU MARCUS

PHASE I
41-1S-30-1000-000-000
26.93 ACRES

PREVIOUS ZONING:C-2
FLU: MU-U

RECLAMATION PLAN
APPROVED BY BCC 11-01-07

CURRENT FLU: MU-U
DECEMBER 2017

FOUNTAIN

+/- 6.64 ACRES
RECORDS INDICATE
NO ACTIVITY ON-SITE

MU-U

CORNELIUS

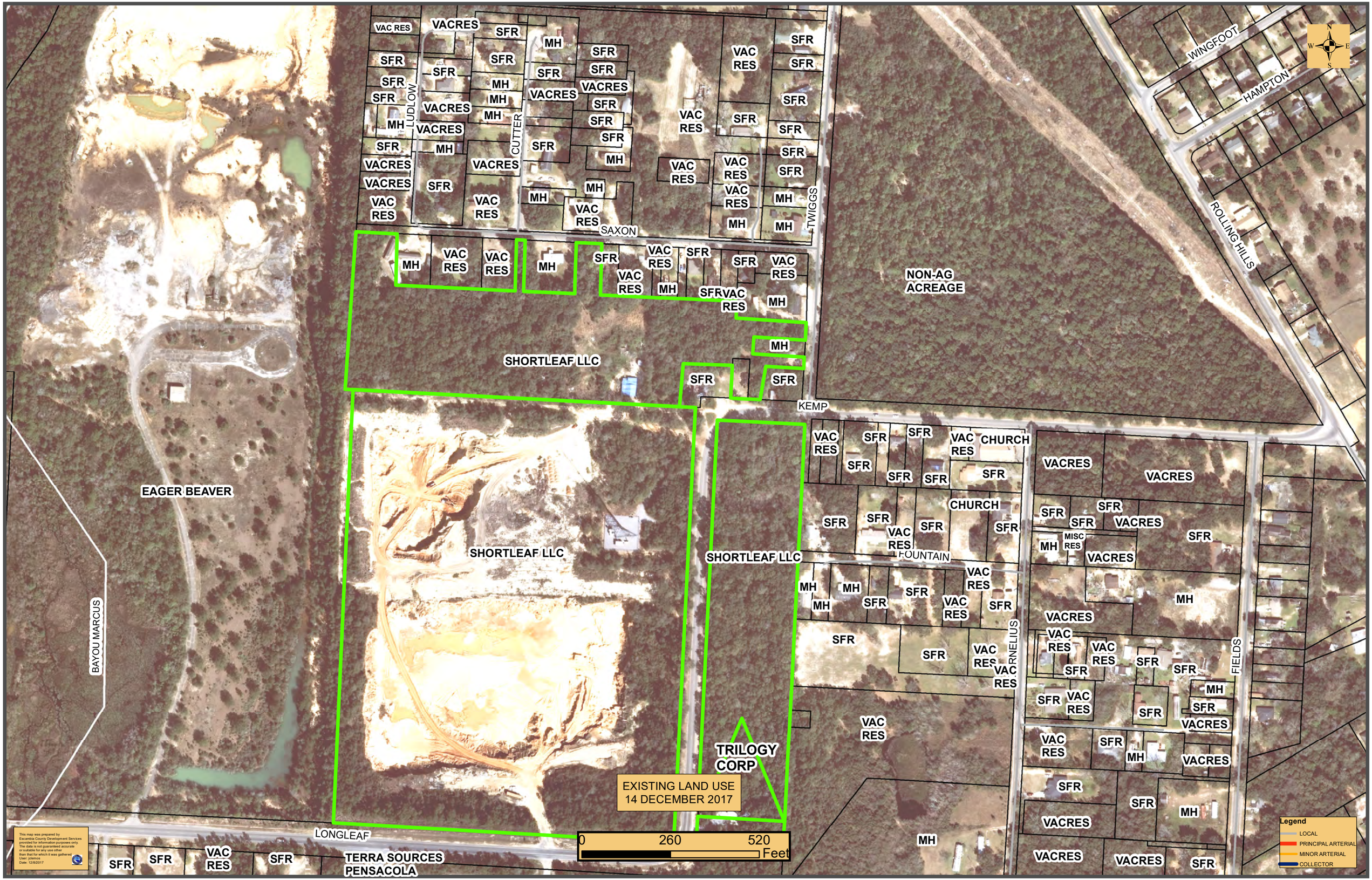
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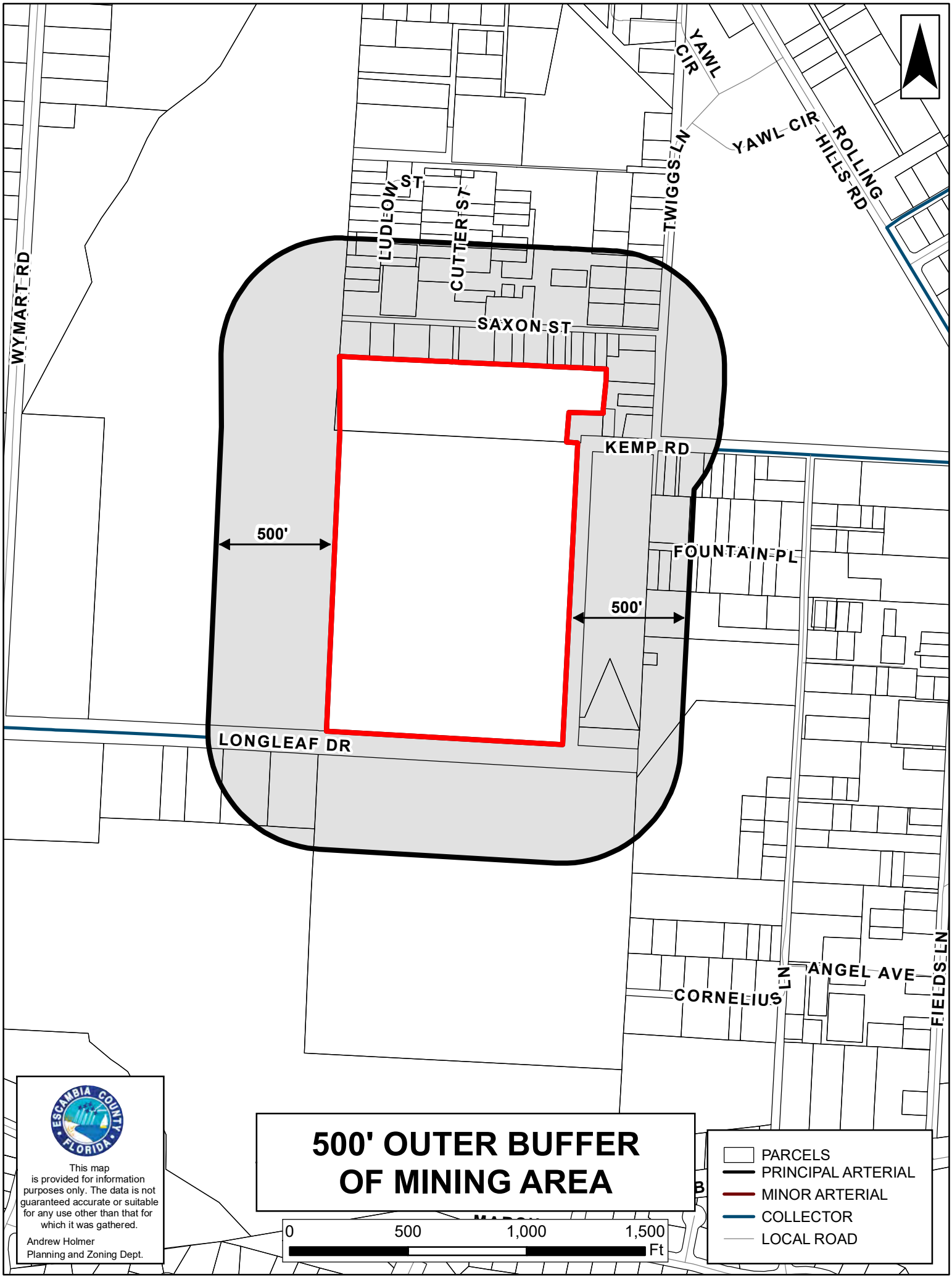
LONGLEAF

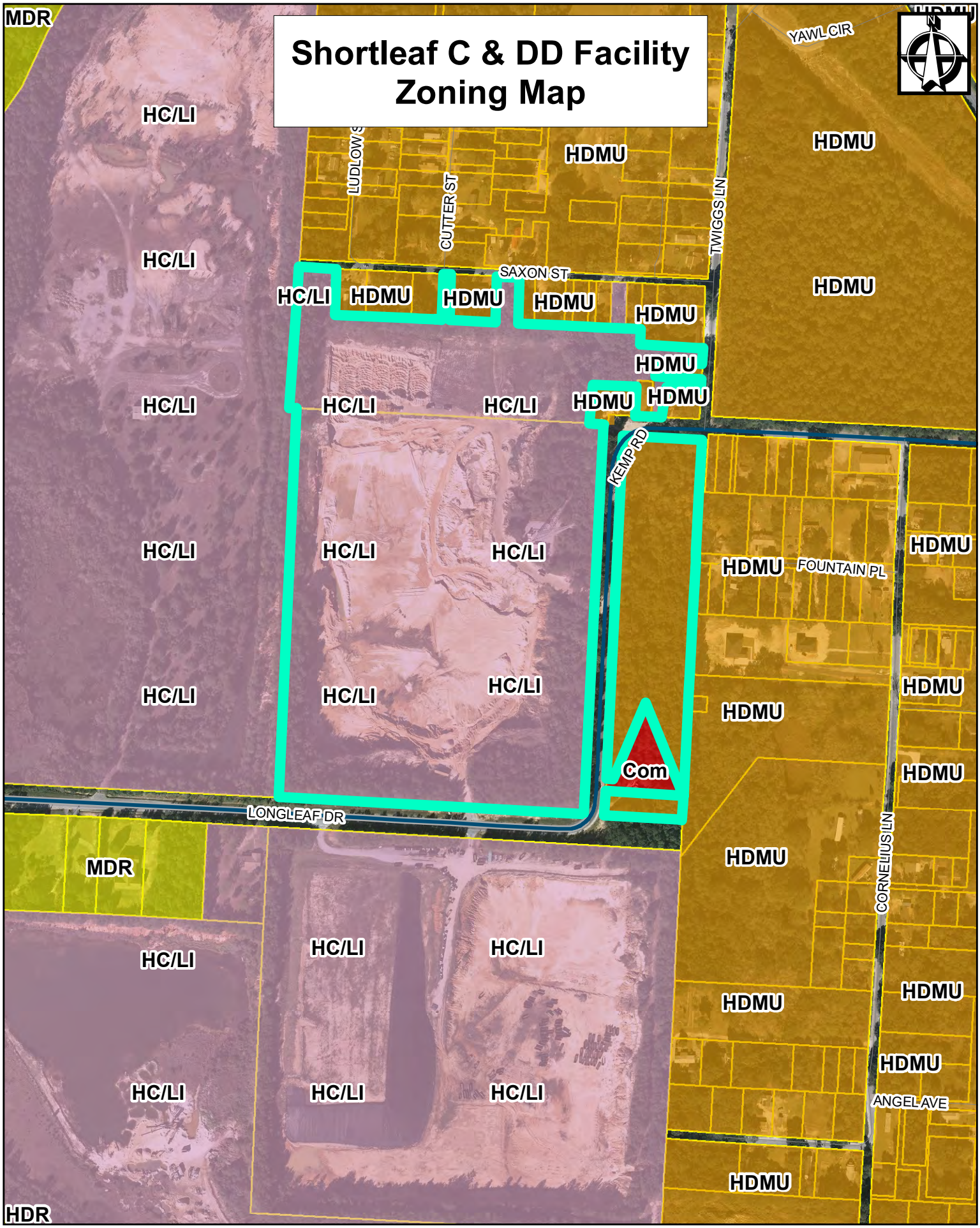
Feet
230 115 0 230 460

Legend
- LOCAL
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
User: jolemos
Date: 12/8/2017


VAC RES
VACRES
SFR
MH
LUDLOW
CUTTER
TWIGGS
SAXON
NON-AG ACREAGE
WINGFOOT
HAMPTON
ROLLING HILLS
SHORTLEAF LLC
KEMP
CHURCH
MISC RES
FOUNTAIN
ARNELIUS
FIELDS
EAGER BEAVER
BAYOU MARCUS
TRILOGY CORP
LONGLEAF
TERRA SOURCES PENSACOLA
EXISTING LAND USE
14 DECEMBER 2017
0
260
520
Feet
N
W
E
S
This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. User: jclemos Date: 12/8/2017
Legend
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR


YAWL CIR
YAWL CIR
ROLLING HILLS RD
TWIGGS LN
LUDLOW ST
CUTTER ST
WYMART RD
SAXON ST
KEMP RD
500'
FOUNTAIN PL
500'
LONGLEAF DR
CORNELIUS LN
ANGEL AVE
FIELDS LN
500' OUTER BUFFER OF MINING AREA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
500
1,000
1,500
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



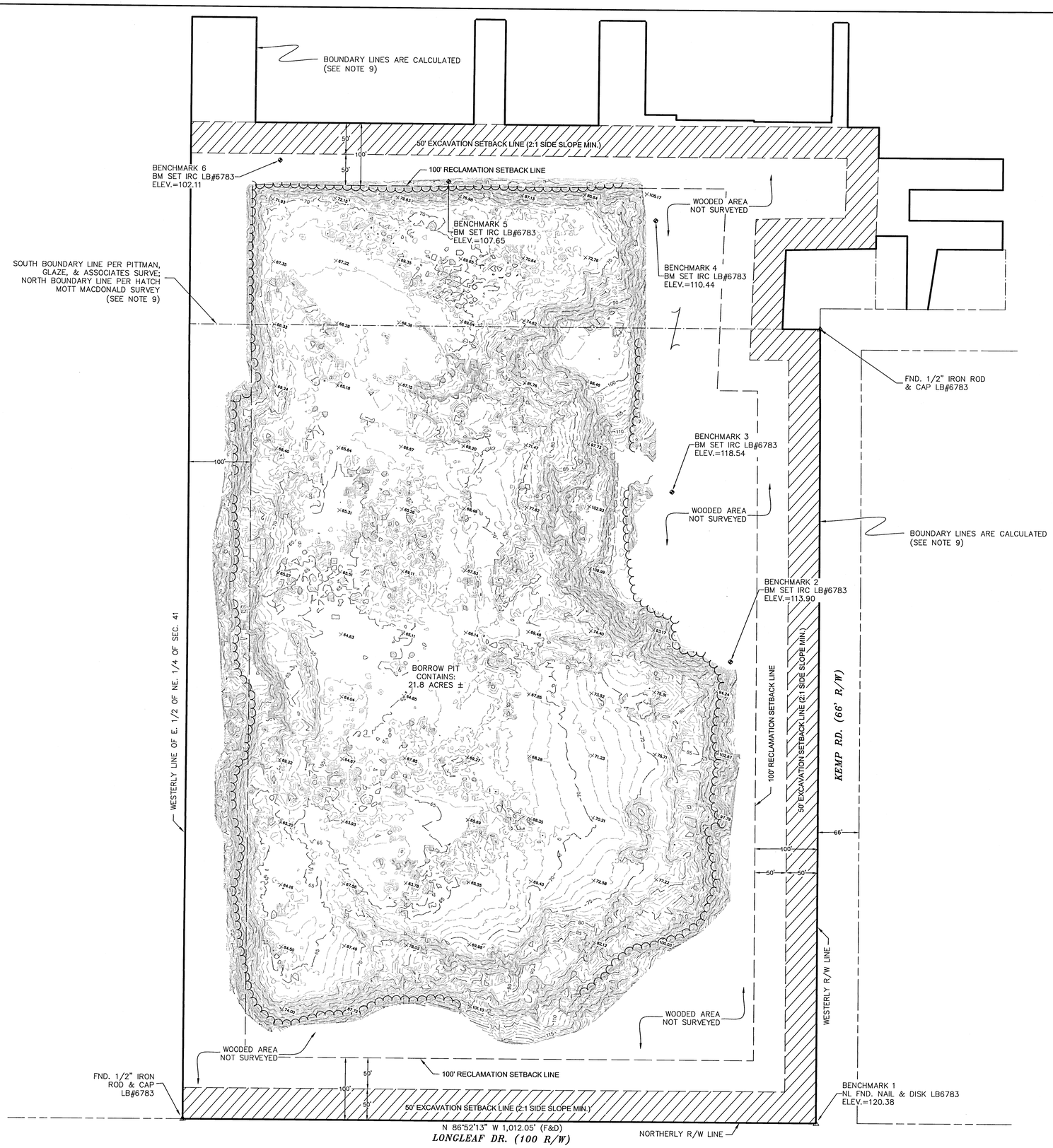
This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

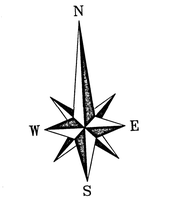
Shortleaf C & DD Facility Aerial Map



0 400 800 1,200 1,600 Feet

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.





0 80 160 240

Scale 1" = 80'

LEGEND & ABBREVIATIONS

FND. = FOUND	SEC. = SECTION
P.O.B. = POINT OF BEGINNING	TWP. = TOWNSHIP
P.O.C. = POINT OF COMMENCEMENT	RNG. = RANGE
F = FIELD	ID. = IDENTIFICATION
D = DEED	LB = LAND SURVEYING BUSINESS REGISTRATION NUMBER
CONC. = CONCRETE	IRC. = IRON ROD AND CAP
R/W = RIGHT OF WAY	BM = BENCHMARK
TYP. = TYPICAL	

= BOUNDARY LINE (SEE NOTE 9)
= RIGHT OF WAY LINE (SEE NOTE 8)
= APPROXIMATE PROPERTY LINE
= WOOD/VEGETATION LINE

SURVEYOR'S NOTES

1. NORTH AND BEARINGS ARE BASED ON THE SOUTH BOUNDARY LINE OF PROPERTY BEING N 86° 52' 13" W.

2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM 88 PER GPS SOLUTION FROM THE FLORIDA PERMANENT REFERENCE NETWORK CONTROL STATION "PENSACOLA".

3. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO MOTT MACDONALD FLORIDA LLC FOR THE PURPOSED OF THE BOUNDARY SURVEY SHOWN HEREON.

4. UNDERGROUND UTILITIES, FOUNDATIONS, OR ENCROACHMENTS NOT LOCATED, IF ANY.

5. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SURVEY DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.

6. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS DRAWING THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

7. INTERIOR STRUCTURES AND IMPROVEMENTS NOT LOCATED.

8. RIGHT OF WAY INFORMATION FOR LONGLEAF DRIVE AND KEMP ROAD WAS OBTAINED FROM OFFICIAL RECORDS BOOK 0278, PAGE 899 AND 901, ESCAMBIA COUNTY, FLORIDA. PER PREVIOUS HATCH MOTT MACDONALD SURVEY PROJECT NUMBER 222549, DATED 08-16-2005.

9. BOUNDARY LINES SHOWN ARE PER PREVIOUS SURVEYS BY HATCH MOTT MACDONALD PROJECT NUMBER 222546, DATED 08-16-2005; AND PER PITTMAN GLAZE AND ASSOCIATES, INC. PROJECT NUMBER 35435-13, DATED 06-06-2013.

10. THIS IS NOT A BOUNDARY SURVEY.

ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES OAK AND GEODETIC DATUM, DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

CERTIFICATE OF AUTHORIZATION L.B.#6783

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BYRON A. FAIRCLOTH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION# 6764

STATE OF FLORIDA · BYRON A. FAIRCLOTH · 6764 · REGISTERED SURVEYOR AND MAPPER

MOTT MACDONALD
FLORIDA LLC
220 West Garden Street
Suite 700
Pensacola, Florida 32502
Telephone: (850) 484-6911
Architects AA - C0000035
Engineers EB - 0000155
Surveyors LB - 0000783

SHORTLEAF

SECTION 24, TOWNSHIP 1 SOUTH, RANGE 30 WEST
PENSACOLA, FLORIDA

DATE	REV.	REVISION DESCRIPTION

FIELD BOOK PAGES

FIELD BOOK

DESCRIPTION

DATE ISSUED: 12-01-2017
FIELD DATE: 11-28-2017

DRAWN BY: D. HITCHCOCK

PROJECT SURVEYOR: B. FAIRCLOTH
M.M. PROJECT NUMBER: 335130

SHEET TITLE:

TOPOGRAPHIC SURVEY

SHEET NUMBER:

1 of 1

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Shortleaf LLC Variance Request
Construction and Demolition Debris Landfill Plan

Presented to the Escambia County Board of County Commissioners

December 14, 2017 Public Hearing

Kenneth Metcalf, AICP

Planning Director, Stearns Weaver Miller

My Background

- Professional Planner with 30+ years Experience in Florida
- Masters in Urban and Regional Planning
- Certified by the American Institute of Certified Planners
- 19 Years in Public Practice
- Former DCA Regional Administrator
- Former Local Government Planner
- Compatibility Studies/Expertise
- Represent Private and Public Sector Clients

Presentation

- Background on Property
- Variance Request
- Variance Review Criteria
- Findings From July 24, 2017 Compatibility Evaluation Submitted with Variance Application

Shortleaf LLC Property

- Parcel No. 24-1S-30-1600-000-001 (Phase I - 29.63 acres)
- Parcel No. 41-1S-30-1000-000-000 (Phase II - 9.38 acres)
- Total Acreage of Property = 39.01 acres

Variance Request

- Grant variance from the requirement of Section 82-226(1) of the Escambia County Code to:
  - Reduce the minimum required acreage from 100 acres to 39 acres;
  - Reduce the minimum required setback from property lines to the disposal area from 500’ to 100’.

Variance Criteria per Section 82-236(b) of the Escambia County Code

- "Variances to the requirements of chapter 82…may be granted for any facility by the board of county commissioners…if the board, based upon competent, substantial evidence determines that granting the variance(s) will not:
  - result in the maintenance or creation of a nuisance condition; or
  - give rise to the creation of a condition incompatible with existing or allowable adjacent uses.
- Compatibility Evaluation report, dated July 24, 2017, provides competent, substantial evidence that the variance will not result in a nuisance or create an incompatible condition.

Compatibility Evaluation

- Entitlement History
- Study Area
- Adjacent Uses
- Applicable Definitions
- Compatibility Factors
- Findings for Each Compatibility Factor
- Non-nuisance Determination
- Conclusion

Entitlement History

- Shortleaf Borrow Pit has been in operation since prior to 2007 with no violations.

- Escambia County amended its regulations in 2005 to require borrow pit owners to register their facility with the County. Shortleaf LLC timely complied with this requirement.

- County approved C&DD landfill use for Phase 1 in 2007 and for Phase 2 in 2014, and required reclamation of site based on a site plan for 39.01 acres and a 100’ setback.

Entitlement History - 2007

- November 1, 2007 – BCC granted approval of the C&DD landfill use and to require reclamation for Phase 1 (29.63 acres).
- November 11, 2007 – DRC issued a site plan development order (07081472) and resource extraction permit. The development order states:
  - This project is a revised design of a previously approved site plan for the purpose of including a required BCC-approved reclamation use for the site.
  - Special Condition No. 4 - Commencement of reclamation shall begin within one year of completion of excavation…

Entitlement History - 2014

- June 4, 2014 – DRC approved site plan development order (#PSP140500046) to expand reclamation requirement to apply to entire 39.01 acres.
  - Condition No. 3. Final grades of reclaimed area will not exceed…existing grades with allowance for closure and capping…
  - Condition No. 4. Footprint setback shall be a minimum of 100 feet from the property boundary for C&DD activities.
  - Condition No. 6. Reclamation activity will be accomplished in one unit once mining activities have ceased. This unit would include the entire site (Phases I and II)…as shown on the site plan. The proposed reclamation activity is required as necessary to comply with FDEP permitting requirements, site constraints and traffic safety considerations.

Entitlement History - 2015

- July 13, 2015 Operational Permit
- Condition 1 states
  - This Resource Extraction permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #07081471, as amended by Site Plan Resource Extraction Development Order #PSP140500046.

Variance Request Is Consistent with Previous Authorizations and Approved Reclamation Plan

- Same acreage – 39.01 acres
- Same setback – 100’
- Same proven track record of Shortleaf, LLC as responsible owner
- Same compatibility considerations
- Same hours of operation
- Same adjacent land uses
- Increased regulatory protection over time
  - Emission monitoring stations
  - New development standards
  - Heighted enforcement scrutiny

THIS REQUEST IS TO CONTINUE THE COURSE ESTABLISHED BY THE PREVIOUS ENTITLEMENTS BY APPROVING THE REQUESTED VARIANCES BASED ON FINDINGS THAT THE VARIANCES WILL NOT RESULT IN A NUISANCE OR INCOMPATIBLE CONDITION.

Study Area

500’ setback is allowed as of right with no compatibility evaluation required.

This means that a C&DD landfill is considered inherently compatible with any uses located beyond 500’.

Uses within 500’ of the C&DD landfill operational boundary must be evaluated to confirm compatibility.

Measuring 500’ from the 100’ setback line results in a study area of 400’ beyond the property boundary.

The Compatibility Study Area is defined as 400’ from the property boundary.



Existing Land Use

North – Residential

East – Vacant/Limited Residential

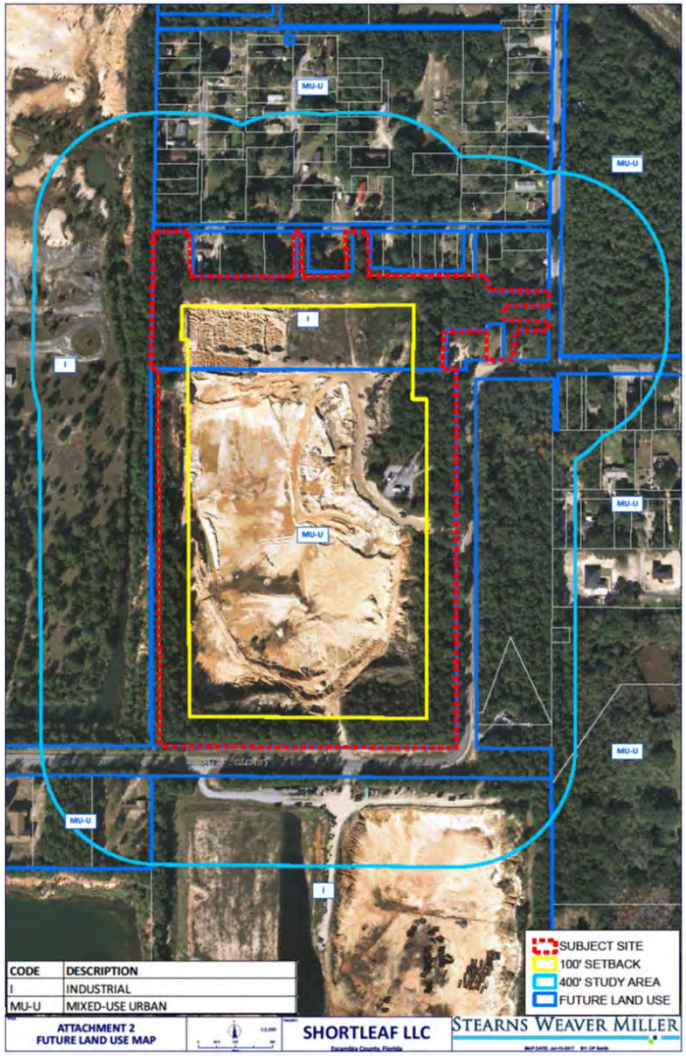
Southeast – Utility

South – Longleaf C&DD (Inactive)

Southwest – Residence and Church

West – Borrow Pit

Future Land Use and Zoning in Study Area

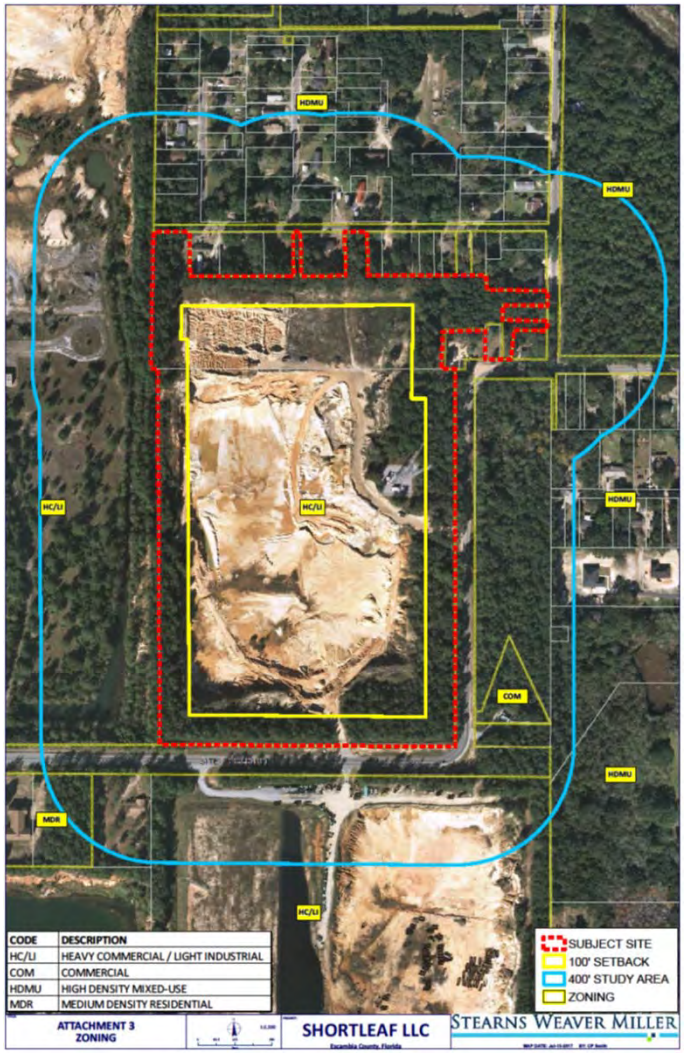


Future Land Use

Project (Phase I) – Mixed Use Urban
Project (Phase 2) - Industrial
North – Mixed Use Urban
East – Mixed Use Urban
South – Industrial
Southwest – Mixed Use Urban
West – Industrial

Zoning

Project – Heavy Commercial/Light Industrial (HC/LI)
North – High Density Mixed Use
East – High Density Mixed Use
Southeast – Commercial
South – HC/LI
Southwest – Medium Density Residential
West – HC/LI



Key Definitions – Incompatible Development

- Chapter 3 of the Comprehensive Plan defines "Incompatible Development" as:
  - New development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design.
- The following analysis evaluates whether the C&DD landfill would result in an incompatible condition based on this definition.

Key Definitions – Construction and Demolition Debris Facility

- Section 82-225(k) defines "construction and demolition debris (C&DD) facility" as:

  Any site, location, tract of land, installation, or building used for the disposal, transfer or processing of construction and demolition debris.

Key Definitions – Construction and Demolition Debris

- Section 82-225(j) defines "construction and demolition debris" as:

  Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure…including such debris from construction of structures… The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; except as provided in Section 403.707(9)(j), Fla. Stat., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects, scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolish debris if it were generated as part of a construction and demolition debris project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de-minimus amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with the best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

Compatibility Factors

- Views/Glare
- Noise/Vibrations
- Health/Hydrogen Sulfide Emissions
- Odors/Hydrogen Sulfide Emissions
- Fires/Smoke/Dust
- Groundwater Protection

Compatibility Finding – Views and Glare

- Reduction in acreage and setback will not result in an incompatible condition as related to views and glare.
  - Borrow pit has same type of operations from a visual perspective and can be excavated to 25’ of the property line.
  - Special Condition #3 (#PSP140500046) limits the debris to existing grade, except for limited allowance for cap and stormwater control.
  - Significant tree buffers to the north, east and southwest.
  - Lighting will be limited to security, and must comply with Section 5-9.2(e), which prohibits lighting exceeding one-half foot candles at residential property line.

Compatibility Finding – Noise/Vibrations

- Reduction in acreage and setback will not result in an incompatible condition as related to noise and vibration impacts.
  - C&DD operations generate less noise and vibrations than borrow pit operation and will be setback farther.
  - Noise/vibration limited to trucks.
  - Noise will be well below County's sixty (60) decibel limit for manufacturing as set forth in Section 5-9.2(a)(2). Phase 2 is designated as Industrial within the northern portion of the project where manufacturing would be an as-of-right use.
  - No vibrations would be expected to reach residents from the C&DD activities.

Compatibility Finding – OSHA Major Health Threshold

- C&DD landfills generate hydrogen sulfide emissions as a result of gypsum wallboard decomposing.
- This occurs in a low oxygen environment (anaerobic) when moisture is present.
- At very high concentrations (occurring in certain industrial applications) and exposures, hydrogen sulfide causes major medical problems.
- Occupational Safety and Health Administration (OSHA) defines the threshold for major health concerns (i.e., irreversible effects/diseases) as 20,000 Parts Per Billion (ppb).
- Rolling Hills, which was not lawfully operated, generated 590 ppb as its worst recorded emission according to the Florida Department of Health Report, *Health Consultation, Rolling Hills Landfill Site*, dated June 2, 2015 (DOH Report).

Compatibility Finding – ASTDR Health Protective Threshold

- The Agency for Toxic Substances and Disease Registry (ASTDR) defines risk thresholds for hydrogen sulfide emissions.
- ASTDR defines the following threshold as "Protective of Health": 70 ppb for up to 14 days.
- ASTDR has determined that exposure below 70 ppb for 14 days is unlikely to cause any health issues.
- ASTDR laboratory study confirmed 3 out of 10 persons exposed to 2000 ppb for 30 minutes experienced a temporary headache and eye irritation.
- DOH concludes that Rolling Hills generated emissions up to 590 ppb and that exposure for 30 minutes is too close to the ASTDR 2000 ppb threshold to rule out the possibility that this peak emission may have caused headaches and eye irritation.

Compatibility Finding – NHC Thresholds for Discomfort and for Major Health Problems

- The National Health Council (NHC) defines Acute Exposure Guideline Levels (AEGL) for Hydrogen Sulfide, which address discomfort and major health issues.
- AEGL-1 is the airborne concentration above which the general population could experience noticeable temporary discomfort or irritation that is reversible and ceases once exposure ends.
- AEGL-1 is not considered a health risk by NHC, but would be considered an incompatible condition for the purpose of this evaluation.
- AEGL-2 is the airborne concentration above which the general public could experience irreversible or other serious, long-lasting adverse health effects.

Compatibility Finding – Health Continued

- The following table sets for the AEGL-1 and AEGL-2 thresholds:

Class	10 minutes	30 minutes	1 hour	4 hours	8 hours
AEGL-1 (Minor Discomfort, Reversible, Ceases When Exposure Ends, Not A Health Concern)	750 ppb	600 ppb	510 ppb	360 ppb	330 ppb
AEGL-2 (Major, Irreversible Health Problems/Disease	41,000 ppb	32,000 ppb	27,000 ppb	20,000 ppb	17,000 ppb

- Rolling Hills, which was not lawfully operated, exceeded AEGL-1 thresholds as documented by emission sensors.

Compatibility Finding – Rolling Hills C&DD

- Rolling Hills did not generate hydrogen sulfide emissions at levels to cause major or irreversible health problems (i.e., did not exceed OSHA threshold or NHC AEGL-2 threshold).
- Rolling Hills periodically generated hydrogen sulfide emissions in excess of the ASTDR threshold and AEGL-1 thresholds.
- According to the DOH Report, the Wedgewood neighborhood may have experienced temporary impacts (i.e., irritated eyes and nostrils, headaches and coughing) as a result of Rolling Hills exceeding the ASTDR and AEGL-1 levels.
- Rolling Hills was not lawfully operated. As a result, Rolling Hills created an incompatible condition and a nuisance condition.

Compatibility Finding – Lawfully Operated C&DD Will Not Exceed Any Health Thresholds

- A lawfully operated C&DD will not exceed the NHC AEGL-1 threshold or the ASTDR threshold deemed Protective of Health.
- Emission detectors will be on site. A lawfully operated C&DD facility is required by FDEP and County regulations to take corrective measures immediately (i.e., placement of additional dirt cover) if hydrogen sulfide emissions exceed even perceptible odor levels, which are far below the AEGL-1 thresholds for minor discomfort.
- A lawfully operated C&DD facility will not create incompatible health conditions or nuisance conditions if AEGL-1 and ASTDR thresholds are not exceeded.
- Shortleaf LLC has a track record of properly following regulations and is committed to doing the same for the Shortleaf C&DD.

Compatibility Finding – Odors

- The level at which people detect odors varies depending on the sensitivity of the person.
- NHC reports that the odor threshold ranges from 8 PPB to 130 ppb for hydrogen sulfide. Laboratory studies have identified lower thresholds.
- NHC has defined the Level of Distinct Odor Awareness as 10 ppb for hydrogen sulfide (i.e., the threshold that sensitive individuals can typically detect the distinct rotten egg odor).
- Rolling Hills often exceeded 10 ppb because it was not lawfully operated. Rolling Hills created an incompatible condition and a nuisance by failing to properly operate the facility and by failing to take immediate corrective measures when needed.

Compatibility Finding – Odor Regulation

- Rule 62-701.730(7)(d), F.A.C., requires a trained operator at all times during operation and a sufficient number of spotters to inspect debris prior to disposal.
- Rule 62-701.730(7)(e), F.A.C., prohibits objectionable odors and requires an odor remediation plan if odors are persistent.
- FDEP can require more frequent and greater amounts of dirt cover, use of misters and odor control enzymes if necessary.
- These methods have proven effective.

Compatibility Finding – Odor Impact

- Odor detection does not necessarily create an incompatible condition. Whether an incompatible condition occurs depends on the frequency, strength and duration of the odor.
- Based on the definition of incompatibility, an incompatibility occurs if a strong odor regularly occurs and persists to the extent that nearby residents are prevented from enjoying their yards in the same manner as other residents.
- Escambia County has adopted an odor standard of 30 ppb (Section 82-227(1)a.), which has been determined to be a compatible condition. Shortleaf C&DD landfill is prohibited from exceeding this standard.
- Rolling Hills created an incompatibility due to its failure to properly minimize and correct odors. This problem was exacerbated because Rolling Hills is elevated, and hydrogen sulfide is heavier than air, resulting in the emissions essentially rolling down the landfill. Shortleaf operations will occur below grade, which will suppress airborne emissions.

Compatibility Finding – Fires/Smoke/Dust

- C&DD landfills are potentially combustible due to the heat generated from the decay of organic materials, such as trees and brush. This can result in smoke and airborne particulate matter.
- Rolling Hills experienced a fire in 2017 and failed to take immediate action to correct the problem. FDEP issued a Notice of Violation as a result.
- DOH issued a health advisory due to smoke and particulate matter than cause eye irritation and respiratory problems.
- Rolling Hills also received a Notice of Violation due to its failure to properly control dust, which can be easily controlled through lightly spraying mist.

Compatibility Finding –Fires/Smoke/Dust

- Like odors, fires can avoided through proper operation by maintaining sufficient dirt cover. If a fire does occasionally occur, it can be suppressed by providing additional dirt cover.
- Like for odors, whether an incompatible condition occurs depends on the frequency, severity and duration of fires. C&DD fires start slowly and smolder, and therefore can be quickly detected and corrected.
- Based on the definition of incompatibility, an incompatibility would occur if fires occur regularly and are allowed to persist to the extent that nearby residents are prevented from enjoying their yards in the same manner as other residents.
- Unlike Rolling Hills which extended well above grade, Shortleaf C&DD will operate below grade level, which will facilitate fire and dust control.
- A properly operated C&DD facility would not result in an incompatible condition or nuisance, although an occasional fire may occur and require corrective action. Again, this would not result in a condition where residents would be substantially impacted and could not enjoy their yards and homes in the same manner as other residents.

Compatibility Finding – Groundwater

- Shortleaf C&DD will be required to utilize a liner system and leachate collection/removal system pursuant to Rule 62-701.730(6), F.A.C.
- The rule requirement is designed to ensure protection of groundwater.
- The residents within the Study Area are served by centralized potable water and do not utilize private wells.
- The Shortleaf C&DD landfill will not result in an incompatibility as related to groundwater protection.

Section 82-227 – Operating Requirements for C&DD Facilities

- (1)f - Gas management system
- (1)g - Boundary probes for gas migration
- (2)(a) - Operating plan per FDEP requirements
- (2)(b) - Lift depth < 10’
- (2)(c) – Compacted and sloped during life of facility
- (2)(d) – External slopes - 3:1
- (2)(e) – Working face/internal slopes – 3:1
- (2)(f) – Nuisance prohibition
- (2)(g) – Compacted and covered twice/week
- (2)(h) – Dust suppression system
- (2)(i) – Testing documentation
- (2)(j) – Hours of operation
- (2)(k) – Boundary survey and permanent markers

Section 82-227 – Operating Requirements for C&DD Facilities

- (2)(l) – Surety requirement
- (2)(m) – Minimum 5 random waste load inspections/week
- (2)(n) – Maintain reserve equipment (i.e., redundancy)
- (2)(0) – Equipment maintenance structure
- (2)(p) – Maintain grades for positive drainage
- (2)(q) – Fill sequence plan
- (2)(r) – Minimize working face
- (2)(s) – Trained operators and spotters at all times

- **These requirements are in addition to FDEP regulations.**

Compatibility Determination

- C&DD landfills are allowed as a permitted use in the Industrial and Heavy Commercial land use categories, which have been located adjacent to residential land use categories.
- As such, C&DD landfills are considered compatible with residential neighborhoods when properly operated in accordance with County and State regulations.
- The requested variances implement the previous County approvals that required a reclamation plan based on a 39 acre site and 100' setbacks.
- Based on the preceding evaluation, the requested variances will not result in an incompatible condition, provided that the C&DD landfill is properly operated in accordance with all applicable County and State regulations.

Compliance and Enforcement Assumption in Compatibility Determination

- Compatibility determinations must be based on the premise and reasonable expectation that the land use activity will be conducted in compliance with applicable laws and that such laws will be enforced, as necessary, by regulating government agencies.
- Nearly any use could be considered potentially incompatible if the assumption is made that a landowner will regularly violate the laws, whether intentionally or not, and that the enforcement agencies will not take steps to timely enforce the law.
- The reality is that a C&DD landfill would be an incompatible use and nuisance if it repeatedly fails to follow the law and enforcement agencies fail to enforce the law. This would be the case whether the setback is 100' or 500'. Conversely, if the C&DD facility is operated in accordance with the law, it will not result in an incompatible condition, regardless of whether the setback is 100' or 500'.
- The requested variances will not result in an incompatible condition.

Nuisance Definition

- Section 82-225 - Nuisance generally means anything which annoys or disturbs one in the free use, possession or enjoyment of his or her property, or which renders its ordinary use or occupation uncomfortable, or anything which is detrimental to health or threatens danger to persons or property within the county. Nuisance specifically shall include the use of any property, facilities, equipment, processes, products or compounds, or the commission of any acts that cause or materially contribute to:

  (1) The emission into the outdoor air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, of a character and in a quantity as to be detectable by the public, at any point beyond the property limits of the premises occupied or used by the person responsible for the source thereof, so as to interfere with their health, repose or safety, or cause severe annoyance or discomfort, or tends to lessen normal food and water intake, or produces irritation of the upper respiratory tract, or produces symptoms of nausea, or is offensive or objectionable to normal persons because of inherent chemical or physical properties, or causes injury or damage to real property, personal property or human, animal or plant life of any kind or which interferes with normal conduct of business, or is detrimental or harmful to the health, comfort, living conditions, welfare and safety of the inhabitants of this county.

Nuisance Prohibition

- Section 82-227(2)f. No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapors, or any combination thereof, so as to constitute a nuisance as defined herein.

- 5-9.2(g) prohibits certain activities deemed to be nuisances, including:

  Any building or other structure or other real property, or premises on which a structure is located, which is unsafe and a menace to the health, safety or welfare of the residents of Escambia County, or which is deteriorated or dilapidated.

Non-Nuisance Determination

- Based on the compatibility evaluation, a C&DD landfill properly operated in accordance with County and State laws will not result in a nuisance.

Conclusion

- This Compatibility Evaluation is based on the more detailed Compatibility Evaluation report, dated July 24, 2017 and has been conducted in accordance with the Escambia County Comprehensive Plan and Escambia County Land Development Code.
- The Variance Application complies with the requirements of Section 82-236(b) in that it will not result in the maintenance or creation of a nuisance condition or give rise to the creation of a condition incompatible with existing or allowable adjacent uses.
- The Variance implements the previous requirements of Escambia County's development orders and should be approved.

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued


2014000668

4. 5:47 p.m. Public Hearing

Motion made by Robertson, seconded by Commissioner Robinson, and carried 3-2, with Commissioner Barry and Commissioner May voting "no," taking the following action concerning Shortleaf Borrow Pit:

A. Approving the proposed expansion of the construction and demolition debris facility reclamation use of the Shortleaf Borrow Pit *(located)* on Longleaf Drive, requested by Hatch Mott MacDonald Florida, LLC, agent for Trilogy Corporation of Northwest Florida, Inc., owner and developer; and

B. Approving the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five (5) acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations.

Speaker(s):

Heath Jenkins
Myra Lightner


2014000669

5. 5:48 p.m. Public Hearing

Ordinance 2014-26 was effective on September 29, 2014

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried unanimously, adopting *(an Ordinance [Number 2014-26] approving)* the Comprehensive Plan Map Amendment (LSA) 2014-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan: 2030, as amended, amending the Future Land Use (FLU) Map designation to change the FLU category of a 93.01 (+/-)-acre parcel on Isaacs Lane from Mixed Use-Suburban (MU-S) to Industrial (I); at the April 1, 2014, Planning Board Meeting, the Planning Board recommended approval to the BCC; the BCC approved transmittal to DEO *(Department of Economic Opportunity)* on April 29, 2014; the County received the final approval letter from DEO on June 6, 2014, with no adverse comments from any agencies.

Speaker(s) – None.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6300 **Growth Management Report 11. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/10/2014
Issue: 5:47 p.m. - Reclamation Plan for Expansion of Shortleaf Pit
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Reclamation Plan for Expansion of Shortleaf Pit

That the Board of County Commissioners take the following actions:

A. Review and approve or deny the proposed expansion of the construction and demolition debris (C&DD) facility reclamation use of the Shortleaf Borrow Pit on Longleaf Drive, requested by Hatch Mott MacDonald Florida, LLC, agent for Trilogy Corporation Of Northwest Florida, Inc., owner and developer; and

B. Review and approve or deny the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five (5) acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations.

BACKGROUND:

On August 16, 2006, Mr. David Skipper, P.E. of Hatch Mott MacDonald Florida, LLC, project engineer, submitted a site plan application for development of a borrow pit within a wooded 29.63-acre parcel on Longleaf Drive at Kemp Road. The plan proposed an estimated one million cubic yards of materials to be excavated from the pit over a 5-year period, depending on market demand for such materials. Within one year of completion of all excavation operations, reclamation of the mined-out land by filling with construction and demolition debris would begin. Reclamation activities would continue an estimated five additional years until completion. The site is within the MU-U/I future land use category and the C-2 zoning district. A previous recommendation for the required Board action to approve or deny the proposed C&DD use, and to allow an exception to the 5-acre reclamation unit limit, was considered by the Board at the October 5, 2006 public hearing. Discussion at the hearing was limited by the Board to the borrow pit use, and no public comment regarding C&DD use was considered. However, BCC meeting minutes indicate a 3-2 vote approving only the reclamation unit exception. Subsequent to the Board's actions, and with borrow pits already among the permitted uses within the applicable C-2 zoning district, the Development Review Committee (DRC) conditionally approved a development order and resource extraction permit for the borrow pit use only. Foremost among the approval conditions was the remaining requirement for Board approval of a reclamation use. On September 28, 2007 the project engineer submitted a new site plan application for a C&DD facility as the reclamation use of the borrow pit. This reclamation use

was approved by the BCC on November 1, 2007. On May 9, 2014 the project engineer Mr. Heath Jenkins of Hatch Mott MacDonald Florida, submitted a site plan to the Development Review Committee to extend the existing borrow pit (29.63-acre) parcel to include a 9.8-acre adjoining parcel. The time frame for excavation of the site is estimated to be approximately 5 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to commence C&DD activities. Once C&DD activities commence, it is estimated that the reclamation activities would take approximately 10 years to complete. Therefore, based upon approval in 2014, the anticipated date of completion would be December 2030. DRC approval of the application is pending the required Board action on the proposed reclamation use and Board confirmation of the requested exception to maximum reclamation unit size.

BUDGETARY IMPACT:

None.

LEGAL CONSIDERATIONS/SIGN-OFF:

None.

PERSONNEL:

No additional personnel are required to process the site plan application.

POLICY/REQUIREMENT FOR BOARD ACTION:

As required by Section 82-226, Escambia County Code of Ordinances, the Board must approve all new C&DD sites at a duly advertised public hearing. As required by Section 42-323, the reclamation plan for a proposed borrow pit shall include a process for reclaiming such land in reclamation units so that no more than five (5) acres of mined-out land are exposed at any one excavation site, unless the terms of the borrow pit site plan development order provide for an exception.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the proposed C&DD reclamation use, a revised development order and resource extraction permit for the borrow pit site plan will be issued. The development order and reclamation plan will specify the Board's determination regarding an exception to the reclamation unit size. Future use of the site as a C&DD facility will require permitting through the Escambia County Solid Waste Management Department and Florida Department of Environmental Protection (FDEP).

Attachments

Development Order
Approved Site Plan 6-3-14
C&D Operation Plan
FDEP Letter - 11/14/12 Inspection Report
Maps
Sign Posting - Kemp Rd and Longleaf Dr

SITE PLAN
RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Shortleaf Borrow Pit with C&DD
Location: 6841 Kemp Rd
Development Review #: PSP140500046
Property Reference #: 24-1S-30-1600-000-001
Future Land Use: I/MU-U
Zoning District: C-2
Flood Zone: X
Exhibit A: Reclamation Plan
Exhibit B: Request for Exception to Reclamation Units Requirements
Exhibit C: Fire Safety Plan Requirement

PROJECT DESCRIPTION

Further development of a 29.63-acre site as a borrow pit to include an additional 9.38-acres with subsequent reclamation through construction and demolition debris (C&DD). An existing residence will be removed from the site. Existing access on Longleaf Drive and Kemp Road will serve extraction and reclamation uses.

As documented in the attached Exhibit B (Request for Exception to Reclamation Units Requirements), Trilogy Corporation is requesting an exception to the reclamation unit limit of five acres.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein. No building construction has been approved.

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. 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.

6. 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.

SPECIAL PROJECT CONDITIONS

1. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, Chapter 86, Division 3, *C&DD Facilities*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

2. Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioner must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.

3. Upon County approval of the executed Avigation Easement (if required), and prior to the issuance of any permit for Borrow Pit activities, the easement shall be recorded in the public records of Escambia County.

4. Prior to any C&DD or LCD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department.

5. Each freestanding sign is limited to a minimum 10 feet setback from rights-of-way and must maintain visual clearance along rights-of-way and at driveways and intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, construction, altering, or relocating any site signage.

6. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each comer, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

7. No person shall cause, suffer, allow, or permit the discharge into the air of dust, fume, gas mist, odor, smoke, or vapor or any combination thereof so as to constitute a nuisance as defined in the Code of Ordinances (Sec. 82-227(2)c).

8. Operational hours for receiving materials are limited to Monday through Friday between 7:00 am and 5:00 pm. Saturday hours will be limited to 8:00 am until 2:00 pm. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th (Sec. 82-227(2)e).

9. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

10. Commencement of reclamation shall begin within one year of completion of excavation, Sec. 42-323(3). However, prior to any C&DD/LDC activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department. The applicant shall provide once a year to Department of Solid Waste a timeline of borrow operations. The report should include approximate volume removed and volume remaining. One year prior to ceasing borrow pit operations all C&DD permits shall be applied for.

11. Fencing is required on all boundaries. Any boundary that abuts developed property or a public road shall require a barrier that is a fence or vegetative buffer, a minimum of six feet in height and made of wood or other type approved material that prevents visibility and limits access. Vegetative buffering may be required as deemed necessary by the County (Sec. 82-227 (2)a).

12. A substantially built, aesthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier (LDC 7.07.07.G).

Development Review Committee (DRC) Recommendation

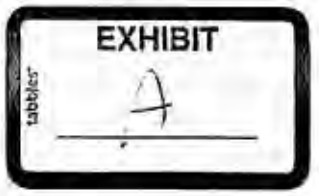
Having completed development review of the **Shortleaf Borrow Pit with C&DD,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Paul R. Moyo 6-4-2014

Director, Development Services Department Date



ENTERED ON: 5/9/14
RECD MAY - 9 2014

Sutton Properties, LLC

Shortleaf Borrow Pit Phase II Reclamation Plan

1. Reclamation activity shall involve the filling of the excavated areas with "construction and demolition debris" as defined by 62-701.200 (24) Florida Statutes.

2. Reclamation activity shall be in conformance with Florida Statutes 62-701.730, Escambia County ordinance 2006-24 [Section 82-227(3) and Section 82-234], and all other applicable local, federal and state reclamation standards, and would not begin until all permits from FDEP have been obtained.

3. Final grades of reclaimed areas will not exceed previously existing grades at the site, with allowance for closure and capping to prevent stormwater intrusion into the debris pile. At no time shall the operational height exceed the permitted height.

4. Footprint setback shall be a minimum of 100 feet from the property boundary for C&DD activities. In order to accomplish this setback, clean fill or vegetative debris may be used to fill from existing excavation limits.

5. Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 8:00 a.m. to 2:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th.

6. Reclamation activity will be accomplished in one unit once mining activities have ceased. This unit would include the entire site (Phases I and II) within the required buffers as shown on the site plan. The proposed reclamation activity is required as necessary to comply with the FDEP permitting requirements (F.S. 62-701.730), site constraints and traffic safety considerations.

7. The time frame for excavation of the site is estimated to be approximately 5 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to commence C&D activities. Once C&D activities commence, it is estimated that the reclamation activities would take approximately 10 years to complete. Therefore, based upon approval in 2014, the anticipated date of completion would be December 2030.

8. Financial assurance for closure and reclamation will be provided as required to comply with the FDEP permitting requirements (F.S. 62-701.730) for C&DD facilities.

9. Volume reduction may not be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal.

10. Reclamation activities shall commence within one year of cessation of mining operations and shall include re-vegetation as early as practical.

EXHIBIT
tabbies
B

ENTERED ON 5/23/14
BY:

REC'D MAY 23 2014

Trilogy Corporation of Northwest Florida, Inc.
& Sutton Properties, LLC

Shortleaf Borrow Pit Reclamation Plan

Request for Exception to the reclamation Unit Requirements

The Escambia County Code of Ordinances Article VIII, Sec. 42-323(3) states that *"The reclamation plan shall include a process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, unless the terms of the development order provide for an exception"*. We are asking that the terms of the Development Order provide an exception to this requirement, so that the site may be mined in one unit, which would include the entire site (to include both Phases I and II) within the buffer and slope requirements. There are several reasons that C&D reclamation could not start as mining is completed in 5-acre increments and each is discussed below:

- A FDEP permit for C&D Facilities is required to begin C&D operations. A FDEP permit requires a site plan for the entire site, which requires the owners to establish where the pit floor will be in relationship to groundwater across the site and where the final storm water retention area(s) will be for the entire site. Some of this engineering cannot be feasibly completed until a substantial portion of the site is mined. It would be extremely difficult to get a separate FDEP permit for each 5-acre section of mined area based on the County's slope requirements alone. C&D operations already require a 100' setback at the FDEP level, which provides an extra 50' of stability for the side walls to satisfy any County concerns until the C&D reclamation can commence.

- The five acres limit to begin C&D reclamation activities is too small of an area on this site to reasonably conduct both operations (C&D and mining) at the same time. To begin reclamation activities for C&D while mining operations are still active at the site would create unnecessary conflicts due to the increased truck traffic for both activities. C&D pits require trained spotters to inspect loads coming in and truck staging on site in addition to heavy compacting equipment and cover operations. This coupled with the requirements of having an area to inspect and record trucks leaving with mined material, will create operational conflicts that could be avoided by separating mining activities and C&D activities and reclaiming the site in one unit. Additionally, simultaneous operation would increase the traffic to and from the site and result in an increased use of Longleaf and Kemp and the associated driveways.

- To immediately start C&D activities on this site (after the first five acres of area is mined) would also mean that two active C&D facilities (along with borrow pit operations) would be operating in this immediate area (C&D activities are currently ongoing at the Waste Management Longleaf Facility). We feel it would be in everyone's best interest to commence only borrow pit operations at this time, then in 5-6 years commence C&D operations on the Shortleaf site – in which time it is reasonably assumed that the Longleaf C&D facility would be closed.

EXHIBIT
tabbies
C

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

June 3, 2014

Horace Jones, Interim Department Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

Mr. Jones:

This letter is in reference to the Final DRC Application for the Shortleaf Borrow Pit project located at 6841 Kemp Road (SP PSP140500046). The proposed scope of the DRC Application indicates Phase II of the Shortleaf Borrow Pit project is to be converted into a reclamation facility. Escambia County Fire-Rescue has been working diligently throughout the DRC process to ensure that Phase II will meet the requirements of the Florida Fire Prevention Code. At this time, we are going to accept the plans that were submitted for the DRC review. However, the facility has yet to produce a Fire Safety Plan as required by the 2010 Florida Fire Prevention Code. We will require that a Fire Safety Plan be provided by the facility, prior to the commencement of any reclamation activities taking place. The Fire Safety Plan will need to meet the current Florida Fire Prevention Code in place at the time of the submittal. The Fire Safety Plan will need to be reviewed and approved by the Office of Fire Prevention for Escambia County Fire-Rescue.

Please contact me with any questions or concerns at (850) 595-1814.

Sincerely,

Joseph E. Quinn
Fire Marshal
Escambia County Fire~Rescue

Cc: T. Heath Jenkins, P.E.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

2014-000668 BCC
July 10, 2014 Page 12

PERMIT DRAWINGS
FOR
SHORTLEAF BORROW PIT PHASE II
W/ CONSTRUCTION & DEMOLITION DEBRIS RECLAMATION FACILITY
6841 KEMP RD.
PENSACOLA, FLORIDA

MAY 2014

05-23-14 A09 57 IN

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
6-13-20
This document has been reviewed for general compliance with the requirements of applicable Escambia County Regulations and Ordinances and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory responsibility of details as drawn. A Development Order must be obtained from the Escambia County Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional permits/approvals must be obtained from the county prior to approval of a final plat. Building permits shall be provided to the county inspection division prior to the issuance of a building permit.

NOTES

1 BORROW PIT HOURS OF OPERATION ARE LIMITED TO THE HOURS BETWEEN 6 00 AM AND 6 00 PM MONDAY THROUGH FRIDAY AND BETWEEN 8 00 AM AND 2 00 PM ON SATURDAY FOR EXCAVATION ACTIVITIES RECLAMATION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7 00 AM TO 5 00 PM MONDAY THROUGH FRIDAY AND 8 00 AM AND 2 00 PM ON SATURDAY FOR RECEIVING MATERIALS NOTWITHSTANDING THE ABOVE, COVER MAY BE APPLIED AFTER THE OPERATIONAL HOURS BUT IN NO CASE AFTER SUNDOWN
RECLAMATION OPERATIONS ARE NOT PERMITTED ON THANKSGIVING, CHRISTMAS, NEW YEAR'S DAY AND JULY 4TH

2 THE ANGLE OF REPOSE FOR BORROW PIT/MINING SLOPES SHALL BE NO GREATER THAN 2 1 UNLESS A PROFESSIONAL ENGINEER OR PROFESSIONAL GEOLOGIST CERTIFIES THAT AN ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING SIDE SLOPES STEEPER THAN 2 1 SHALL REQUIRE A MINIMUM EXCAVATION SETBACK OF 100 FEET FROM THE PROPERTY BOUNDARY

3 A SECURITY FENCE WITH APPROPRIATE GATE FOR ACCESS, NOT LESS THAN SIX FEET ABOVE GRADE, IS REQUIRED ALONG THE OUTER PERIMETER OF THE EXCAVATED AREA GATES FOR ACCESS SHALL BE LOCKED AT ALL TIMES DURING NON-OPERATING HOURS FENCES AND GATES SHALL BE MAINTAINED IN A REASONABLE CONDITION TO REMAIN AN EFFECTIVE BARRIER

4 PORTIONS OF THE PIT VISIBLE FROM THE PUBLIC RIGHT-OF-WAY OR NEAREST RESIDENTIAL USE SHALL BE SCREENED WITH DENSE LANDSCAPING TO ACHIEVE AT LEAST 75% OPACITY WITHIN 2 YEARS THE LANDSCAPE BUFFER SHALL BE NO LESS THAN TEN FEET IN WIDTH AT ANY POINT EARTHEN BERMS WITH A MINIMUM HEIGHT OF 3 FEET CAN BE PLACED WITHIN THIS BUFFER AREA

5 EXCAVATION, PIT OPERATIONS, PARKING, STORAGE AND DISPOSAL OF DEBRIS ARE NOT PERMITTED WITHIN THE SCREENING OR BUFFER AREAS THE SETBACK AREA MAY NOT BE USED FOR TRUCK OR EQUIPMENT TRAFFIC, EXCEPT AS NECESSARY TO MAINTAIN THE SETBACK AREA AND PERIMETER FENCE

6 "NO TRESPASSING" SIGNS ARE REQUIRED AT EACH PIT ACCESS POINT(S), EVERY 250 LINEAR FEET OF THE BOUNDARY FENCE, AND AT EACH CORNER, IN LETTERS NOT LESS THAN TWO INCHES IN HEIGHT "NO TRESPASSING" SIGNS SHALL BE MAINTAINED IN LEGIBLE CONDITION

7 RECLAMATION ACTIVITY WOULD INVOLVE THE FILLING OF THE EXCAVATED AREAS WITH "CONSTRUCTION AND DEMOLITION DEBRIS" AS DEFINED BY 62-701 200 (24) FLORIDA STATUTES ALL FILL OUTSIDE OF THE 100' RECLAMATION SETBACK MUST BE EITHER CLEAN FILL OR VEGETATIVE DEBRIS SEE RECLAMATION PLAN FOR FURTHER DETAILS

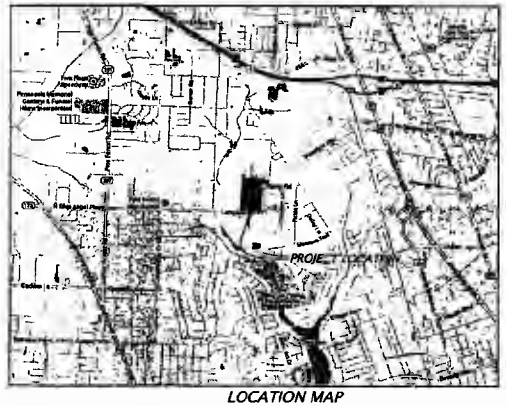
8 TOTAL 29 63-ACRE SITE SIGN AREA, WALL AND FREESTANDING, IS LIMITED TO 1518 SQ FT (1012 65 X 1 5) FREESTANDING SIGNAGE IS ADDITIONALLY LIMITED TO FOUR SIGNS, A MAXIMUM 300 SQ FT IN AREA AND 35 FEET IN HEIGHT ON KEMP ROAD, AND A MINIMUM 200 FEET FROM ANY OTHER SUCH SITE SIGN EACH FREESTANDING SIGN IS LIMITED TO A MINIMUM 10 FEET SETBACK FROM RIGHTS-OF-WAY AND MUST MAINTAIN VISUAL CLEARANCE ALONG RIGHTS-OF-WAY AND AT DRIVEWAYS AND INTERSECTIONS A VALID ESCAMBIA COUNTY SIGN PERMIT MUST BE OBTAINED PRIOR TO ERECTING, CONSTRUCTING, ALTERING, OR RELOCATING ANY SITE SIGNAGE

9 DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY

10 THE PERMITTEE SHALL BE RESPONSIBLE FOR MAINTAINING THE FULL LENGTH OF ROAD FRONTAGE AND ADDITIONAL LENGTH OF ADJACENT ROADWAY FREE FROM ALL LITTER AND SEDIMENT GENERATED AS A RESULT OF TRANSPORTING MATERIALS INTO OR OUT OF THE FACILITY LITTER WILL BE REMOVED ON A DAILY BASIS AND BE COMPLETED PRIOR TO SUNSET

11 ALL WORKING FACES SHALL BE COVERED BIWEEKLY WITH COVER, SUFFICIENT IN QUANTITY AND TYPE TO DEPRIVE DEBRIS OF OXYGEN, TO MINIMIZE THE RISK OF FIRE AND PREVENT THE EMISSION OF OBJECTIONABLE ODORS

12 EFFECTIVE DUST SUPPRESSION SYSTEM IS REQUIRED



LOCATION MAP
SCALE 1 = 3 000

H.M.M. FILE NO.
335130

INDEX OF DRAWINGS

SHEET	TITLE
001 -	COVER SHEET
002 -	SITE PLAN
003 -	C&DD RECLAMTION AND GRADING & DRAINAGE PLAN
004 -	DETAILS

Hatch Mott MacDonald
Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
5111 North 12th Avenue (32504)
P O Box 2518 (32513-2518)
Pensacola, Florida
Telephone (850) 484-6011 ¤ Fax (850) 484-8199

OWNER/DEVELOPER

TRILOGY CORPORATION OF
NORTHWEST FLORIDA, INC
120 E MAIN ST
PENSACOLA, FL 32501

ENGINEER
HATCH MOTT MACDONALD
5111 NORTH 12TH AVENUE
PENSACOLA, FL (32513-2518)
(850) 484-6011

Hatch Mott MacDonald
Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
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Pensacola, Florida
Telephone (850) 484-6011 Fax (850) 484-8199

SHORTLEAF BORROW PIT PHASE II W/ C&DD RECLAMATION FACILITY
ESCAMBIA COUNTY, FLORIDA

REVISION DESCRIPTION | DATE | BY

DATE MAY 2014
DESIGNED BY H JENKINS
DRAWN BY C RILEY
PROJECT ENGINEER H JENKINS
PROJECT MANAGER H JENKINS
H.M.M. PROJECT 335130

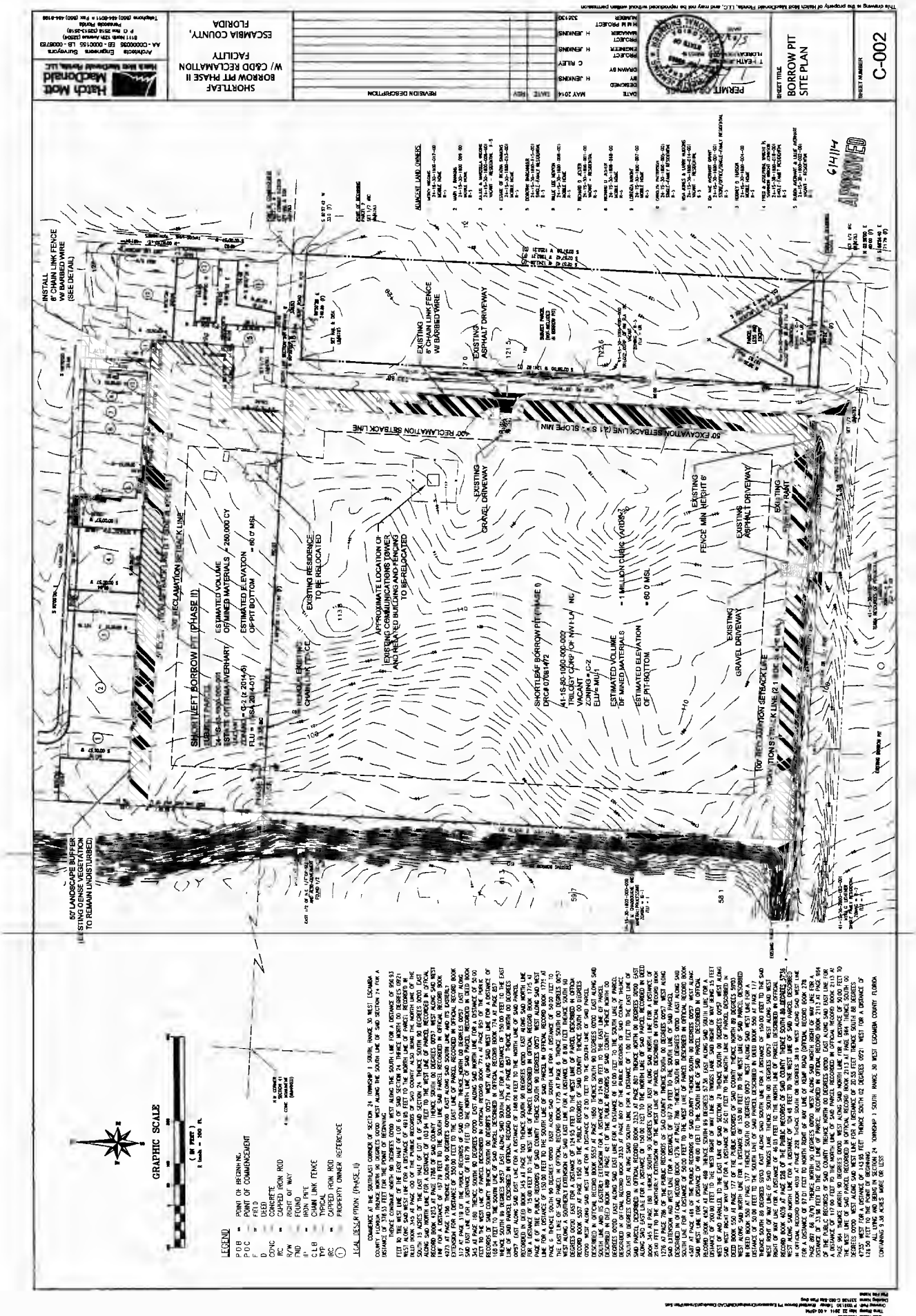
PERMIT
STATE OF FLORIDA
STEPHEN L. SZABO
69023
REGISTERED PROFESSIONAL ENGINEER
DATE

SHEET TITLE
COVER SHEET

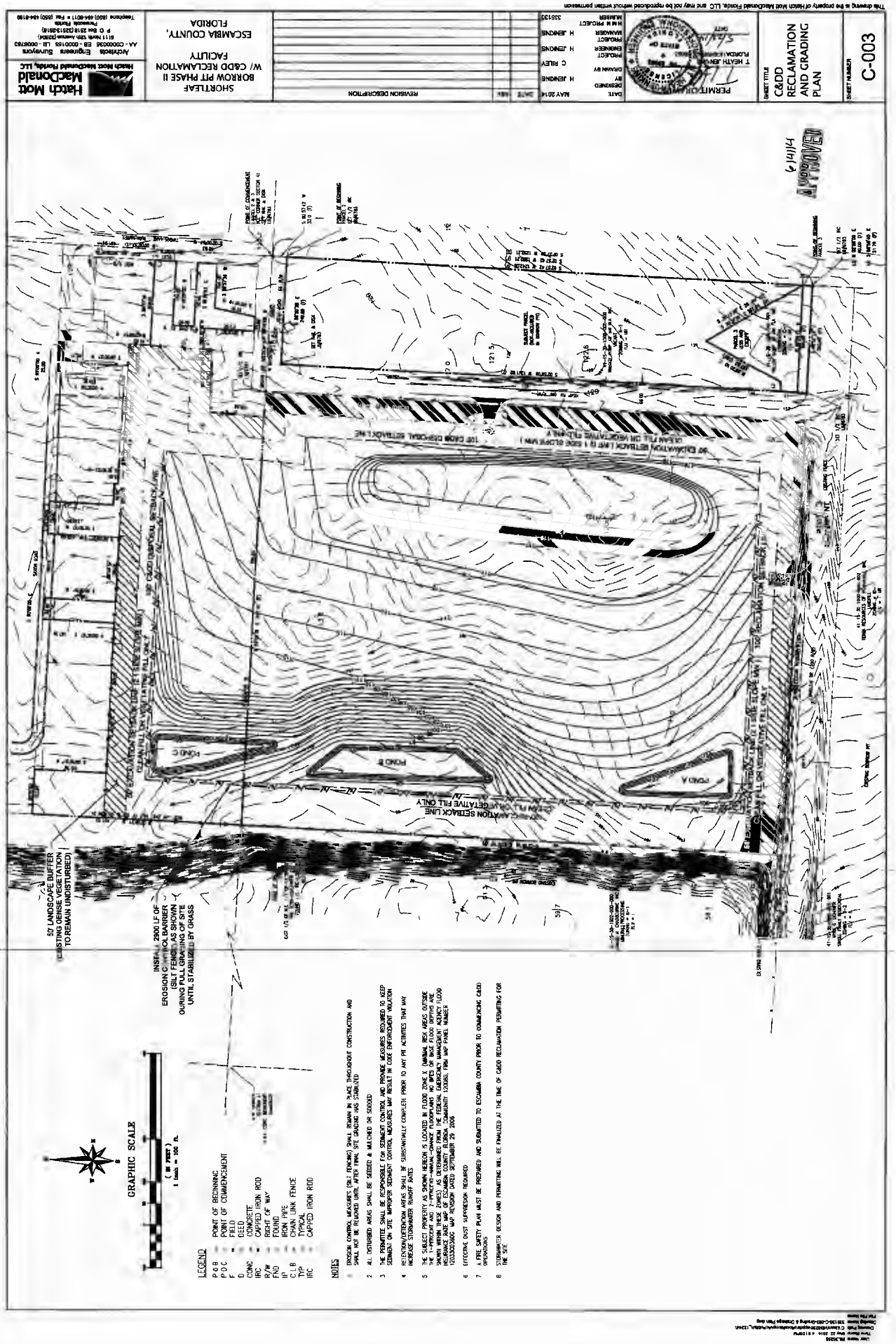
SHEET NUMBER
C-001

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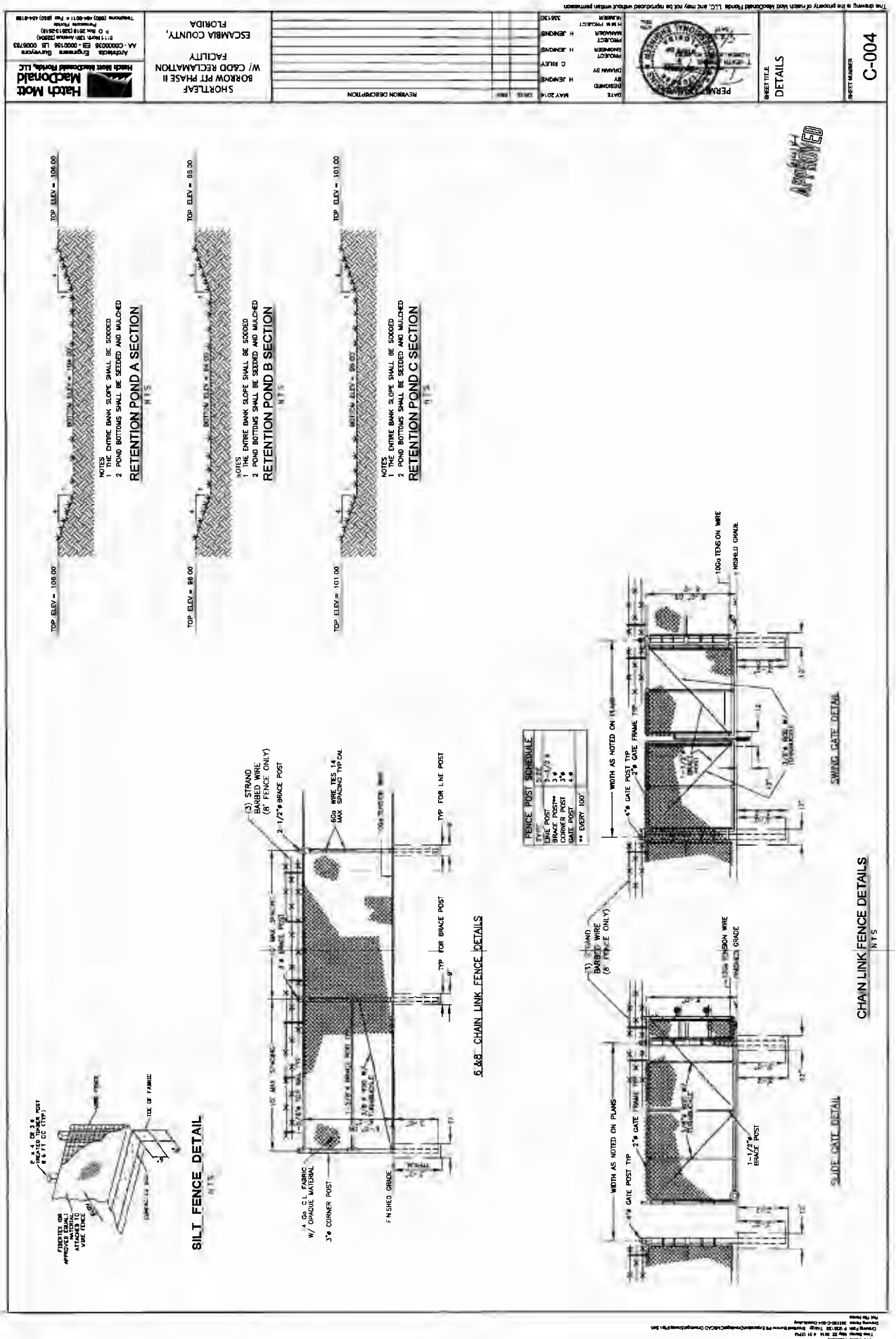
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SHORTLEAF C&D OPERATION PLAN

Note: The following is a DRAFT copy of the Operation Plan for Shortleaf that will be submitted concurrent with application to Escambia County Solid Waste for C&D Permitting. All Federal, State and Local regulations will be met at the time of application for C&D Permit.

OP.1 Accepted Waste

The Shortleaf Pit will accept construction and demolition debris. The materials accepted for "construction and demolition debris" will be in accordance with the definitions of F.A.C. 62-701.200 (24) shown below:

> *"Construction and demolition debris" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally result from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project;, except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris, if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.*

OP.2 Waste Receiving

Waste is received through the gate at the main entrance of the site. Fees are charged based on an estimation of the volume received. A sign indicating the name of the operating authority, traffic routing within the facility, hours of operation and specific site restrictions will be posted and visible to customers.

OP.3 Waste Control

Waste taken into the landfill will be inspected by landfill personnel for identifying any unauthorized waste, which includes, but is not limited to, free liquids, hazardous waste, medical waste, and PCB waste. If the spotter identifies the presence of unauthorized waste, the load will be rejected. Any unauthorized putrescible waste that is sorted out will be stored in covered containers and removed from the site within 48 hours. Non-putrescible waste will be stored in containers and periodically removed and transported to a facility authorized by the Department to receive such waste. In no case will unauthorized non-putrescible waste be stored for more than 30 days. Small volumes of hazardous waste (paint cans, etc.) are to be similarly segregated and periodically removed for proper disposal.

OP.4 Landfilling Operation

A trained operator will be onsite at all times when the landfill is open. Waste vehicles entering the site report to the landfill operator, who performs an initial inspection of the waste, estimates the volume of waste, and then directs the vehicle to the disposal area. The waste is unloaded and an additional inspection is conducted by a spotter, located at the working face, to verify acceptability. The term "spotter" refers to a person employed at the landfill whose job is to inspect incoming waste and to identify and properly manage any unauthorized waste received at the facility.

The C & D disposal area will be operated in phases. The horizontal boundaries of the waste disposal area, as authorized in the operating permit, will be clearly delineated with permanent or semi-permanent markers, such as bollards, posts, fencing or signs so that the operators can determine on a daily basis whether or not the facility is exceeding its permitted horizontal dimensions.

The disposal area bottom grade will be prepared by excavation (or filling) of the ground surface to the elevations shown on the grading plan. Generally the disposal areas will be filled by unloading the waste at the toe of the working face and pushing it up the slope with a compactor or bulldozer. However, due to the depth of the disposal area, there may be times that are beneficial to unload the waste at the top of the disposal area. The working face will be confined to as small an area as practical and at a slope not greater than approximately four feet horizontal to one foot vertical (25 percent) during the spreading operations. Lift depth will be up to a maximum of ten (10) feet, depending on the daily waste volume, width of the working face, and other operational conditions like weather, machine availability, and safety issues.

In the event waste is found to be disposed outside the permitted dimensions, Shortleaf will notify the Department within three working days of the discovery. If all waste is not relocated within the permitted dimensions of the facility within 30 days of discovery, upon order of the Department, the facility shall not accept any waste until the facility is in compliance with its permitted dimensions.

Recyclable materials may be recovered from incoming waste vehicles at the landfill operator's discretion. Waste vehicles containing these materials will be inspected at the scale house and rejected or accepted for material recovery. Vehicles hauling acceptable materials will be directed to the designated receiving area within the landfill footprint, where the waste will be unloaded. Spotters will sort all recyclable materials, which will be stockpiled or containerized for off-site processing. Recoverable materials will be stored onsite for no longer than 30 days and will be removed or landfilled on a first-in, first-out basis. Residual waste will be transported to the working face for disposal. Further, recyclable materials may be recovered from the working face when practical.

OP.5 Slope and Compaction

Final slopes were designed to match pre-development grades with the exception of the stormwater management facilities. These grades were established using the elevations of the existing site prior to excavation. The slopes around the pond, which includes the southwest slope of the disposal area, shall have a maximum grade of four feet horizontal to one foot vertical. Excavated subsurface slopes will be as steep as soil conditions and operations allow and are expected to be in the range from vertical to three feet horizontal to one foot vertical.

Proposed final surface contours are shown on Drawing No's. C-2 and C-3, respectively, prepared by Hatch Mott MacDonald. The bottom grades were set at approximately three feet above the groundwater elevations identified in the hydrogeological investigation. Compaction will be achieved by

making several passes over the waste with the landfill equipment, by the weight of the waste vehicles and subsequently disposed waste.

OP.6 Equipment

The equipment used onsite includes an excavator, dump trucks, and a compactor or bulldozer.

OP.7 Contingency Plan

OP.7.1 General

The Site Manager of the Shortleaf Disposal Facility is responsible for implementation of the Contingency Plan. In the event of an emergency or if the Shortleaf C&D facility is rendered inoperable, waste vehicles will be routed directly to the Navarre C&D landfill or the Escambia Landfill. This plan addresses the procedures to be followed in the event of fire, hazardous materials, or natural disaster at this facility.

During normal hours of operation, emergencies should be reported to the scale house attendant or Site Manager. The scale house attendant will notify the Emergency Response Coordinator (ERC), who is the Site Manager for Shortleaf C&D facility. The ERC (or designee) will notify the local Emergency Response Unit and onsite personnel of the emergency situation.

The ERC will assess the emergency situation according to its actual existence, source, severity, extent, most immediate impact, injuries, damage, and hazards to human health or environment. After assessment, the ERC will make all practical efforts to safely contain the situation by stopping processes and operations, evacuating and restricting areas and removing potential sources (fuel, equipment, etc.).

OP.7.2 Fire

The Fire Response plan is implemented when an employee or other person notifies the Emergency Coordination (ERC) of a fire. The ERC collects the information needed to evaluate the situation, size and location of the fire, amount of smoke, etc. If the ERC cannot evaluate the situation based on the telephone or radio conversation, the ERC should proceed to the area for observation. After assessing the situation, the ERC may order notification of the local fire department and possibly the evacuation of nearby buildings. The ERC will communicate his/her instructions to the site employees and any onsite customers.

In the case of a fire within the waste pile, reasonable efforts shall be made to immediately extinguish or control the fire with onsite resources. If the ERC determines the fire can be controlled with onsite resources, the ERC shall immediately:

1. Attempt to smother the fire by placing soil over the affected areas. Move all mobile equipment and mobile fuel tanks out of the area. Use a water truck as a last resort so as not to create contaminated runoff. Instruct operators to use the fire extinguishers mounted on the equipment for small fires or to control the spread of a fire.

2. Cease accepting waste for disposal in the area of the facility impacted by the fire for at least 24 hours after the fire has been completely extinguished. Check for hot spots and lingering ashes prior to resuming waste placement activities in the area of the fire.

3. Notify the Department and the local government having jurisdiction over the facility of the fire and of the fire control plan being implemented by the owner or operator;

If the fire cannot be extinguished or controlled within 48 hours, the ERC shall notify the local fire protection agency and seek its assistance, and shall also notify the local government and any neighbors potentially affected by the fire. The local fire department, Escambia County Emergency Response Unit, is accessible using the 911 emergency service.

OP.7.3 Hazardous Materials Discovered – No Spill
When hazardous materials are discovered but no spill has taken place, the following steps will be taken:

1. The spotter will determine whether there is an imminent threat of fire, explosion, release, or spill of the substance. If an imminent threat exists, the spotter will have the office call 911 to dispatch the Escambia County Emergency Response Unit to the site.

2. If it appears there is no imminent threat of fire, explosion, release, or spill, then the spotter will examine the container and determine its contents.

3. If the identity of the substance cannot be determined from examination of the container, then the spotter will call a commercial hazardous waste disposal service provider or call 911 for the Escambia County Emergency Management Unit (for large quantities or potentially dangerous substances). Information on the point of origin of the load that contained the hazardous material will be provided to the emergency response team.

OP.7.4 Hazardous Material – Spill or Release Occurs
Hazardous material spills or releases can occur in solid, liquid or gaseous form. An example of a spill of a solid hazardous substance that might be found at a C&D landfill would be quicklime. Examples of a liquid hazardous material that might be spilled include lead paint and diesel fuel. Examples of gaseous hazardous substances that might be spilled or released include propane gas (barbecue gas canisters) or acetylene gas.

Hazardous material spills and releases can pose the following types of threats:

1. Fires and explosions
2. Chemical burns
3. Asphyxiation
4. Poisoning, through skin contact, ingestion, or inhalation ("acute" health impacts)
5. Adverse long-term ("chronic") health impacts
6. Environmental contamination of air, soil, environmental receptors, surface water, or groundwater.

Less common or rare hazards include:

1. Biological hazards (bio-hazardous waste, poisonous reptiles, or poisonous insects)
2. Radiation.

If the C&D landfill operator or spotter becomes aware that a spill or release of hazardous materials has occurred anywhere at the site, they shall take the following actions:

1. Immediately evacuate the area of the release or spill, if possible. If a worker or site visitor is overcome and cannot evacuate the area, do not attempt rescue. Site workers are not equipped or trained to conduct rescue operations in hazardous material release or spill incidents. If a worker has "gone down" and rescue is attempted by other workers who are dressed and equipped similarly to the downed worker, they will also be overcome and need rescue.

2. Notify the office to call 911 to dispatch the Escambia County Emergency Response Unit to the site.

3. Take all steps necessary to prevent entry to the area of the release or spill until the area is secured by the Emergency Management team.

After the area is secured and the initial response action is completed, the following additional steps will be necessary:

1. Attempt to identify the hauler and/or point of origin of the load from which the hazardous substance was brought to the landfill, to help establish financial liability for the costs of the emergency response and continuing cleanup.

2. Engage properly qualified organizations to complete unfinished cleanup work and assess long-term effects to the site and the surrounding environment. If residual threats to worker safety remain after the initial response action, those threats shall be neutralized before workers can re-enter the affected area.

3. Monitor the health of the workers who were exposed to the released or spilled substances, as recommended by the emergency response manager or qualified health professional.

OP.7.5 Natural Disasters
Natural disasters can occur in many forms, but generally affect large areas and many people in a relatively brief period of time. They often will put a considerable strain on local government support agencies (fire, police, civil defense, etc.) to the extent that individuals and companies must accept the responsibilities of self-protection and recovery.

The actions listed here are general in nature and should supplement specific local government programs and existing plans that are more comprehensive. Local and State government agencies such as offices of emergency preparedness and fire departments can offer more detailed area specific information and guidance. Site personnel should learn the significance of and response to community warning signals. Portable radios should always be available to monitor the status of the emergency.

(A) Tornado Guidelines:

1. Notice: Typically, little advance warning is provided for tornadoes and personnel must respond quickly. Notice will usually come by:
   * Observation by a trained observer or individual who saw warning signs or an actual funnel.
   * A TORNADO WATCH, issued by the National Weather Service when the proper conditions exist that may cause a tornado to occur in the area.
   * A TORNADO WARNING, indicates a tornado has been sighted visually or by radar in the vicinity.

2. Monitoring: The ERC (or designee) should monitor the radio whenever a tornado watch is in effect for the area in which a facility is located. When a tornado warning is issued, the ERC (or designee) shall move to a safe location to watch the skies for tornadoes and continue to monitor the radio.

3. Shelter: Shelters should ideally be below grade, or if not feasible, above grade in an area without windows and of substantial construction. Typically, fire stairwells and washrooms are examples of appropriate shelter areas.
   * Interior corridors are less desirable as past incidents have indicated that they can become filled with flying glass or debris.
   * If the above shelters are not readily available, cover should be sought under heavy furniture, on the lowest floor, and away from windows, glass doors, etc. All office trailers should be evacuated, and those personnel should move to a more permanent shelter or lie flat in the nearest depression or ditch.
   * Personnel who are outdoors and cannot get to shelter should seek a low lying area, ditch or depression and lie flat. Leave vehicles and seek shelter in low lying areas.

(B) Hurricane Guidelines

Hurricanes, unlike tornadoes, provide some advance warning of their approach that should not be ignored. Coastal areas that have not experienced a damaging hurricane for some time may become complacent and ignore or minimize warnings. Such neglect can have catastrophic consequences and company personnel in affected areas must plan and train for these events. Mandatory evacuations may be required by authorities and the area should be vacated upon these notices. Furthermore, the area should be evacuated with adequate time allowed for travel, anytime a serious threat to life is expected.

1. Notice

The National Weather Service issues advisories on the location, strength and movement of hurricanes and tropical storms. They issue the following:
* A HURRICANE WATCH means that a hurricane may threaten coastal and inland areas, and that hurricane conditions are a real possibility. Persons in the areas of a WATCH should listen for further advisories.
*A HURRICANE WARNING is issued when a hurricane is expected to strike the area within 24 hours. Warnings may also include an assessment of flood danger, small craft warnings, gale warnings for the storm's periphery, estimated storm effects, and recommended emergency procedures.

2. Preparatory Activities

If there appears to be time, the following steps should be taken:
* Develop a checklist of required equipment and supplies.
* Construct shutters or other special covers for equipment as necessary. Place the shutters, covers, and supplies in a designated area which is readily accessible. Inform personnel that this material is for use during hurricanes and that the material is not available for routine use.

36 Hours Prior to Landfall
* Secure miscellaneous materials and equipment, including stacks, signs, tanks, etc.
* Lumber, metal pipe, cans, furniture, and small signs should be placed inside or anchored. Most damage is done by unsecured items blowing into buildings or equipment.
* Plan the time involved in these activities to avoid a last minute rush.
* Keep essential vehicles and equipment fully fueled.

24 Hours Prior to Landfall
* Trailers and temporary buildings shall be secured by commercial anchors set as prescribed by the manufacturer.
* Move personnel, computers, office equipment, vital records, etc., from trailer offices to more substantial structures.
* Ensure that auxiliary power units are functioning and ample fuel is available. Power may be out for several days.
* Check battery-powered equipment such as radios, flashlights, back-up lighting, etc.

16 Hours Prior to Landfall
* Cover electrical motors, switch gear, and critical equipment that must be used to operate the site with plastic, then tape and secure from high winds and rain.
* Clear low-lying areas that may be swept by high tides, waves and flooding.
* Stock food, water, portable lights, blankets, cots, and rope for personnel who must remain on site. Set up a control center.

12 Hours to Landfall
* Cover critical records and filing cabinets with plastic. If flooding could occur, raise cabinets off floor or place lower drawers on tables or shelves and cover with plastic and tape well.
* Critical laboratory instruments will have power disconnected, and will be sealed in plastic with a supply of drying agent. Instruments will be taken out of service, if feasible.
* Power will be disconnected from office machines, computers, training video equipment, etc.
* Items will be removed from the floor and wrapped in plastic.
* Assign an individual to monitor a portable radio to keep track of the storm progress.
* Critical computers will be left on until four hours prior to landfall, however, all supplies for securing will be kept close at hand, and personnel will be on duty to secure equipment. Equipment will be secured prior to personnel leaving location. Board up the windows on rooms where critical files, records, or equipment are located. Shutters should already be cut and fitted, with fasteners on hand.
* Send non-essential personnel home. Ensure that personnel who will remain on site have had time to take care of their families and secure their home.

4 Hours to Landfall
* Perform final checks on communications and auxiliary power units.

Landfall
* Retreat to most stable building or shelter during storm passage.

3. Shelter

Remain indoors during the hurricane. Blowing debris can injure or kill. See 'Tornadoes" Section 3 for more on shelter during strong winds.

(C) Flood Guidelines

Flooding can be caused by storms or other natural disasters. The National Oceanic and Atmospheric Administration (NOAA) issues flood forecasts and warnings through local government emergency operations and by local radio and television. The warning tells the expected severity of the flooding (minor, moderate or major), the affected body of water, and when and where the flooding will begin.

1. Flash Flood Watches and Warnings (Issued by the National Weather Service)

*A FLASH FLOOD WATCH indicates that flash flooding is possible within a designated watch area.
* A FLASH FLOOD WARNING is issued when a flash flood has been reported or is imminent. Immediate action should be taken to protect personnel.

2. Before the Flood

* Determine areas of property below possible flood levels. Know where high ground is.
* Keep a supply of batteries, flashlights, and a portable radio on hand.
* Keep materials such as sandbags, plywood, plastic sheeting and lumber available for emergency waterproofing.
* Store drinking water in clean, closed containers.
* Disconnect electrical equipment.
*Move vehicles and hazardous material to high ground.
* Secure tanks that may float.

3. During the Flood

* Avoid areas subject to sudden flooding.
* Do not attempt to cross a flowing stream.
* If evacuation occurs, secure the facility by anchoring floating items and locking the doors and windows.

4. After the Flood

* Do not use fresh food that has come in contact with flood waters.
* Test drinking water for potability.
* Do not handle live electrical equipment until it has been dried and inspected.
* Use battery-powered flashlights or lanterns, not oil or gas lanterns or torches, to examine or re-enter buildings.
* Do not attempt to drive over a flooded road. The depth of water is not always obvious.

OP.8 Access Control

Fencing, lockable gates, and natural barriers control access to the site. The gates will be locked after working hours. A trained operator will be onsite at all times when the gate is open.

OP.9 Training

All operators and spotters are required to take the following training courses. In addition, they are required to read and be familiar with the Operation Plan and Permit Conditions.

Training Courses

1. Construction and Demolition (C&D) Landfill Operators
    a. C&D Landfills: 24-Hour Training Course for Landfill Operators
    Provider: UF TREEO Center and SWANA-Florida Chapter
    Contact: (352) 392-9570 or www.treeo.ufl.edu.
    b. Other courses approved by FDEP
2. Spotter
    a. Eight Hour Spotter Training for C&D Sites
    Provider: UF TREEO Center and SWANA-Florida Chapter
    Contact: (352) 392-9570 or www.treeo.ufl.edu
    b. Other courses approved by FDEP

OP.10 Annual Reports

An annual report {Form 62-701.900(7)} will be prepared and submitted to the Department no later than April 1 of each year. The report shall include, at a minimum, the types and quantity of waste disposed.

OP.11 Fuels

Fuels, solvents, lubricants, and other maintenance materials will be stored in a secured area separate from the disposal operations.

OP.12 Landfill Gas and Odor Control

Landfill gas and odor is not expected to be a problem at the C&D site. Should an odor be detected, its origin will be identified and appropriate actions taken. In the event the facility is notified by FDEP that objectionable odors have been confirmed beyond the landfill property boundary, Shortleaf will take the following steps:

1. Immediately take steps to reduce the objectionable odors. Such steps may include applying or increasing initial cover, reducing the size of the working face, and/or ceasing operations in the areas where odors have been detected;

2. Submit to the Department for approval, an odor remediation plan for the gas releases. The plan shall describe the nature and extent of the problem and the proposed long-term remedy. The remedy shall be initiated within 30 days of approval.

3. Implement a routine odor monitoring program to determine the timing and extent of any off-site odors, and to evaluate the effectiveness of the odor remediation plan. Should landfill gas create concerns for the facility, Shortleaf will proactively investigate the matter and implement actions to control the gas. Use of passive gas vents and/or a continuous spark, solar powered flare that is mounted to an individual well (each of these devices are depicted in Appendix G of this report) may be employed at the discretion of Shortleaf.

OP.13 Recordkeeping

Records of all information used to develop or support the permit application and construction of the landfill shall be kept onsite throughout the design period. Records pertaining to operations, except weigh tickets, shall be kept for the design period of the landfill. Weigh tickets shall be kept for five years.

Florida Department of Environmental Protection
Bob Martinez Center
2600 Blair Stone Road, MS 715
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Hershel T. Vinyard Jr.
Secretary

Email David.Skipper@hatchmott.com

November 26, 2012

Mr. David Skipper
Trilogy Corp. of NW Florida, Inc.
120 East Main Street
Pensacola, Florida 32502

Dear Mr. Skipper:

Re: Mine Inspection Report – Shortleaf Borrow Pit - Escambia County

Thank you for having Gary Radford, Heath Jenkins, and AJ meet me for the field inspection of the referenced mine on November 14, 2012. A copy of the field inspection report is enclosed.

The estimated life of the mine was given as 5 years in 2006; this date has come and gone. An estimated extension of the life of the mine is requested. The estimated life of the mine should include the amount of time it takes for reclamation to be completed.

Please note the following: On October 1, 2007, the environmental resource permit (ERP) program was implemented for the first time in the Panhandle. This permit has been required in other areas of the state since October 1995. Unless an activity qualifies for an exemption, an ERP must be obtained from the Department or Northwest Florida Water Management District prior to the construction, alteration, operation maintenance or repair (excluding routine custodial maintenance), abandonment, or removal of a stormwater management system. This includes any dam, impoundment, reservoir, appurtenant work, or works (artificial structures, including, but not limited to, ditches, canals, conduits, channels, culverts, pipes, and other construction that connects to, draws water from, drains water into, or is placed in or across the waters in the state), or any combination thereof. For more information about the new, Northwest Florida ERP, please visit http://www.dep.state.fl.us/water/wetlands/erp/index.htm.

If you have any questions about this letter or the reclamation standards, do not hesitate to contact me at 850.488.8217 or via email at Angela.Bozeman@dep.state.fl.us

Sincerely,

Angela Bozeman
Environmental Specialist I
Mining and Mitigation Program

Enclosure: Inspection Report

Shortleaf Borrow Pit

Inspection Report: November 21, 2012
Date of Inspection: November 14, 2012
Participants: Gary Radford, Radford and Nix Construction, LLC
Heath Jenkins, Hatch Mott McDonald
Angela Bozeman, BMMR

Observations: Actively mining on the day of the inspection. Some concrete rubble stored on the site and reused elsewhere. A cell phone tower sits in the northeastern quarter of the property.

Photo stops:

Photo stop #1
Entrance into the property. The entire site has been fenced and has a locking gate.



Photo stop #2
Concrete to be recycled is being stored near the entrance to the pit.



Photo stop #3
The active area of material extraction. The two pits will be connected eventually.

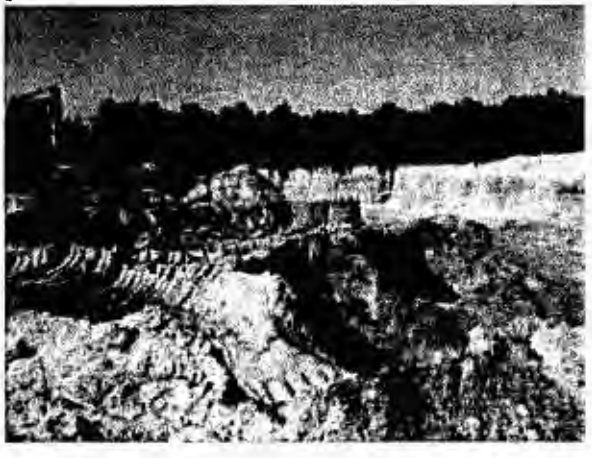


Photo stop #4
Looking south into the larger pit area. The steep pit walls can be seen on the right.



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Photo stop #5
Facing east, looking into the previously excavated areas. The cell tower can be seen.



2012 Aerial with photo stops



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Reclamation Inspection Cover Sheet (March 2012)

Permittee – Mine Name: Trilogy Corp. of NWFL - Shortleaf Borrow Pit Inspection Date: Nov. 14, 2012

Participants: Gary Radford, Radford M. Nix; Heath Jenkins, Hatch Mott McDonald

Inspected: ☒ Whole Project ☐ Part of Project: whole project

Use No also for N/A. On attached pages, explain every "Yes" response, and information provided from/to the operator.

Office Review

☐ Yes ☒ No Change in contact name, address, e-mail, or telephone numbers? If yes, update ERPce & Public Folders.

☐ Yes ☒ No Missing report(s) or notices? If yes, identify the missing report(s).

☐ Yes ☒ No Provided report or notice does not provide information required by the rules?

☐ Yes ☒ No Provided report shows conflict with reclamation plan or notice?

☒ Yes ☐ No BMMR permit shows conflict with reclamation plan or notice? (timing, project area, depths, contouring, vegetation) **An extension of the life of the mine is needed. The submitted notice stated the estimated life was until November 1, 2011**

NWFWMD Only

☒ Yes ☐ No Aerials or signs of recent stripping indicate alteration of surface flows expanded after October 1, 2007?

☐ Yes ☒ No Dam that may not have a NWFWMD permit pursuant to Chapter 40A-4, F.A.C.?

Other Resources Mines Only

Total Property Acres (from GIS):	30	☐ Yes ☒ No	Onsite material processing?
Nonmandatory Acres (from aerials):	0	☐ Yes ☒ No	Will a lake remain after reclamation?
Mandatory Acres:	18	☒ Yes ☐ No	Operator needs Ch 62C-39, F.A.C.? given a copy onsit
Estimated Future Mandatory Acres:	10	☒ Yes ☐ No	Mine location correct?
Estimated end of mining:	2017		

Mined Resources: Fill dirt, clay

Mining

☐ Yes ☒ No Mining operations ceased? If yes, when: _____ When expected to resume operations? _____

☐ Yes ☒ No Extraction completed?

☐ Yes ☒ No Mining operations occurring outside the area shown in the reclamation plan/notice?

☐ Yes ☒ No Extraction occurring outside the area shown in the reclamation plan?

☐ Yes ☒ No New or modified permits to be included with the reclamation plan/notice?

Annual Reports

☐ Yes ☒ No Current site conditions progressed beyond the last annual report?

☐ Yes ☒ No Current site conditions conflict with last annual report?

Reclamation

☐ Yes ☒ No Nonmandatory reclamation started? If yes, where?

☐ Yes ☒ No Mandatory reclamation started? If yes, where?

☐ Yes ☒ No Areas where mandatory reclamation will be starting? If yes, where?

☐ Yes ☒ No Areas where mandatory reclamation should have started, but hasn't? If yes, where?

☐ Yes ☒ No Available overburden not being used to reduce sheer walls?

☐ Yes ☒ No Have final shorelines remained untreated for more than one year?

☐ Yes ☒ No Have final sheer walls remained untreated for more than one year?

☐ Yes ☒ No Have contoured areas remained incompletely vegetated for more than one year?

☐ Yes ☒ No Any areas where reclamation of a lower layer is being delayed? If yes, where? (limestone mines only)

☐ Yes ☒ No Are there any problem that may result in a violation of reclamation standards?

Enforcement

☐ Yes ☒ No Was there a complaint? If yes, describe the complaint and the observations relating to the complaint.

☐ Yes ☒ No Not in compliance with Consent Order requirements?

Water Quality Protection (If not BMMR permit, refer to permitting agency.)

☐ Yes ☒ No Sediment/turbidity control devices not installed between unstable material and adjacent surface waters?

☐ Yes ☒ No Spoil, resource or debris not being maintained within the property?

☐ Yes ☒ No Water discharging from the project area through a permitted discharge point appears turbid or shows a sheen?

☐ Yes ☒ No Water discharging from the project area other than at a permitted discharge point?

☐ Yes ☒ No Petroleum or other chemicals visible on the ground or in surface waters?

Notes:
- perimeter fenced and entrance gated
- Actively mining on the day of the inspection
- No offsite run-off seen, Cell tower onsite
- Concrete rubble is brought onsite and used for other projects. Operator stated the concrete is used frequently
- Operator stated the front has a 200ft setback and the rest has a 100ft set back

Prepared By: Angela Bozeman Attachments: ___ # of attached description pages, ___ # of attached photographs

Permittee – Mine Name: Trilogy Corp. of NWFL - Shortleaf Borrow Pit Inspection Date: Nov. 14, 2012


PHASE II
24-1S-30-1600-000-001
+/- 9.38 ACRES
SSA 2014-01 FLU INDUSTRIAL
ADOPTED- BCC 4-29-14
REZONING Z-2014-05- TO C-2
ADOPTED-BCC 4-29-14
PHASE II -
BORROW PIT PROPOSED OPERATIONS
APPLICANT SITE PLAN SUBMITTED 5-9-14
DEVELOPMENT ORDER ISSUED 6-4-14
BCC PUBLIC HEARING 7-10-14
FLU INDUSTRIAL
FLU MU-U
PHASE I
41-1S-30-1000-000-000
29.63 ACRES
BORROW PIT EXISTING OPERATIONS
ZONING:C-2
FLU:MU-U
RECLAMATION PLAN
APPROVED by BCC 11-01-07
+/- 6.64 ACRES
RECORDS INDICATE
NO ACTIVITY ON-SITE
SHORTLEAF BORROW PIT
LUDLOW
CUTTER
TWIGGS
SAXON
BAYOU MARCUS
KEMP
FOUNTAIN
LONGLEAF
0 60 120 240 360 480
Feet
Legend
SHORTLEAF PHASE II
SHORTLEAF PHASE I
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR


SAXON
TWIGGS
BAYOU MARCUS
ID-1
C-2
KEMP
R-5
FOUNTAIN
CORNELIUS
C-1
LONGLEAF
R-2
SHORTLEAF BORROW PIT
ZONING
0 50 100 200 300 400
Feet
Legend
SHORTLEAF PHASE
SHORTLEAF PHASE
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR


SAXON
BAYOU MARCUS
MU-U
LONGLEAF
CORNELIUS
FOUNTAIN
SHORTLEAF BORROW PIT
FLU
0 50 100 200 300 400
Feet
Legend
SHORTLEAF PHASE II
SHORTLEAF PHASE I
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS



THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS




ROLLING HILLS
LAKE FRANCIS
TILLMAN COVE
OLIVE HEIGHTS
WEDGEWOOD
ROSEMONT
VICTORY HEIGHTS
OAKFIELD ESTATES
Woodham Middle School
Greyhound Bus Station
Bellview Athletic Park
Pine Forest High School
Shortleaf Site
Rolling Hills Site
Waste Management
Sam's Fun City
PINE FOREST
MIDLAND PARK
RANDAL OAKS PHASES
PEEPPER RIDGE
MARCUS POINTE
MARCUS POINTE COMMERCE PARK
FOREST PINES
BELLVIEW PINES
Rolling Hills Rd
Wingfoot Way
Kemp Rd
Longleaf Dr
Longleaf Dr
Blossom Trail
Pensacola Blvd
N Palafox St
E Oakfield Rd
North W St
Sumpfield Rd
Industrial Blvd
W Airport Rd
10
10
29
29
95A
95A
742
742

SITE PLAN
RESOURCE EXTRACTION DEVELOPMENT ORDER
with Concurrency Certification

"Borrow Pits and Reclamation Activities"

Project: Shortleaf Borrow Pit with C&DD
Location: 6841 Kemp Rd
Development Review #: PSP140500046
Property Reference #: 24-1S-30-1600-000-001
Future Land Use: I
Zoning District: C-2
Flood Zone: X
Exhibit A: Reclamation Plan
Exhibit B: Request for Exception to Reclamation Units Requirements
Exhibit C: Fire Safety Plan Requirement

PROJECT DESCRIPTION

Further development of a 29.63-acre site as a borrow pit to include an additional 9.38-acres with subsequent reclamation through construction and demolition debris (C&DD). An existing residence will be removed from the site. Existing access on Longleaf Drive and Kemp Road will serve extraction and reclamation uses.

As documented in the attached Exhibit B (Request for Exception to Reclamation Units Requirements), Trilogy Corporation is requesting an exception to the reclamation unit limit of five acres.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein. No building construction has been approved.

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. 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.

6. 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.

SPECIAL PROJECT CONDITIONS

1. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, Chapter 86, Division 3, *C&DD Facilities*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

2. Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioner must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.

3. Upon County approval of the executed Avigation Easement (if required), and prior to the issuance of any permit for Borrow Pit activities, the easement shall be recorded in the public records of Escambia County.

4. Prior to any C&DD or LCD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department.

5. Each freestanding sign is limited to a minimum 10 feet setback from rights-of-way and must maintain visual clearance along rights-of-way and at driveways and intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, construction, altering, or relocating any site signage.

6. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition (LDC 7.07.07.J).

7. No person shall cause, suffer, allow, or permit the discharge into the air of dust, fume, gas mist, odor, smoke, or vapor or any combination thereof so as to constitute a nuisance as defined in the Code of Ordinances (Sec. 82-227(2)c).

8. Operational hours for receiving materials are limited to Monday through Friday between 7:00 am and 5:00 pm. Saturday hours will be limited to 8:00 am until 2:00 pm. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th (Sec. 82-227(2)e).

9. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

10. Commencement of reclamation shall begin within one year of completion of excavation, Sec. 42-323(3). However, prior to any C&DD/LDC activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Development Services Department. The applicant shall provide once a year to Department of Solid Waste a timeline of borrow operations. The report should include approximate volume removed and volume remaining. One year prior to ceasing borrow pit operations all C&DD permits shall be applied for.

11. Fencing is required on all boundaries. Any boundary that abuts developed property or a public road shall require a barrier that is a fence or vegetative buffer, a minimum of six feet in height and made of wood or other type approved material that prevents visibility and limits access. Vegetative buffering may be required as deemed necessary by the County (Sec. 82-227 (2)a).

12. A substantially built, aesthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged. Gates for access shall be locked at all times during non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier (LDC 7.07.07.G).

Development Review Committee (DRC) Recommendation

Having completed development review of the **Shortleaf Borrow Pit with C&DD,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Director, Development Services Department — Date: 6-4-2014

EXHIBIT
tabbies
A
ENTERED ON: 5914
RECD MAY - 9 2014

Sutton Properties, LLC

Shortleaf Borrow Pit Phase II Reclamation Plan

1. Reclamation activity shall involve the filling of the excavated areas with "construction and demolition debris" as defined by 62-701.200 (24) Florida Statutes.

2. Reclamation activity shall be in conformance with Florida Statutes 62-701.730, Escambia County ordinance 2006-24 [Section 82-227(3) and Section 82-234], and all other applicable local, federal and state reclamation standards, and would not begin until all permits from FDEP have been obtained.

3. Final grades of reclaimed areas will not exceed previously existing grades at the site, with allowance for closure and capping to prevent stormwater intrusion into the debris pile. At no time shall the operational height exceed the permitted height.

4. Footprint setback shall be a minimum of 100 feet from the property boundary for C&DD activities. In order to accomplish this setback, clean fill or vegetative debris may be used to fill from existing excavation limits.

5. Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 8:00 a.m. to 2:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th.

6. Reclamation activity will be accomplished in one unit once mining activities have ceased. This unit would include the entire site (Phases I and II) within the required buffers as shown on the site plan. The proposed reclamation activity is required as necessary to comply with the FDEP permitting requirements (F.S. 62-701.730), site constraints and traffic safety considerations.

7. The time frame for excavation of the site is estimated to be approximately 5 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to commence C&D activities. Once C&D activities commence, it is estimated that the reclamation activities would take approximately 10 years to complete. Therefore, based upon approval in 2014, the anticipated date of completion would be December 2030.

8. Financial assurance for closure and reclamation will be provided as required to comply with the FDEP permitting requirements (F.S. 62-701.730) for C&DD facilities.

9. Volume reduction may not be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal.

10. Reclamation activities shall commence within one year of cessation of mining operations and shall include re-vegetation as early as practical.

EXHIBIT
tabbies
B
ENTERED ON 5/28/14
BY:
REC'D MAY 23 2014

Trilogy Corporation of Northwest Florida, Inc.
& Sutton Properties, LLC

Shortleaf Borrow Pit Reclamation Plan

Request for Exception to the reclamation Unit Requirements

The Escambia County Code of Ordinances Article VIII, Sec. 42-323(3) states that *"The reclamation plan shall include a process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, unless the terms of the development order provide for an exception"*. We are asking that the terms of the Development Order provide an exception to this requirement, so that the site may be mined in one unit, which would include the entire site (to include both Phases I and II) within the buffer and slope requirements. There are several reasons that C&D reclamation could not start as mining is completed in 5-acre increments and each is discussed below:

- A FDEP permit for C&D Facilities is required to begin C&D operations. A FDEP permit requires a site plan for the entire site, which requires the owners to establish where the pit floor will be in relationship to groundwater across the site and where the final storm water retention area(s) will be for the entire site. Some of this engineering cannot be feasibly completed until a substantial portion of the site is mined. It would be extremely difficult to get a separate FDEP permit for each 5-acre section of mined area based on the County's slope requirements alone. C&D operations already require a 100' setback at the FDEP level, which provides an extra 50' of stability for the side walls to satisfy any County concerns until the C&D reclamation can commence.

- The five acres limit to begin C&D reclamation activities is too small of an area on this site to reasonably conduct both operations (C&D and mining) at the same time. To begin reclamation activities for C&D while mining operations are still active at the site would create unnecessary conflicts due to the increased truck traffic for both activities. C&D pits require trained spotters to inspect loads coming in and truck staging on site in addition to heavy compacting equipment and cover operations. This coupled with the requirements of having an area to inspect and record trucks leaving with mined material, will create operational conflicts that could be avoided by separating mining activities and C&D activities and reclaiming the site in one unit. Additionally, simultaneous operation would increase the traffic to and from the site and result in an increased use of Longleaf and Kemp and the associated driveways.

- To immediately start C&D activities on this site (after the first five acres of area is mined) would also mean that two active C&D facilities (along with borrow pit operations) would be operating in this immediate area (C&D activities are currently ongoing at the Waste Management Longleaf Facility). We feel it would be in everyone's best interest to commence only borrow pit operations at this time, then in 5-6 years commence C&D operations on the Shortleaf site – in which time it is reasonably assumed that the Longleaf C&D facility would be closed.

EXHIBIT
tabbies
C

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

June 3, 2014

Horace Jones, Interim Department Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

Mr. Jones:

This letter is in reference to the Final DRC Application for the Shortleaf Borrow Pit project located at 6841 Kemp Road (SP PSP140500046). The proposed scope of the DRC Application indicates Phase II of the Shortleaf Borrow Pit project is to be converted into a reclamation facility. Escambia County Fire-Rescue has been working diligently throughout the DRC process to ensure that Phase II will meet the requirements of the Florida Fire Prevention Code. At this time, we are going to accept the plans that were submitted for the DRC review. However, the facility has yet to produce a Fire Safety Plan as required by the 2010 Florida Fire Prevention Code. We will require that a Fire Safety Plan be provided by the facility, prior to the commencement of any reclamation activities taking place. The Fire Safety Plan will need to meet the current Florida Fire Prevention Code in place at the time of the submittal. The Fire Safety Plan will need to be reviewed and approved by the Office of Fire Prevention for Escambia County Fire-Rescue.

Please contact me with any questions or concerns at (850) 595-1814.

Sincerely,

Joseph E. Quinn
Fire Marshal
Escambia County Fire~Rescue

Cc: T. Heath Jenkins, P.E.

THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

SITE PLAN DEVELOPMENT ORDER and RESOURCE EXTRACTION PERMIT with Concurrency Certification

Project: Shortleaf Borrow Pit with C&DD
Location: 2022 Longleaf Drive
Property Reference #: 41-1S-30-1000-000-000
Flood Zone: X

Future Land Use: MU-1
Zoning District: C-2
Development Review #: 07081472

PROJECT DESCRIPTION

Redevelopment of a 29.63-acre site as a borrow pit with subsequent reclamation through construction and demolition debris (C&DD) disposal. The existing communication tower and associated improvements will be removed. The same single paved access on Longleaf Drive will serve extraction and reclamation uses. No tree protection applies to the excavation area of the site, but all existing perimeter vegetation will be retained as buffering for adjoining uses. No on-site facilities will require potable water or sanitary sewer service. As documented in the attached BCC meeting resume excerpt, on 11-1-07 the Board approved both the C&DD use and an exception to the reclamation unit limit of five acres.

This project is a revised design of a previously approved site plan (DRC# 06081512) for the purpose of including a required BCC-approved reclamation use for the site. **This County approval voids the Development Order for Shortleaf Borrow Pit approved 10-18-06 without a reclamation use, and fully replaces the 2-sheet site development plan, its drawings, specifications, and requirements**.

GENERAL PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval, the associated permit, and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the approval conditions listed herein. No building construction has been approved.

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 regulated by state or federal agencies may commence unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.

5. 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.

6. A copy of this Development Order and the approved site development plan must be maintained and readily available on site once any activity has begun.

SPECIAL PROJECT CONDITIONS

1. Total 29.63-acre site sign area, wall and freestanding, is limited to 1518 sq.ft. (1012.05 x 1.5). Freestanding signage is additionally limited to four signs, a maximum 150 sq.ft. in area and 20 feet in height, and a minimum 200 feet between. Each freestanding sign is limited to a minimum 10 feet setback from rights-of-way and must maintain visual clearance along rights-of-way and at driveways and intersections. A valid Escambia County Sign Permit must be obtained prior to erecting, constructing, altering, or relocating any site signage.

2. All provisions of the Escambia County Code Of Ordinances as amended, including but not limited to Chapter 42, Article VIII, *Borrow Pits and Reclamation*, Chapter 86, Division 3, *C&DD Facilities*, and the Land Development Code, Section 7.07.00, *Standards Regulating Adverse Off-site Impacts*, shall apply and are conditions of site plan approval.

3. The relocation and reconstruction of the existing communications tower on another site will require separate site plan review and approval through the DRC.

4. Commencement of reclamation shall begin within one year of completion of excavation. However, prior to any C&DD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Planning and Engineering Department.

Development Review Committee (DRC) Final Determination

Having completed development review of the revised **Shortleaf Borrow Pit with C&DD** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

☑ Approve — The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐ Deny — The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Director, Planning and Engineering Department — Date: 11-7-07

Attachments: BCC meeting resume excerpt.

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

5. Recommendation: That the Board, at the 5:48 p.m. Public Hearing, take the following action:

   A. Review and approve or deny the proposed construction and demolition debris facility reclamation use of the proposed Shortleaf Borrow Pit on Longleaf Drive, requested by Hatch Mott MacDonald Florida, LLC, Agent for Trilogy Corporation of Northwest Florida, Inc., Owner and Developer; and

   B. Review and approve or deny the proposed exception for the Shortleaf Borrow Pit reclamation plan to the process for reclaiming mined-out land in reclamation units so that no more than five acres of mined-out land are exposed at any one excavation site, allowing reclamation in only one unit for the entire site following the completion of all excavation operations.

   Approved 4-0, with Commissioner White temporarily out of Board Chambers

   Speaker(s):

   Scott Miller
   Rodney Sutton

6. Recommendation: That the Board, at the 5:49 p.m. Public Hearing, adopt an Ordinance amending *(Part III of the Escambia County Code of Ordinances [1999])*, the Escambia County Land Development Code; amending Article 3, "Definitions," *(to provide a definition of "storage container, portable")*, and creating Subsection 6.04.12, to establish a requirement for a Land Use Certificate for portable storage containers in residential zoning districts; providing for severability, inclusion in the Code, and an effective date.

   Approved 5-0

   Speaker(s) – None.

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

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

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

STANDARD PROJECT CONDITIONS

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

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

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

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

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

6. The date of issuance of this permit is 14th day of July, 2015, and the effective date is July 7, 2015. The expiration date of this permit is July 7, 2020.

Horace Jones
County Staff Designee (*Please Print*)

Signature

I acknowledge receipt of this permit on the 13 day of July, 2015.

Neal Nash
Property Owner (*Please Print*)

Signature

RESUME OF THE REGULAR BCC MEETING – Continued

REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, approve and authorize, or deny, the request for the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Shortleaf Borrow Pit.

Approved 5-0, to issue the permit

Speaker(s):

Willie Lawrence
Jesse Rigby

12. Recommendation: That the Board , at the 5:34 p.m. Public Hearing, adopt an Ordinance amending Volume 1, Chapter 10, Article 1, Section 10-25, of the Escambia County Code of Ordinances, to extend the sunset provision regarding dog parks on Pensacola Beach.

Approved 5-0

Speaker(s) – None.

CLERK OF COURTS & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court & Comptroller

I. CONSENT AGENDA

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

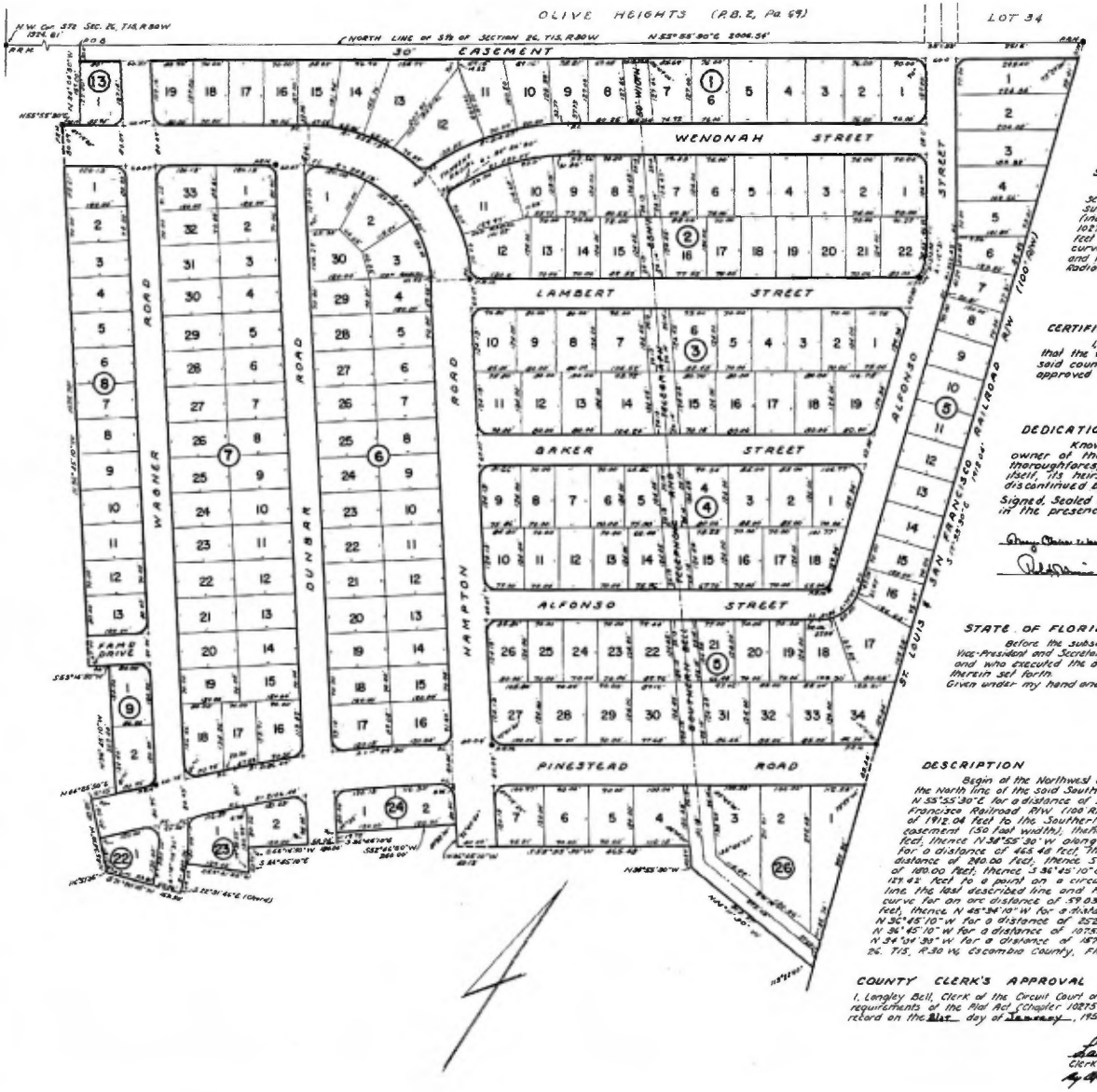
   A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 25, 2015;

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

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

Approved 5-0

PB 5 PG 14



WEDGEWOOD

UNIT NO. 1

A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 26, T1S, R30 W

ESCAMBIA COUNTY, FLORIDA

SCALE: 1" = 100'

R D HINSON
REGISTERED FLA. LAND SURVEYOR NO. 825
DEC., 1958

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that this plat is a correct representation of the land described hereon and that said land has been subdivided and staked as indicated, that Permanent Reference Monuments (indicated P.R.M.) have been placed as required by the Plat Act (Chapter 10275 of the 1925 Acts of the Legislature of Florida), that the sign (') means feet or minutes, and the sign (") means degrees, that all dimensions shown on curves are arc dimensions, that all street corners have a radius of 25.0 feet, and that all side lot lines are radial or 90° unless otherwise marked Non Radial.

Robert D. Hinson
Registered Fla Land Surveyor No 825

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, Langley Bell, County Clerk of Escambia County, Florida, hereby certify that the within plat being presented to the Board of County Commissioners of said county at their meeting held on the 6th day of January, 1959 was approved for recording.

Langley Bell
County Clerk, Escambia County, Florida
By Stella Spivey, Deputy Clerk

DEDICATION

Know all men by these presents that May First Corporation is the lawful owner of the land herein subdivided, hereby dedicates to the public all roads, thoroughfares, easements, and rights-of-way as shown hereon, reserving to itself, its heirs, and assigns, the reversion or reversions thereof whenever discontinued by law.

Signed, Sealed and Delivered in the presence of:

May First Corporation

James H. Godwin, Vice President

J. M. Kirchmaier, Secretary

STATE OF FLORIDA, COUNTY OF ESCAMBIA

Before the subscriber personally appeared James H. Godwin and J. M. Kirchmaier, respectively Vice-President and Secretary of May First Corporation, known to me to be the persons described in and who executed the dedication and acknowledged they executed the same for the purposes therein set forth.

Given under my hand and official seal this 9th day of Jan., 1959.

Notary Public, State of Florida
My commission expires: Nov. 4, 1962

DESCRIPTION

Begin at the Northwest corner of the South half of Section 26, T1S, R30W, thence N.55°55'30"E along the North line of the said South half for a distance of 1924.81' to the point of beginning; thence continue N.55°55'30"E for a distance of 2006.54 feet to the Westerly right-of-way line of the St Louis & San Francisco Railroad R/W (100 R/W); thence S 17°33'39"E along the said right-of-way line for a distance of 1912.04 feet to the Southerly right-of-way of the Southern Bell Telephone and Telegraph Company's easement (50 foot width); thence N 84°11'30"W along the said easement line for a distance of 313.77 feet, thence N 38°55'30"W along the said easement line for a distance of 48.99 feet, thence S 55°55'30"W for a distance of 465.48 feet, thence N 36°45'10"W for a distance of 40.13 feet, thence S 53°44'50"W for a distance of 280.00 feet, thence S 36°45'10"E for a distance of 19.76 feet, thence S 53°14'50"W for a distance of 180.00 feet, thence S 36°45'10"E for a distance of 58.77 feet, thence S 28°41'35"W for a distance of 139.42 feet to a point on a circular curve, concave to the Southwesterly, said curve having as a radial line, the last described line and having a radius equal to 840.00 feet, thence Southeasterly along the said curve for an arc distance of 59.03 feet, thence S 71°20'15"W along a radial line for a distance of 153.50 feet, thence N 65°24'40"W for a distance of 181.80 feet, thence N 24°55'50"E for a distance of 32.45 feet, thence N 36°45'10"W for a distance of 252.40 feet, thence S 53°14'50"W for a distance of 40.00 feet, thence N 36°45'10"W for a distance of 1075.70 feet; thence N 55°55'30"E for a distance of 34.19 feet, thence N 34°04'30"W for a distance of 187.00 feet to the point of beginning. All lying and being in Section 26, T1S, R30 W, Escambia County, Florida.

COUNTY CLERK'S APPROVAL

I, Langley Bell, Clerk of the Circuit Court of Escambia County, Florida, hereby certify that this plat complies with all the requirements of the Plat Act (Chapter 10275 of the 1925 Act of the Florida Legislature) and the same was filed for record on the 21st day of January, 1959, in Plat Book 5 of the records of Escambia County, Florida, at Page 14.

Langley Bell
Clerk of Circuit Court, Escambia County, Fla
By Stella Spivey, Deputy Clerk

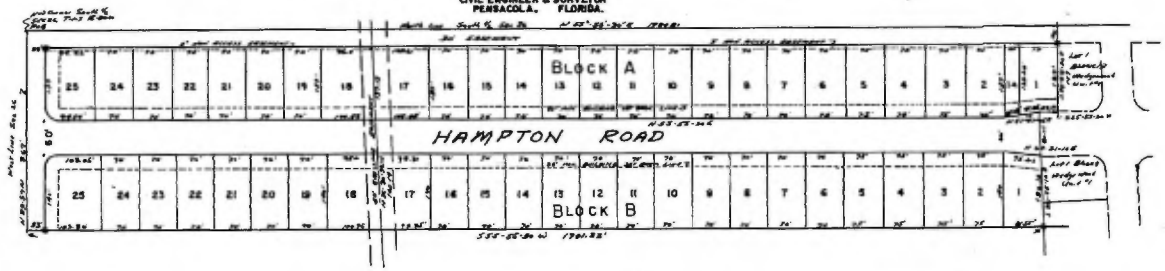
WEDGEWOOD

UNIT No. 2

A SUBDIVISION OF THE SOUTH HALF OF
SECTION 26, T-1-S, R-30-W.
ESCAMBIA COUNTY, FLORIDA.

SCALE- 1" = 100' DATE- SEPT. 1969

THOMAS E BENSON
CIVIL ENGINEER & SURVEYOR
PENSACOLA, FLORIDA.



DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 26, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA. THENCE RUN NORTH 55°-55'-30" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTION 26 FOR 1924.81 FEET TO THE NORTH CORNER OF WEDGEWOOD, UNIT No.1, RECORDED IN PLAT BOOK 5 AT PAGE 14 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. THENCE RUN SOUTH 34°-04'-30" EAST FOR 157.00 FEET TO THE NORTHERLY RT. OF WAY OF HAMPTON ROAD. THENCE RUN SOUTH 55°-55'-30" WEST FOR 34.19 FEET. THENCE RUN SOUTH 36°-45'-10" EAST ALONG THE WESTERLY LINE OF WEDGEWOOD, UNIT No.1, FOR 210.23 FEET. THENCE RUN SOUTH 55°-55'-30" WEST FOR 1901.22 FEET TO THE WEST LINE OF SECTION 26. THENCE RUN NORTH, 33°-57 WEST ALONG THE WEST LINE OF SECTION 26 FOR 367.00 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 26 AND THE POINT OF BEGINNING.

NOTES:

● INDICATES P.R.M.
ALL CORNER LOTS ROUNDED BY 25' RADIUS UNLESS OTHERWISE NOTED.
ALL SIDE LOT LINES ARE PERPENDICULAR OR RADIAL TO STREET LINES UNLESS OTHERWISE NOTED.
N.R. INDICATES NON-RADIAL.
ALL DISTANCES ALONG CURVES ARE CHORD DISTANCES UNLESS OTHERWISE NOTED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT MAY FIRST CORPORATION, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON DO HEREBY ADOPT AND APPROVE THIS PLAT AND DEDICATE TO THE PUBLIC THE STREETS AND DRAINAGE EASEMENTS INDICATED HEREON.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Vera M. Walker

MAY FIRST CORPORATION

Dale T. Dean
PRESIDENT

Patrick G. Emmanuel
SECRETARY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED DALE T. DEAN, PRESIDENT, AND PATRICK G. EMMANUEL, SECRETARY, OF MAY FIRST CORPORATION KNOWN TO ME TO BE THE INDIVIDUALS WHO EXECUTED THE ABOVE DEDICATION AND ACKNOWLEDGE THAT THEY EXECUTED THE SAME FOR THE PURPOSE THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS 24th DAY OF August 1969

Vera M. Walker
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 6/9/72

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE LAND HAS BEEN SURVEYED AND SUBDIVIDED AS SHOWN HEREON, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS REQUIRED BY THE PLAT ACT (CHAPTER 10275, OF THE 1925 ACTS OF THE LEGISLATURE OF FLORIDA). THAT THE MAP AND SURVEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Thomas E Benson
REGISTERED FLORIDA SURVEYOR No. 1041

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, J.A. FLOWERS, COUNTY CLERK OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THE WITHIN MAP BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 5 DAY OF SEPT., 1969, WAS APPROVED FOR FILING BY SAID BOARD.

J A Flowers
COUNTY CLERK, ESCAMBIA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE

I, J.A. FLOWERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 10275 OF THE 1925 ACTS OF THE LEGISLATURE OF FLORIDA) AND THE SAME WAS FILED FOR RECORD ON THE 8 DAY OF SEPT. 1969 IN PLAT BOOK 7 OF SAID COUNTY AT PAGE 59

J A Flowers
CLERK OF CIRCUIT COURT, ESCAMBIA COUNTY, FLORIDA

PB 7 PG 59

T-59

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13353 **Growth Management Report** **15. 1.**
BCC Regular Meeting **Action**
Meeting Date: 12/14/2017
Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure - 8581 Acapulco Camino
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with Neil Blanchard, for construction of a seawall at 8581 Acapulco Camino, Parcel I.D. # 33-2S-31-2400-039-001. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BACKGROUND:

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (b)(4)b**:

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

2.Hold harmless agreement. An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BUDGETARY IMPACT:

No budgetary impact is anticipated by approving this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
No additional personnel are required for implementation of this agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board Chairman will need to sign the hold harmless agreement.

IMPLEMENTATION/COORDINATION:
This agreement will allow for permitting of the requested seawall.

Attachments

Release of Claims For Damages, Hold Harmless, and Indemnification Agreement

---

This document prepared by:
NEIL BLANCHARD
8581 ACAPULCO CAMINO
PENSACOLA, FL
32507
(name and address)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS,
AND INDEMNIFICATION AGREEMENT
(Individual Owner)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between Neil P. Blanchard, whose mailing address is 8581 Acapulco Camino, Pensacola, FL (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

[ATTACH OR FILL-IN LEGAL DESCRIPTION]

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 27 day of October, 2017.

PROPERTY OWNER

Witness _____
Print Name Patrick Thrashes

Witness _____
Print Name James C Godwin

By: _____
(signature)
NEIL P. BLANCHARD
(printed name)

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27 day of October, 20 17, by Neil P. Blanchard. He/She ( ) is personally known to me, (✓) produced current Florida Drivers license as identification.

DAVID JERAULD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF903147
Expires 8/15/2019

Signature of Notary Public

David Jerauld
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this _____ day of _____ 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

Escambia County, Florida, a political subdivision of the State of Florida

By: _____
_____, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
(Deputy Clerk)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Nov. 17, 2017

Recorded in Public Records 11/12/2013 at 03:21 PM OR Book 7100 Page 230, Instrument #2013086077, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $52.50 Deed Stamps $308.00

Prepared by and return to:
Shore to Shore Title, LLC.
Delsa Roberts
1615 South Congress Ave, Suite 200
Delray Beach, FL 33445
Property Appraisers Parcel ID #: **332S31-2400-039-001**

File Number: **S131405**

(Space Above This Line For Recording Data)

Special Warranty Deed

This Special Warranty Deed made this 6th day of **November, 2013,** between **WELLS FARGO BANK, N.A. AS SUCCESSOR BY MERGER TO WACHOVIA BANK, N.A.,** whose address is **c/o Wells Fargo Bank, N.A., 8480 Stagecoach Circle, Frederick, MD 21701,** grantor, and **NEIL PAUL BLANCHARD,** whose address is **1409 E. Broussard Rd #37, Lafayette, LA 70508,** grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **Forty-Four Thousand and 00/100 ($44,000.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's successors, heirs and assigns forever, the following described land, situate, lying and being in ESCAMBIA County, Florida, to-wit:

LOT 39, BLOCK A, OF BAYOU GRANDE VILLA, A SUBDIVISION OF A PORTION OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 4, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Authorized Signers and Power of Attorney attached hereto and made a part hereof.
Certificate of Approval of Sale attached, if applicable

SUBJECT TO:

1. Taxes and assessments for the current calendar year and all subsequent years;
2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority;
3. Conditions, restrictions, reservations, limitations and easements of record, if any, but this reference shall not operate to reimpose same;

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining TO HAVE AND TO HOLD, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

220-FL-V1

BK: 7100 PG: 231

Attach D

IN WITNESS WHEREOF, GRANTOR has signed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Wells Fargo Bank, N.A.

By: Nicole Cobb

Name: Nicole Cobb

Its: Authorized Signor

Witness:

Name: Tracy Johnson

Witness:

Name: Marcie P Lindsey

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6 day of November, 2013 by Nicole Cobb.

(Signature of Notary Public – State of Florida)

Judy Tessler
Notary Public - State of Florida
My Commission Expires February 19, 2016
Commission # EE 170915

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced
FLDL

220-FL-V1

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13354 **Growth Management Report** **15. 2.**
BCC Regular Meeting **Action**
Meeting Date: 12/14/2017
Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure - 217 Thayer Avenue
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with Cynthia Shiver, for construction of a seawall at 217 Thayer Avenue, Parcel I.D. # 51-2S-30-7061-110-019. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BACKGROUND:

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (b)(4)b**:

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

2.Hold harmless agreement. An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BUDGETARY IMPACT:

No budgetary impact is anticipated by approving this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
No additional personnel are required for implementation of this agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board Chairman will need to sign the hold harmless agreement.

IMPLEMENTATION/COORDINATION:
This agreement will allow for permitting of the requested seawall.

Attachments

Release of Claims For Damages, Hold Harmless, and Indemnification Agreement

---

This document prepared by:
Cynthia A Shiver
511 Lakewood Rd
Pensacola FL 32507
(name and address)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS,
AND INDEMNIFICATION AGREEMENT
(Individual Owner)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between Cynthia A Shiver, whose mailing address is 511 Lakewood Rd Pensacola, FL 32507 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

[ATTACH OR FILL-IN LEGAL DESCRIPTION]

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this _____ day of _____, 20____.

PROPERTY OWNER

Witness Jerry Kelly
Print Name Jerry Kelly

Witness
Print Name Paul L Santos

By: Cynthia A Shiver
(signature)

Cynthia A Shiver
(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13 day of October, 20 17, by Cynthia Shiver. He/She (X) is personally known to me, (_) produced current _____ as identification.

WYNONA M. JOHNS
MY COMMISSION # FF 091798
EXPIRES: March 22, 2018
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Wynona M. Johns
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this _____ day of _____ 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

Escambia County, Florida, a political subdivision of the State of Florida

By: _____
_____, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
(Deputy Clerk)

...is document approved as to form
...nd legal sufficiency.
By _____
Title Asst. County Attorney
Date Nov. 17, 2017

Recorded in Public Records 03/03/2015 at 09:27 AM OR Book 7308 Page 1, Instrument #2015016350, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $962.50

Prepared by and return to:
Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223
File Number: **15-10229**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **27th** day of **February, 2015** between **Carole Anne Drew, a single woman** whose post office address is **19966 Oakleaf Circle, Cornelius, NC 28031**, grantor, and **Cynthia A. Shiver, a single woman** whose post office address is **511 Lakewood Road, Pensacola, FL 32507**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Lots 11 and 12, Block 19, First Addition to New Warrington, according to the map or plat thereof as recorded in Plat Book 1, Page 30, Public Records of Escambia County, Florida.

Parcel Identification Number: 512S30-7061-110-019

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2014.**

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Sarah M. Rhodes

Witness Name: Tammy L Taylor

Carole Anne Drew

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me this 27th day of February, 2015 by Carole Anne Drew, who [ ] is personally known or [X] has produced a driver's license as identification.

JEREMIE A. CHAMBERS NOTARY PUBLIC MECKLENBURG COUNTY, NC My Commission Expires 09/29/2018

Notary Public

Printed Name: Jeremie A. Chambers

My Commission Expires: 09-29-2018

DoubleTimee

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13326 **Growth Management Report** **15. 3.**
BCC Regular Meeting **Action**
Meeting Date: 12/14/2017
Issue: Action Item - Ashland Heights Phase 1 Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Ashland Heights Phase 1 Permit #151100050

That the Board take the following actions concerning recording of the Final Plat of Ashland Heights Phase 1, (a 32-lot single family residential subdivision), located in the Pine Forest Community and lying west of Ashland Avenue, and south of Alternate U.S. Highway 90 (W. Nine Mile Road) and north of W. Detroit Boulevard. Owned and developed by Ashland Avenue, LLC. Prior to recording, the County Surveyor, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street name “Mary Jo Way”;

C. Accept all public easements, drainage improvements within public easements/public pond parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement and Conservation Easement.

BACKGROUND:

The preliminary plat was approved on November 30, 2016. Construction Plans were approved on December 7, 2016. The Escambia County Department of Public Safety approved the street name "Mary Jo Way” on October 5, 2016. Development Services Department inspected the improvements on xxxxxx 2017, and found improvements substantially complete and in accordance with applicable County requirements. An

executed Two-Year Warranty Agreement and Conservation Easement will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Meredith Crawford on November 27, 2017. The Conservation Easement also was reviewed by Meredith Crawford and approved on xxxxxx.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerks signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

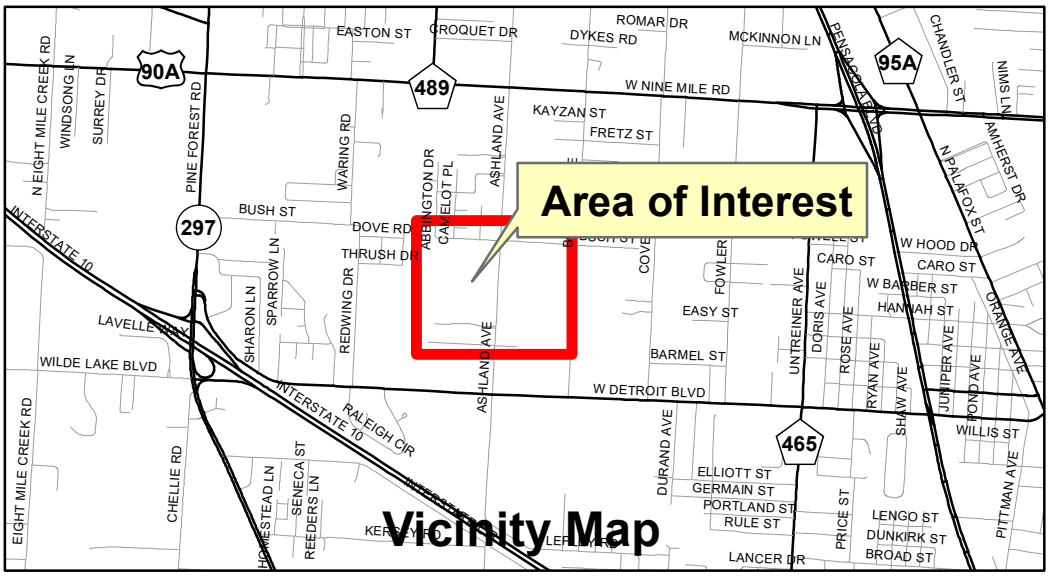
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Vicinity/Location Map
Street Name Letter Approval
2-Year Warranty Agreement
Residential Infrastructure Maintenance Disclosure

Final Plat ~ Ashland Heights Phase 1
32 Lot Single Family Residences









Surveying RGG 12/01/2017

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

October 5, 2016

Street Letter Approval

The following name has been submitted for approval:

Mary Jo Way

The street is located in:

Ashland Heights Subdivision

The name was requested by:

Rebol-Battle & Associates, LLC

850-438-0400

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

Prepared by:
Rebol-Battle & Associates, LLC
2301 N. 9th Ave. Ste 300
Pensacola, FL 32503

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between Ashland Avenue, LLC, a limited liability company organized under the laws of the State of Florida whose address is P.O. Box 12204 Pensacola, FL 32591 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Ashland Heights Development, more particularly described as follows:

See Exhibit A (Legal Description) for Ashland Heights PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Julie Jane Franklin

Julie Jane Franklin

(printed name)

WITNESS:

Blake Mckinney

Blake Mckinney

(printed name)

DEVELOPER/OWNER:

Ashland Avenue, LLC

(name of limited liability company)

By: _____

(signature)

Jim Homyak

(printed name)

Manager

(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of October, 2017, by James Homyak as Managing Member (select one title: Manager/Member/Managing Member) of Ashland Avenue, LLC (name of limited liability company). He/She (X) is personally known to me, or (___) has produced _____ as identification.

(Notary Seal)

Julie Jane Franklin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF986787
Expires 4/27/2020

Julie Jane Franklin

Signature of Notary

Julie Jane Franklin

Name of Notary (printed)

WITNESS:

By: _____
Julie Jane Franklin
Title: Office Manager
Address: 2301 N. 9th Ave #300
Pensacola, FL 32503

By: _____

Title: _____
Address: _____

WITNESS:
signature section if not signed by contractor):
By: _____

Title: _____
Address: _____

By: _____

Title: _____
Address: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed ~~by engineer~~):
By: _____
Paul A. Battle, P.E.

Title: Managing Member - Professional Engineer
Address: 2301 N. 9th Ave #300
Pensacola, FL 32503

25 day of October ,2017

PRIME CONTRACTOR (optional – remove this

By: _____

Title: _____
Address: _____

____ day of _____,20___

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____,20___

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: _____

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECRIPTION WHICH MATCHES THE FINAL PLAT AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: Rebol-Battle & Associates, LLC

COMMENCE AT THE NORTHEASTERLY CORNER OF WALKER SUBDIVISION AS RECORDED IN PLAT BOOK 19, AT PAGE 22 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03 DEGREES 10 MINUTES 12 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE (50' RIGHT-OF-WAY) FOR A DISTANCE OF 459.71 FEET TO THE SOUTH LINE OF LOT 14, BLOCK 8, SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, OF THE AFORESAID COUNTY ACCORDING TO THE PLAT BY THE NATIONAL LAND SALES COMPANY AS RECORDED IN DEED BOOK 67, AT PAGE 345 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH 87 DEGREES 18 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 14 AND LOT 3 FOR A DISTANCE OF 1,284.99 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEFANI ROAD (25' RIGHT-OF-WAY); THENCE PROCEED NORTH 03 DEGREES 02 MINUTES 01 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 330.89 FEET TO THE NORTH LINE OF LOT 3 OF THE AFORESAID PLAT BY THE NATIONAL LAND SALES COMPANY; THENCE PROCEED SOUTH 87 DEGREES 15 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 14 FOR A DISTANCE OF 757.75 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 14 PROCEED SOUTH 03 DEGREES 10 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 165.00 FEET; THENCE PROCEED SOUTH 87 DEGREES 15 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 528.01 FEET TO THE AFORESAID WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE; THENCE PROCEED SOUTH 03 DEGREES 10 MINUTES 12 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 164.85 FEET TO THE POINT OF BEGINNING.
ALL LYING IN AND BEING A PART OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 7.75 ACRES MORE OR LESS.

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: Ashland Heights

Lots & Blocks All (Lots 11-22, Block 'A'; Lots 1-20, Block 'B') **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	Escambia County	Escambia County
Bridge(s)	N/A	N/A
Retention Pond(s)	Escambia County	Escambia County
Stormwater Conveyance or Easements (rear yard)	N/A	N/A
Easements between lots (side yard)	Homeowner	Homeowner
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA	ECUA
Water System	ECUA	ECUA
Gas	N/A	N/A
Other (i.e. Clubhouse)	N/A	N/A

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by: Jim Homyak -- Ashland Avenue, LLC
Seller's Name
PO Box 12204
Address
Pensacola, FL 32591
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: James Homyak — Witness' Name: Blake McKinney

Seller's Name: _____ — Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ — Witness' Name: _____

Buyer's Name: _____ — Witness' Name: _____

Effective:

Page ___ of ____. You must note the total number of pages provided in this space.

Ashland Heights
Lot Easements

Lot	Block	Type of Infrastructure	Responsible Entity	Ownership
11	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
12	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
13	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
14	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
15	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
16	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
17	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
18	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
		15' Drainage/Access Easement	HOA	Homeowner
19	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
		15' Drainage/Access Easement	HOA	Homeowner
20	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
		15' Drainage/Access Easement	HOA	Homeowner
21	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
		15' Drainage/Access Easement	HOA	Homeowner
22	A	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
		15' Drainage/Access Easement	HOA	Homeowner
1	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
2	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
3	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
4	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
5	B	5' Drainage Easement	Homeowner	Homeowner

		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
6	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
7	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
8	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
9	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
10	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
11	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
12	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
13	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
14	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
15	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
16	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
17	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
18	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
19	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner
20	B	5' Drainage Easement	Homeowner	Homeowner
		5' Utility Easement	ECUA, Gulf Power, AT&T, Cox	Homeowner

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13343 **Growth Management Report** **15. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 12/14/2017
Issue: Schedule of Public Hearings
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:

January 4, 2018

5:45 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2017-06 - 313 Navy Boulevard

Summary: A small-scale amendment to the future land use (FLU) map to change the FLU category of a 0.4428 (+/-) acre parcel from Commercial (C) to Mixed-Use Urban (MU-U) at 313 Navy Boulevard.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13273 **County Administrator's Report 15. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/14/2017
Issue: Authorization for Access and Signature for the Transit Award Management System
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Access and Signature for the Transit Award Management System - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the Transit Award Management System (TrAMS) Memo:

A. Approve and authorize the Chairman to sign the Designation of Signature Authority for the TrAMS memo; and

B. Authorize the Chairman to obtain a Personal Identification Number (PIN) so that the Chairman may, on behalf of Escambia County, Florida, file and execute applications and documents required for Federal Transit Administration (FTA) Grants.

BACKGROUND:

The FTA annually publishes Certifications and Assurances that must be signed by the Chairman of the Escambia County Board of County Commissioners. They also require a log in for TrAMS, and the delegated authority to PIN grants, annual certifications and assurances, and other documents as become necessary to be pinned in the TrAMS. FTA requires the Delegation of Signature authority to be uploaded with the request for access in TrAMS. County Staff request that the Chairman Commissioner Jeff Bergosh be approved to be assigned a PIN by FTA by signing the included memo – the format for which was provided by the FTA.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney has reviewed and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Mass Transit staff will submit the signed memo to FTA. The Chairman will be authorized to have a PIN.

Attachments

TrAMS Memo

DESIGNATION OF SIGNATURE AUTHORITY

for the

TRANSIT AWARD MANAGEMENT SYSTEM

(TrAMS)

The officials identified below hereby authorize Jeff Bergosh, Chairman to be assigned, and to use, a Personal Identification Number (PIN) in TrAMS in connection with the execution of the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of FTA grant applications, and the execution of FTA grant awards, in each case on their behalf and on behalf of Escambia County, FL.

Board of County Commissioners
Escambia County, Florida

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 11/15/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13308 **County Administrator's Report 15. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/14/2017
Issue: Noise Waiver for New Year's Eve Fireworks at Quietwater Beach
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display from a Barge off Quietwater Beach on the Sound Side of Pensacola Beach - Tim Tolbert, Building Official/Department Director

That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the New Year's Eve Fireworks Event to be held on a barge on the Soundside of Quietwater Beach, from 8:00 p.m., through 8:15 p.m., Sunday, December 31, 2017.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on

decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

Site Map

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number:
Owner's Name: Lansden E Hill, Jr.		Phone Number:
Owner's Address: PO Box 1776		
City: La Follette	State: TN	Zip Code: 37766
Job Address: 400 Quietwater Beach Rd Pensacola Beach, FL 32561		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	*Description of Activity:*
12-31-2017	
Beginning Time: 8:00 Pm / *Ending Time:* 8:15 Pm	Fireworks display for Pensacola Beach chamber

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 11-16-2017
Applicant Signature: Lansden E Hill, Jr	



PYRO SHOWS

Show Name:	New Year's Eve
Show Location:	400 Quietwater Beach Road Pensacola Beach, FL 32561
Show Date:	Sunday, December 31, 2017
Show Time	8:00 PM
Rain Date:	N/A

Maximim Shell Size:	2.5" Cake
Safety Fallout Radius:	175'
Storage Required:	No
Diagram Created:	Thursday, November 16, 2017
Created By:	JDS/aw

11:54 AM
11/16/2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13328 **County Administrator's Report 15. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/14/2017
Issue: Appointments to the Escambia County Extension Council
From: Nick Simmons, Division Manager
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the Escambia County Extension Council - Nick Simmons, County Extension Director

That the Board take the following action concerning an appointment to the Escambia County Extension Council:

A. Appoint the following individual, effective December 1, 2017, through November 30, 2019, to serve a two-year term:

Zone	Name & Address
3	Sabrena Padgett, 4440 Ivory Lane, Molino, FL 32577

B. Request the County Administrator's Office to provide a letter of appointment to this individual.

BACKGROUND:

Chapter 67-1366, Laws of Florida, authorizes establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service. The council is to be composed of an odd number of members, men and women, numbering neither less than 13 nor more than 21. The persons appointed are to be known to have an interest in and concern for the agricultural, family and consumer sciences (home economics), and youth programs of extension; in developing the rural and urban sections; and in developing the county and its resources. At least one council member shall be a member of the BCC.

To ensure that every section of the county is represented, the county is divided into zones and a member is selected from each zone. Members must live in the zone to

which he/she is appointed and serve staggered two-year terms. Members may serve for a maximum of two consecutive two-year terms before rotating off and must be off the Council for one two-year term before becoming eligible to serve again.

These individuals, which were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest and concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex, or national origin.

BUDGETARY IMPACT:

No budgetary impact associated with appointments to the Extension Council.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration required for Extension Council appointments.

PERSONNEL:

No personnel impact associated with appointments to the Extension Council.

POLICY/REQUIREMENT FOR BOARD ACTION:

Per County Administrator's policy, attached is a copy of a resumé for each individual being considered for appointment.

IMPLEMENTATION/COORDINATION:

After final BCC action, the Extension Division Manager will forward the BCC's recommendation to the University of Florida Dean of Extension for consideration and approval/confirmation.

Nominations were recommended by the Nominations Committee of the Escambia County Extension Council. Nominees have agreed to serve if appointed.

Attachments

Information Sheet

EXTENSION COUNCIL NOMINEE INFORMATION SHEET

EMAIL TO SHENDRIX@UFL.EDU

Name:	Sabrena Padgett
Mailing Address:	4440 Ivory Lane Molino, FL 32577
Contact Phone:	850-206-3403
Email Address:	sabrenapadgett@yahoo.com
How long have you been a resident of Escambia County?	most of my life

Current Employer & position. If retired, last employer:	I am at home raising my 9 year old daughter and husband. I also homescool my daughter.
Educational Background:	Graduated High School Did not complete college
List any work with Extension Programs or Civic/Volunteer Groups:	I am very involved with my daughter's 4H club. Leader of the Ladies Minisrty, Heritage Baptist Volunteer in childrens dept., Heritage Baptist Volunteer in nursery, Heritage Baptist I teach a cooking class with our homescool coop Foster
List any hobbies or activities involved with or pursuing:	I love baking and having my daughter in the kitchen with me to teach and pass on to her my knowledge and love for baking. We also have a small farm where we spend lots of time with all of our animals.
Other information:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13333 **County Administrator's Report 15. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/14/2017
Issue: Reappointment to the Escambia County Value Adjustment Board
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia County Value Adjustment Board - Jack R. Brown, County Administrator

That the Board reappoint Richie L. Faunce to the Escambia County Value Adjustment Board to serve a one-year term, effective January 1, 2018, through December 31, 2018.

A General Alert was posted on the County's Website from November 17, 2017, to December 1, 2017, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Mr. Richie L. Faunce has expressed his interest in being reappointed to the VAB and is the only resident who responded to the General Alert.

BACKGROUND:

A General Alert was posted on the County's Website from November 17, 2017, to December 1, 2017, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Mr. Richie L. Faunce has expressed his interest in being reappointed to the VAB and is the only resident who responded to the General Alert. His Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Richie Faunce's Email

Richie Faunce's Resume

General Alert - Value Adjustment Board

Judy H. Witterstaeter

From: Richie Faunce <rrfaunce@att.net>
Sent: Tuesday, November 21, 2017 5:08 PM
To: Judy H. Witterstaeter
Subject: Volunteer position on the Escambia County Value Adjustment Board

Judy,

I would like to be re-considered for the volunteer position on the Escambia County Value Adjustment Board. I would also like you to use the resume that is already on file from my appointment from last year.

Thank You,

Richie L. Faunce

10311 Bowman Ave.
Pensacola, Fl. 32534

Phone Cell: (850) 712-7533
E-mail rrfaunce@cox.net

Richie Lee Faunce

Objective

A challenging position in government that will allow me to enhance the quality of life for the people in the community. I also hope to be a role model and be able to encourage the young people to make right decisions for their life.

Education

1979 - 1981	Ticonderoga High School Received Regents Diploma	Ticonderoga, N.Y.
1994 - 1997	Pensacola Bible Institute Received a Bachelor of Divinity	Pensacola, Fl.
5/2000-9/2000	George Stone Votech Center Corrections Officer academy	Pensacola, Fl.
4/2002-8/2002	George Stone Votech Center Cross training academy from Corrections to Law Enforcement Officer	Pensacola, Fl.
2001-2004	Troy State University Received Bachelor of Science degree in Criminal Justice	Pensacola, Fl.
2001-2007	Troy State University Received Master of Science degree in Management / Human Resources	Pensacola, Fl.
2009-2011	Troy State University Received Master of Public Administration degree in Public Administration/ Public Management	Pensacola, Fl.

Work experience

8/1981 – 8/1987 U.S. Navy Various States

Sonar Technician:

USS Chandler (DDG-996) - Work Center Supervisor and AN/SQS-53A and auxiliary equipment technician.

Commissioned USS Ticonderoga (CG-47). AN/SQS-53A Operator and Damage Control Petty Officer.

9/1987 – 10/1989 General Electric Co. Syracuse, N.Y.

Installation and Test Specialist:

Responsible for electronic equipment maintenance at the Antisubmarine Engineering Development Site and Production Test Site at Syracuse, New York.

10/1989 – 5/1993 General Electric Co. Pascagoula, Ms.

Work Center Supervisor:

Directed a group of four people and responsibilities involved scheduling, planning, and directing government conducted tests and witnessing contractor conducted tests.

5/1993 – 5/1996 Signal Corporation Arlington, Va.
System Engineer:
Interfaced with the ASW Engineering group to provide answers and write trouble reports, for problems that were discovered during ship construction. Was also liaison between the U.S. sailors on the ships and the ASW work center.

5/1996 – 5/1997 Gulf Coast Pump and Equipment Pensacola, Fl.
Delivery driver:
I also maintained a warehouse with the entire inventory for the store, which included driving a forklift and shipping products out using UPS.

5/1997 – 5/2000 Bible Baptist Bookstore Pensacola, Fl.
Production Engineer:
Produced audio and video tapes, books, monthly newsletter, and a weekly radio program. I also helped receive incoming material and stock it into inventory.

5/2000 – 6/2011 Escambia County Sheriff's Office Pensacola, Fl.
Corrections Officer:
Responsible for the care, custody, and control of the inmates in jail. I was also responsible for transporting inmates to the Doctors, Court House and state prison. I also worked in Internal Affairs and was responsible for investigating complaints at the jail and doing background checks on new hire applicants.

6/2011- 7/2012 Blackwater Correctional Prison/ GEO Prisons, Inc. Milton, Fl.
Corrections Officer:
Responsible for the care, custody, and control of the inmates in the prison.

7/2012 – present Escambia County Sheriff's Office Pensacola, Fl.
Deputy Sheriff: Court Security Officer
Responsible for the security of the court rooms at the Court House.

8/2000 – 12/2007 U.S. Navy Reserves Pensacola, Fl.
Sonar Technician:
Joined the Reserves in August of 2000 as an E-3 and made two pay grades from February 2001, to an E-5. I have a total combined service of thirteen years in the U.S. Navy

Awards

General Electric RAVE award – it is a peer recognition award

Group Aegis Excellence Award for my ASW Work Center

Volunteer experience

I was a Layman to the inmates in the Santa Rosa County Jail on Saturday nights for a year. I currently do the stats for the local Ice Hockey team the Pensacola Ice Flyers in the Southern Professional Hockey League.

Summary of qualifications

8/2000 – Present Escambia County Sheriff's Office Pensacola, Fl.
Corrections Officer and Deputy Sheriff/ Court Security Officer
I know how to communicate with the public and other county agencies from my job duties. I had to use proper verbal communications in order to defuse situations and to achieve the desired actions of individuals.

Security clearance	Held a Secret clearance from 10/81 to 05/96 and 8/2003 to 12/2007
References with their approval	Sheriff David Morgan, Escambia County Sheriff's Office, Pensacola, Fl. Work: (850) 436-9512 David Craig, Escambia County Sheriff's Office, Pensacola, Fl. Work: (850) 436-9620 Cell: (850) 554-1401 Captain Fred Alford, Escambia County Sheriff's Office, Pensacola, Fl. Work: (850) 554-1424

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Friday, November 17, 2017 3:59 PM
To: Judy H. Witterstaeter
Subject: Volunteer Sought for Escambia County Value Adjustment Board



Click HERE to View in Browser

Volunteer Sought for Escambia County Value Adjustment Board

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Value Adjustment Board. The VAB provides for the hearing of all petitions, complaints, appeals and disputes concerning taxable assessment of properties. The term of office is one year.

Escambia residents interested in serving on the Value Adjustment Board are asked to submit a resume and letter indicating their desire to serve by 5 p.m. Friday, Dec. 1. Resumes and letters should be submitted via email to jhwitter@myescambia.com or by mail to:

Judy Witterstaeter, Program Coordinator
Escambia County Board of County Commissioners
P.O. Box 1591
Pensacola, FL 32502

Please note that resumes submitted for consideration are subject to public records requests and are included in Escambia County Commission meeting information, including the agenda and official meeting minutes.

The board of county commissioners' VAB appointee must meet the following requirements to be eligible to serve:

- Must own homestead property in Escambia County.
- Cannot be a member or employee of any taxing authority.
- Cannot represent property owners in any administrative or judicial review of property taxes.

The VAB was established in accordance with Section 194.015, Florida Statutes, which was revised on Sept. 1, 2008. The VAB meets for approximately 30-40 minutes twice a year, usually in September and December.

Related Pages

- Value Adjustment Board

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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.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13319 **County Administrator's Report 15. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/14/2017
Issue: Request for Disposition of Propery
From: Norm Robinson, Battalion Chief
Organization: Public Safety
CAO Approval:

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

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. It is requested that the listed items be donated to the Pine Forest High School Fire Academic Program for use as a training aid. Having the listed equipment on hand greatly enhances the students learning experience.

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 surplus and/or no use to the County, and suitable to be donated.

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/transfer. Please coordinate with Norman Robinson.

Attachments

Property Disposal Form (Pineforest)

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

Norman W. Robinson II DATE: 11/14/2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	57638	Airpack	LAB077672	MSA		Good
N	57545	Airpack	LAB094392	MSA		Good
N	57471	Airpack	LAB094343	MSA		Good
N	57469	Airpack	LAB094369	MSA		Good

Disposal Comments: Transfer of equipment to the Pineforest High School for the fire academic program.

INFORMATION TECHNOLOGY (IT Technician): NA

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: 11/14/2017

FROM: Escambia County Department Director (Signature):

Director (Print Name): Mike D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13191 **County Administrator's Report 15. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/14/2017
Issue: Request for Disposition of Property
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
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 three Request for Disposition of Property Forms for the Public Works Department, listing 13 items. The Request Forms have been signed by all applicable authorities.

BACKGROUND:
The Request Forms have been signed by all applicable authorities.

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 Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Disposition of Property forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: SRI PUBLIC WORKS COST CENTER NO: 211401

Maribelle Van Brussel DATE: October 5, 2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 820-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	I902190	SRIA DUNE WALKOVER #26	28B	N/A	2007	REPLACED
Y	I902191	SRIA DUNE WALKOVER #27	29A	N/A	2007	REPLACED
Y	I902192	SRIA DUNE WALKOVER #28	29B	N/A	2007	REPLACED
Y	I902193	SRIA DUNE WALKOVER #29	29C	N/A	2007	REPLACED
Y	I902194	SRIA DUNE WALKOVER #30	29A	N/A	2007	REPLACED

Disposal Comments: Wood to be recycled through the Escambia County Surplus

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: 10-9-17

FROM: Escambia County Department Director (Signature):

Director (Print Name): James Higdon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: PUBLIC WORKS COST CENTER NO: 211401

Maribelle Van Brussel DATE: October 5, 2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 820-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	I902165	SRIA DUNE WALKOVER #1	23	N/A	2007	REPLACED
Y	I902166	SRIA DUNE WALKOVER #2	27A	N/A	2007	REPLACED
Y	I902169	SRIA DUNE WALKOVER #5	27B	N/A	2007	REPLACED
Y	I902175	SRIA DUNE WALKOVER #11	28B	N/A	2007	REPLACED
Y	I902186	SRIA DUNE WALKOVER #22	29A	N/A	2007	REPLACED
Y	I902187	SRIA DUNEWALKOVER #23	29B	N/A	2007	REPLACED

Disposal Comments: Wood to be recycled through the Escambia County Surplus

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: 10-9-17

FROM: Escambia County Department Director (Signature):

Director (Print Name): James Higdon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 11/13/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle VanBrussel Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	42591	FORK LIFT	3561764105	CLARK	1978	POOR
	48693	OUTBOARD MOTOR	OA193452 20HP	MARINER		POOR

Disposal Comments: TO BE AUCTIONED... BEYOND REPAIR

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: 11/13/17

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): JAMES HIGDON/ FLEET DIVISION MANAGER

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13294 **County Administrator's Report 15. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/14/2017
Issue: Memorandum of Understanding - Windsong Subdivision - Ornamental Roadway Signage
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding Relating to the Installation and Maintenance of Ornamental Roadway Signage within the Windsong Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding Relating to the Installation and Maintenance of Ornamental Roadway Signage within the Windsong Subdivision.

BACKGROUND:

The Homeowners Association (HOA) has agreed to install and maintain ornamental roadway signage on county rights-of-way within the boundaries of the Windsong Subdivision. The HOA and Escambia County have determined it is in the best interest of the citizens to enter into this Agreement setting forth the parties' respective responsibilities.

The HOA agrees to install and maintain all necessary roadway signage and sign posts on county rights-of-way within the boundaries of the Windsong Subdivision. The HOA may install non-standard, ornamental sign posts with the prior approval of the county, and the county shall retain the right to reject, for any reason, a proposed design, sign assembly, and/or location.

The HOA shall immediately notify the Escambia County Transportation & Traffic Operations Office (850-595-3404) of any damaged or destroyed signage and/or sign posts, and further agrees to promptly repair or replace any damaged or destroyed non-standard signage and/or sign posts at the HOA's expense within 24 hours. The HOA shall also remove and/or dispose of any related debris at the HOA's expense within 24 hours, or sooner if hazardous to the public.

Prior to initial installation or any subsequent re-installation of non-standard sign posts

and/or signage, the HOA shall be responsible for obtaining all necessary permits from the county at the HOA's own expense, including but not limited to all applicable fees, costs, and permit charges regularly assessed by the county.

The HOA may terminate this Agreement upon providing at least thirty (30) days' prior written notice of such request to the county. The county reserves the right to immediately terminate this Agreement at any time with or without cause upon providing written notice to the HOA.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed and signed off on the Memorandum of Understanding.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Escambia County Transportation & Traffic Operations staff will continue to work with the Windsong Subdivision HOA.

Attachments

MOA

MEMORANDUM OF UNDERSTANDING RELATING TO THE INSTALLATION AND MAINTENANCE OF ORNAMENTAL ROADWAY SIGNAGE WITHIN THE WINDSONG SUBDIVISION

THIS AGREEMENT is made by and between the Escambia County, a political subdivision of the State of Florida (hereinafter the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Windsong Homeowners Association of Escambia County, Inc. (hereinafter "HOA"), whose principal address is 3100 South Highway 97, Cantonment, FL 32533, and whose mailing address is P.O. Box 656, Cantonment, FL 32533.

WITNESSETH:

WHEREAS, the HOA has agreed to install and maintain ornamental roadway signage on County rights-of-way within the boundaries of the Windsong Subdivision located on County Road 97 in Escambia County, Florida; and

WHEREAS, the HOA and the County have determined it is in the best interest of the citizens to enter into this Agreement setting forth the parties' respective responsibilities as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the HOA and the County agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Responsibilities of the Parties.

2.1 The HOA agrees to install and maintain all necessary roadway signage and sign posts on County rights-of-way within the boundaries of the Windsong Subdivision located on County Road 97 in Escambia County, Florida. The HOA may install non-standard, ornamental sign posts with the prior approval of the County. The County shall retain the right to reject for any reason a proposed design, sign assembly, and/or location.

2.2 The HOA shall immediately notify the Escambia County Traffic and Transportation Office (850-595-3404) of any damaged or destroyed signage and/or sign posts. The HOA shall promptly repair or replace any damaged or destroyed non-standard signage and/or sign posts at the HOA's expense within twenty-four (24) hours. The HOA shall also remove and/or dispose of any related debris at the HOA's expense within twenty-four (24) hours or sooner if hazardous to the public.

2.3 For the safety of the general public, if the HOA is unable to timely repair or replace damaged or destroyed non-standard signage then the County shall install replacement standard sign posts and signage within twenty-four (24) hours at the HOA's expense. Unless otherwise agreed to by the County, within seven (7) days thereafter, the HOA shall install replacement non-standard sign posts, signage, and/or foundations at the HOA's expense.

2.4 Prior to initial installation or any subsequent re-installation of non-standard sign posts and/or signage, the HOA shall be responsible for obtaining all necessary permits from the

County at its own expense. The HOA shall pay all applicable fees, costs and permit charges regularly assessed by the County.

2.5 Pursuant to §556.105, Florida Statutes, the HOA shall notify Sunshine State One-Call of Florida (Sunshine 811 or 800-432-4770) of any planned excavation or demolition activities not less than two (2) full business days prior to installation or re-installation.

2.6 All signage shall comply with the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) as established by the Federal Highway Administration (FHWA). Further, the design specifications and placement of all signage shall adhere to all applicable federal, state and local laws, ordinances and regulations.

2.7 The Escambia County Traffic and Transportation Office shall inspect all roadway signage on a quarterly basis and furnish the HOA with a report noting any necessary repairs. Unless otherwise specified, the HOA shall correct any deficiencies within seven (7) days thereafter or the County shall terminate the agreement.

Section 3. Term and Termination.

3.1 This Agreement shall commence upon the date last executed and remain in full force and effect unless earlier terminated as provided herein.

3.2 The HOA may terminate this agreement upon providing at least thirty (30) days' prior written notice of such request to the County. The County reserves the right to immediately terminate this Agreement at any time with or without cause upon providing written notice to the HOA.

3.3 Upon the termination of this Agreement, the HOA shall promptly remove any non-standard signage, sign posts, and foundations from the County right-of way and restore the site(s) to the condition as it existed prior to installation. Following termination, should the HOA fail to timely remove any non-standard sign posts, signage, and foundations, and properly restore the site(s) then the County shall remove and dispose of all materials at the HOA's expense.

Section 4. Liability. HOA shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of HOA in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the HOA 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 HOA'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 HOA agrees to pay on behalf of the County, as well as provide a legal defense, both of which shall be done only if and when requested by the County, for all claims arising out of this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

Section 5. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days' written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 6. Assignment. This 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.

Section 7. 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.

Section 8. 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.

Section 9. 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 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.

(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.

Section 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 and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 11. 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.

Section 12. 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:

HOA
Registered Agent
Christopher Tolbert
P.O. Box 656
Cantonment, FL 32533

County
County Administrator
Escambia County
221 Palafox Place
Pensacola, FL 32502

Section 13. Amendments. 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.

Section 14. Governing Law. The 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 Agreement shall be instituted and prosecuted in the state courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 15. 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.

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: Jeff Bergosh, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

HOA:
WINDSONG HOMEOWNERS ASSOCIATION OF ESCAMBIA COUNTY, INC.

By: Jerome Jones
Its: President

Date: 11/7/17

_____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/16/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13304 **County Administrator's Report 15. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/14/2017
Issue: Wildfire Hazard Mitigation Agreement with the Florida Department of Agriculture and Consumer Services, Florida Forest Service, for Osprey Place
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Wildfire Hazard Mitigation Agreement with the Florida Department of Agriculture and Consumer Services, Florida Forest Service, Relating to Osprey Place Subdivision - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Wildfire Hazard Mitigation Agreement with the Florida Department of Agriculture and Consumer Services, Florida Forest Service, relating to 19 acres of County-owned conservation lands adjacent to Osprey Place subdivision.

BACKGROUND:

With or without human interference, fire is a part of nature. The Florida Forest Service (FFS) has identified the southwest section of the County to be most prone to wildfires. The FFS has established a program of wildland vegetative fuel treatment to be effected in and around communities and subdivisions to mitigate the risk of homes and property being damaged or destroyed by wildfire. Per Escambia County Local Mitigation Strategy, there were 76 wildfires responded to in Escambia County between 2011 to 2014 involving over 541 acres. Based on the Southern Wildfire Risk Calculator, the FFS has determined that Osprey Place Subdivision ranks on the higher end of moderate for risk of wildfire with a ranking of 6.76 on a scale of 1-10. Wildfire mitigation lines around Osprey Place would aide in the protection of 35 homes with an estimated value of $7.8 million. The FFS is working with other adjacent wildland-urban interface landowners to expand the mowed firebreak to mitigate wildfire damage to surrounding development. Wildfire Hazard Mitigation includes mowing a 30 to 40-foot firebreak using a forestry mulching machine. There is no cost to the County for the initial installation of these lines. The County will agree to make a “good faith effort” to maintain treated area in the future. Amendment to the DEP rule (62-330) exempts the restriction of mowing in a conservation easement as part of a wildfire mitigation plan developed by the FFS.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Wildfire Hazard Mitigation Agreement has been reviewed and approved as to form and legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with the FFS and other agencies, as needed.

Attachments

WildfireHazardMitigationAgrmtPlusDocs

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

WILDFIRE HAZARD MITIGATION AGREEMENT

ss. 590.01, 590.02, Florida Statutes

The Florida Department of Agriculture and Consumer Services, Forest Service (FFS) has established a program of wildland vegetative fuel treatment to be effected in and around communities and subdivisions in order to mitigate the risk of homes and property being damaged or destroyed by wildfire. The methods used for this program include prescribed burning, manual and mechanical fuel height reduction, use of herbicides, or a combination of these treatments in accordance with ss. 590.01, 590.02, F.S.

The Landowner or agent:

(1) **Grants FFS access to the land and authority to carry out the practices of this agreement for the purposes of wildfire hazard mitigation treatment.**

(2) **Understands the work will consist of burning, mowing, grinding, chopping, cutting vegetative fuels, or use of herbicides to retard regrowth of treated areas on lands adjoining or in close proximity to a residential community known as** Osprey Place.

(3) **Understands the appearance of the work zone area will be altered, in that standing vegetation up to six inches in diameter may be treated. Limbs on remaining standing trees may be damaged as work is performed.**

(4) **Represents that the property being treated and located below, under this agreement, is owned in fee simple, or is in lawful possession of the landowner, and the property boundaries are marked correctly.**

(5) **Agrees that the number of acres to be treated are** 19 **and that the type of treatment will be** mowing.

(6) **Will make a good faith effort to maintain the treated area in the future.**

Section	Township	Range	Latitude			Longitude			County	State
			Deg.	Min.	Sec.	Deg.	Min.	Sec.	Escambia	Florida
			30	23	31	87	23	23		

NOW THEREFORE, the above is agreed by the following parties:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE.

By: Joe Zwierzchowski
Printed Name

Wildfire Mitigaiton Specialist
Title

11/21/2017
Signature **Date**

11/21/2017
Witness **Date**

By: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
Printed Name of Landowner or Agent

Jeff Bergosh, Chairman
Title

Signature **Date**

Witness **Date**

Telephone Number with Area Code

DACS-11440
REV. 03/03

Approved as to form and legal sufficiency.
By/Title: SAGA
Date: 11/29/17

ATTEST: PAM CHILDERS
Clerk of the Circuit Court
Deputy Clerk

FLORIDA FOREST SERVICE
(850) 681-5800

THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER ADAM H. PUTNAM

MEMORANDUM

DATE: October 23, 2013

TO: Center/District Managers

FROM: Jim Karels, Director

SUBJECT: Conservation Easements and Wildfire Mitigation

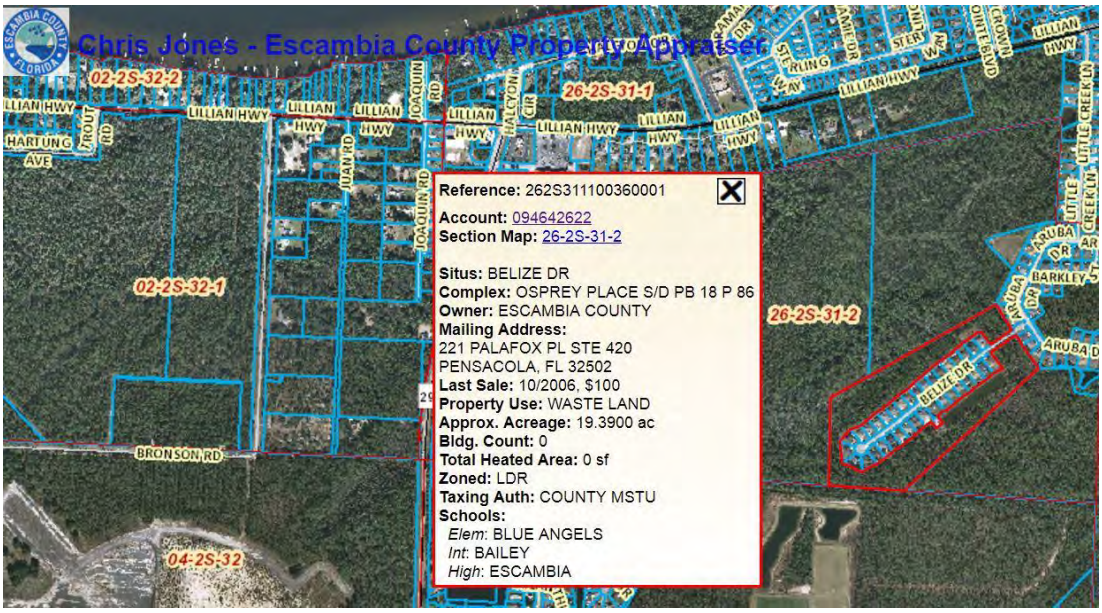
Effective October 1 of this year is a new D.E.P. rule (62-330) regarding conservation easements and how they are managed. The conservation easement deeds limits how and what the person or corporation can do on their property after signing it. One of our cooperators with the Water Management District has let us know that the Conservation Easement deeds have some language in them that will require some cooperative work on our part. One restriction is that a landowner with a signed Conservation Easement is not supposed to remove, destroy or trim trees, shrubs and other vegetation. One of the four exceptions to this restriction is that the activity is part of a wildfire mitigation plan developed with the Florida Forest Service. We are not required to develop the wildfire mitigation plans but your personnel may be asked to assist in the development or review of the plans.

The landowner will have to get the wildfire mitigation plan approved by the local Water Management District. Please discuss this with your staff so they are aware of this potential request and develop a strategy for dealing with them.

JK/rc

cc: Assistant Director
Bureau Chiefs
Deputy Chiefs
Ronda Sutphen, Wildfire Mitigation Coordinator
Mitigation Specialists

Florida Forest Service Proposal for Wildfire Mitigation Treatment
County Owned Property adjacent to Osprey Place
Jimmie Jarratt, Environmental Analyst/ WQLM **November 1, 2017**





OVERVIEW: The Florida Forest Service has established a program of wildland vegetative fuel treatment to be effected in and around communities and subdivisions to mitigate the risk of homes and property being damaged or destroyed by wildfire. Based on the Southern Wild Fire Risk Calculator the Florida Forest Service (FFS) has determined the Osprey Place Subdivision ranks on the higher end of moderate for risk of a wildfire. The subdivision ranks a 6.76 on a scale of 1-10. Florida Forest Service objective is

twofold. First, creation of the firebreaks to help prevent a wildfire from encroaching on the neighborhood. Second, FFS reaching out to the homeowners and resident to educate them on wildfire risk and how to mitigate risk around their residence.

Wildfire mitigation lines around Osprey place would aide in the protection of 35 homes with an estimated value of $7.8 million. There is no cost to the County for initial installation of these lines. The County would enter into an agreement to make a "good faith effort" to maintain the treated area in the future. The 19 acres surrounding the subdivision is owned by Escambia County and under a Florida Department of Environmental Protection Conservation Agreement. The Conservation Easement does prohibit removal or destruction of vegetation, however there is exceptions to the D.E.P rule (62-330) as part of wildfire mitigation planning. (email attached)

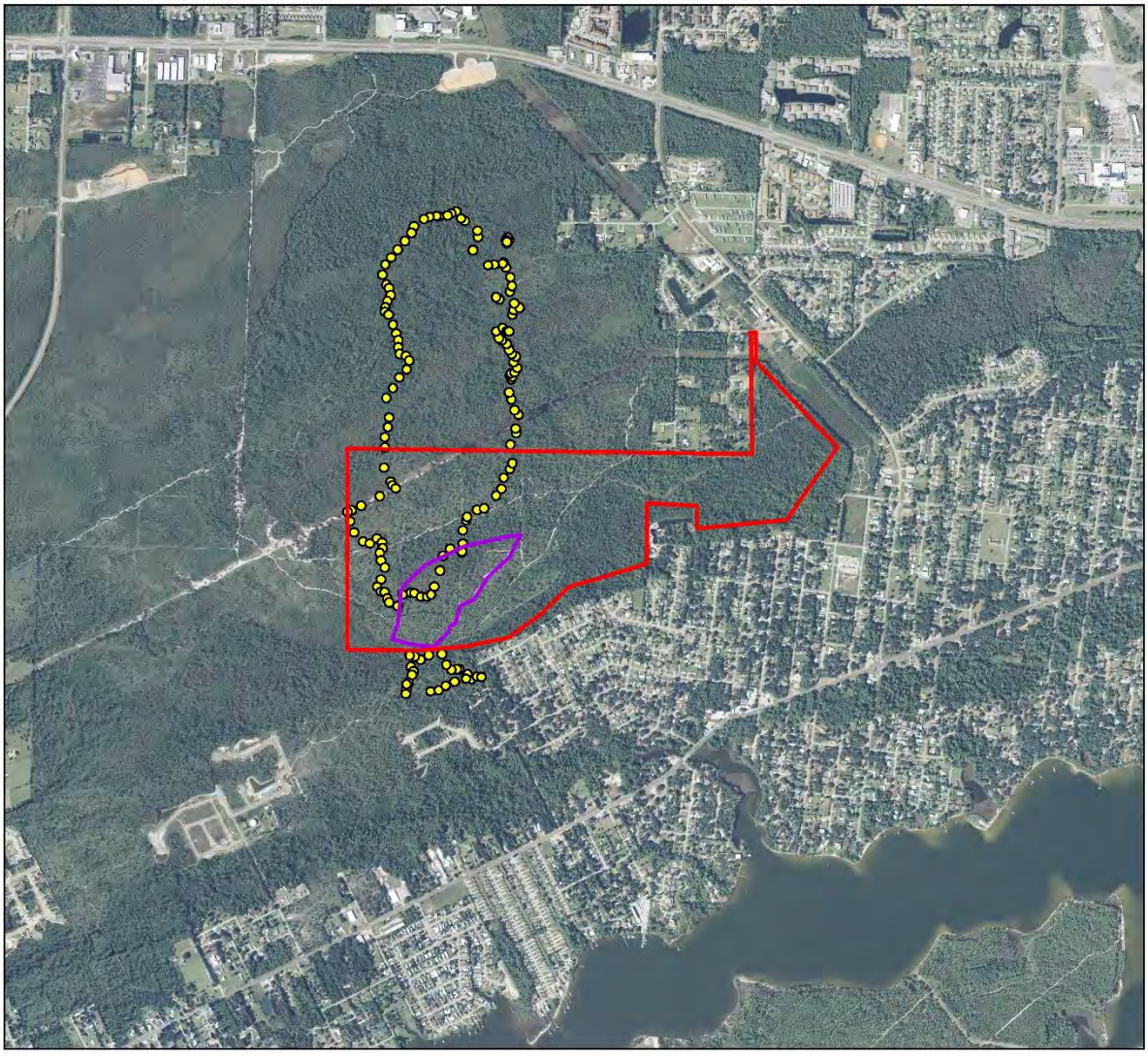
MITIGATION METHOD: Florida Forest Service is proposing to create a 30-40-foot fire breaks using a forestry mulching machine. All work will be above the soil's surface and they are proposing to only remove trees less than 6-8 inches in diameter. FFS will advise on appropriate location within the site for placement of the fireline. Below are photos of a wildfire mitigation line in Jones Swamp Wetland Preserve. Per Escambia County Local Mitigation Strategy, there was 76 wildfires responded to in Escambia County between 2011 to 2014. Also enclosed is a location map for two of the wildfires in 2011 and 2013 wildfires.





Example of a Wildfire Mitigation Line, Jones Swamp Wetland Preserve

Wildfire Location Map
Section 32 Township 2S Range31W

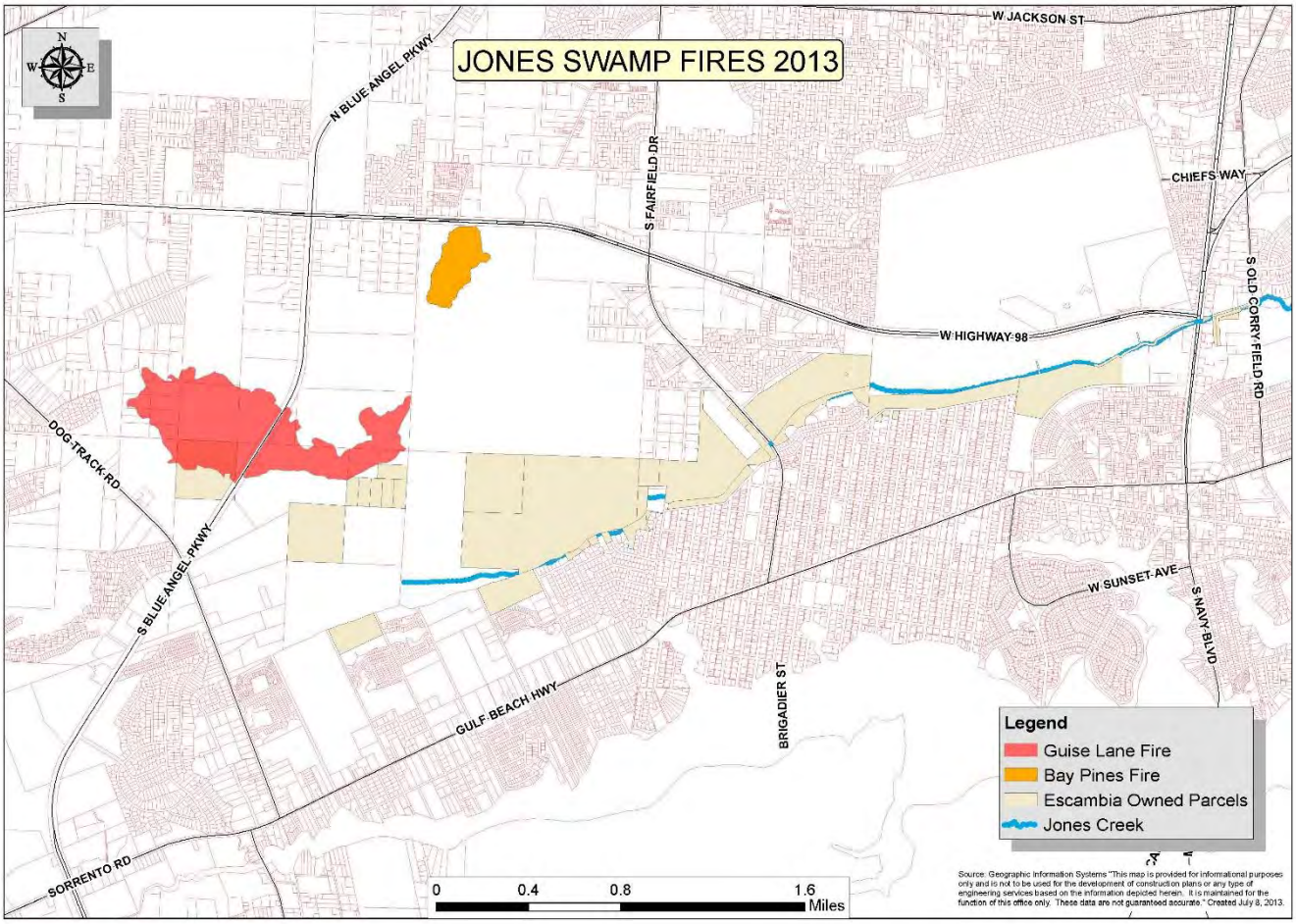


2,000 0 2,000 Feet

N

Legend

- Wildfire 3-30-2010
- Jones Swamp Wildfire 6-26-2011



Please advise if enclosed documentation and agreement needs to go to the board and any other information you need.

Thank you, Jimmie

Recorded in Public Records 10/26/2006 at 10:27 AM OR Book 6019 Page 622, Instrument #2006108308, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $61.00 Deed Stamps $0.70

Prepared by: Bosso, Dentzau & Imhof, Inc.
1300 West Government Street
Pensacola, FL 32501

CONSERVATION EASEMENT DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Protection permit No. 17-0268658-001-DF and United States Army Corp of Engineers permit number SAJ-2006-5611, A Blaney LLC (Grantor) has granted to **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000** (grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Escambia County, Florida, as set forth in the legal description attached hereto as Exhibit A.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands, which are to be enhanced or created, shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Florida Department of Environmental Protection Permit No. 17-0268658-001-DF and United States Army Corp of Engineers permit number SAJ-2006-5611 including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

3. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required by Grantee;

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The grantor also conveys the following rights to the U. S. Army Corp of Engineers to enter upon and inspect the property in a reasonable manner and at reasonable times to determine if the grantor is complying with the covenants contained in this conservation easement and to proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein to prevent the occurrences of any prohibited activities.

The Corps shall have all of the rights of the Grantee under this easement. The Corps shall be a party to any modification, alteration, release or revocation of the conservation easement, and shall review and approve, as necessary, any additional structures or activities that require approval by the Grantee.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the grantee prevail, grantee shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These

BK: 6019 PG: 624

remedies are in addition to any other remedy, fine or penalty, which may be applicable under Chapter 403, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 25th day of October, 2006.

Signed, sealed and
delivered in our presence
by:

Roxanne Key
WITNESS Roxanne Key

A. Tolbert McCarthy, Jr.
WITNESS A. TOLBERT MCCARTHY, JR

Ronald E. Swaine
GRANTOR RONALD E. SWAINE

MANAGER
Corporate title

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before this 10/25/06 (date) by RONALD E. SWAINE (name of person acknowledging), who is personally known to me or who has produced KNOWN BY ME (type of identification) as identification and who did ~~(did not)~~ take an oath.

(SEAL)

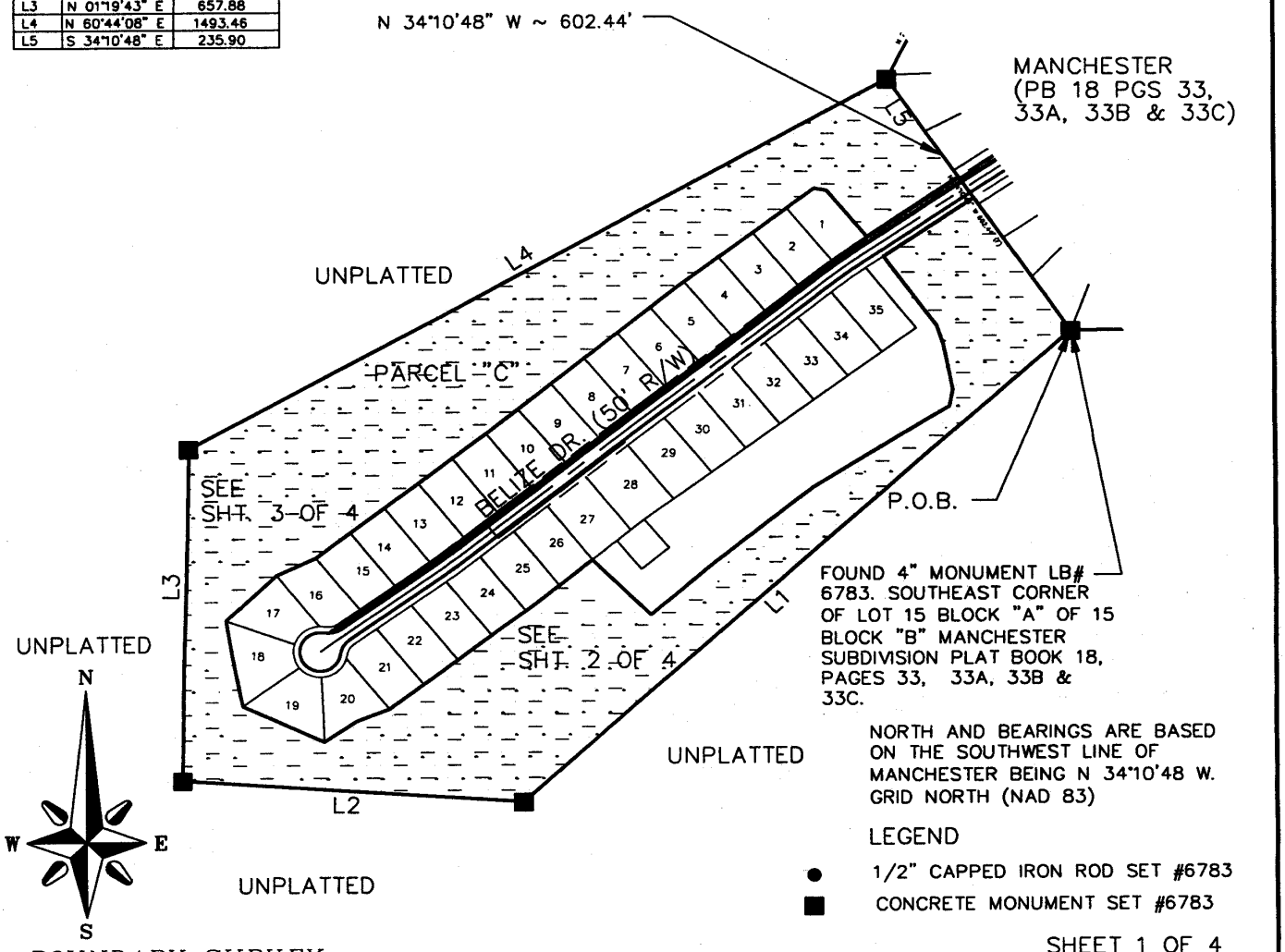
Marie Price
Signature of Notary Public

MARIE PRICE
Print Name

MARIE PRICE
Notary Public, State of Florida
My Comm. Expires March 14, 2010
Comm. No. DD 528238
(Notary Seal must be affixed)

BK: 6019 PG: 625

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 47°35'15" W	1384.20
L2	N 86°01'03" W	636.10
L3	N 01°19'43" E	657.88
L4	N 60°44'08" E	1493.46
L5	S 34°10'48" E	235.90



SHEET 1 OF 4

BOUNDARY SURVEY

Hatch Mott MacDonald

Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
Certificate of Authorization: LB - 0006783
5111 North 12th Avenue (32504) / P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 484-6011 ¤ Fax: (850) 484-8199

ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

DESCRIPTION: SEE SHEET 4 OF 4

ESCAMBIA COUNTY, FLORIDA.

RECORDED IN _____ BOOK _____ PAGE _____
SEC. 26 TWP. -2-S RNG. -31-W
DATE 24 OCT 06 DATE OF FIELD SURVEY 24 OCT 06
FB. 851 PAGE 59 SCALE 1" = 300'
PROJ.# 227053 I:\

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

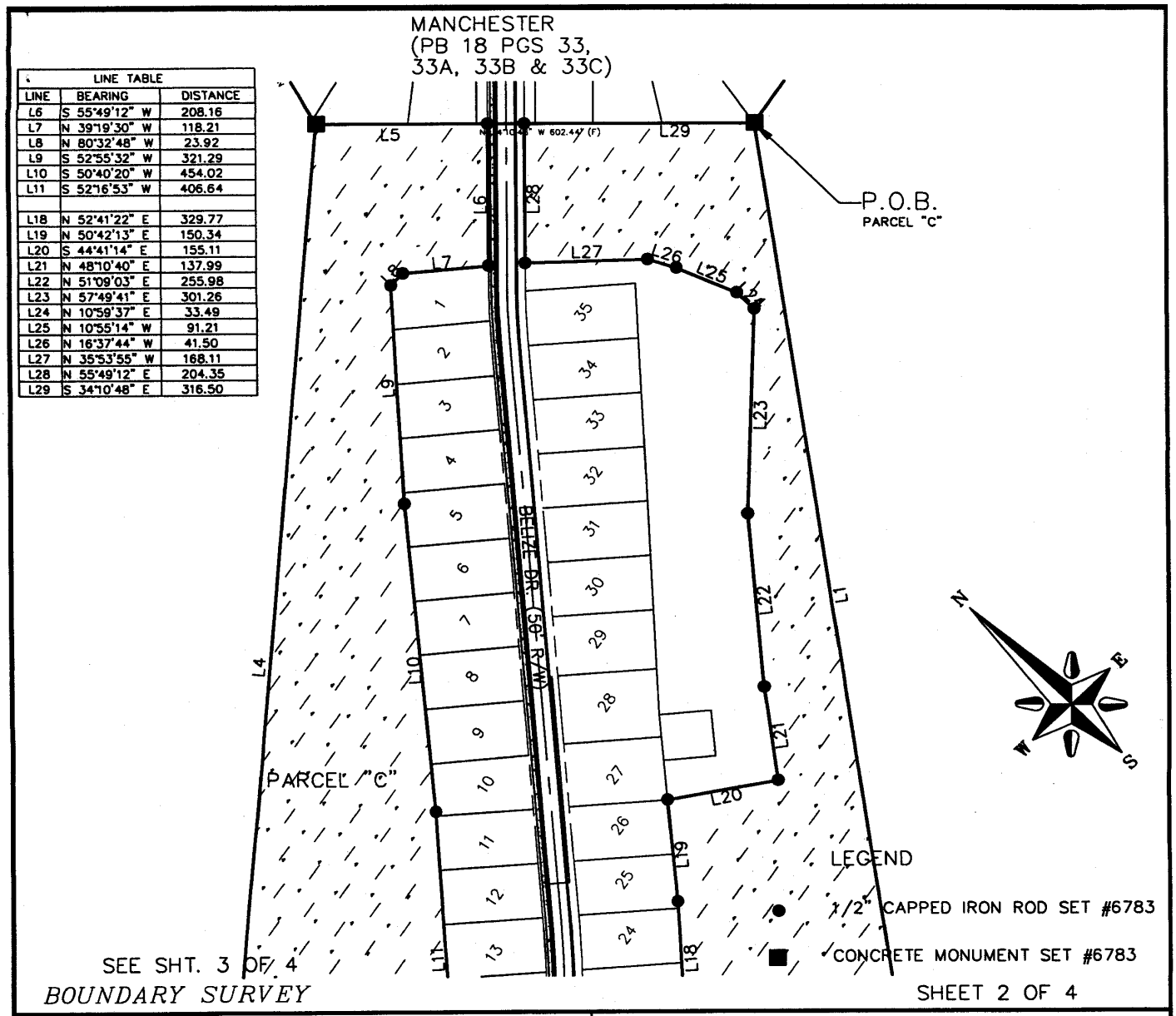
H. WADE PRIDGEN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 3758

AFFIX SURVEYOR SEAL

FILE NO. _____

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BK: 6019 PG: 626



LINE TABLE		
LINE	BEARING	DISTANCE
L6	S 55°49'12" W	208.16
L7	N 39°19'30" W	118.21
L8	N 80°32'48" W	23.92
L9	S 52°55'32" W	321.29
L10	S 50°40'20" W	454.02
L11	S 52°16'53" W	406.64
L18	N 52°41'22" E	329.77
L19	N 50°42'13" E	150.34
L20	S 44°41'14" E	155.11
L21	N 48°10'40" E	137.99
L22	N 51°09'03" E	255.98
L23	N 57°49'41" E	301.26
L24	N 10°59'37" E	33.49
L25	N 10°55'14" W	91.21
L26	N 16°37'44" W	41.50
L27	N 35°53'55" W	168.11
L28	N 55°49'12" E	204.35
L29	S 34°10'48" E	316.50

BOUNDARY SURVEY

SHEET 2 OF 4

Hatch Mott MacDonald

Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
Certificate of Authorization: LB - 0006783
5111 North 12th Avenue (32504) / P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 484-6011 ¤ Fax: (850) 484-8199

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DESCRIPTION: SEE SHEET 4 OF 4

ESCAMBIA COUNTY, FLORIDA.

RECORDED IN _____ BOOK _____ PAGE _____
SEC. 26 TWP. -2-S RNG. -31-W
DATE 24 OCT 06 DATE OF FIELD SURVEY 24 OCT 06
FB. 851 PAGE 59 SCALE 1" = 200'
PROJ.# 227053 I:\

UNLESS ACCOMPANIED BY SIGNED AND SEALED SHEET 1, THEN THIS DRAWING, SKETCH, PLAT, MAP OR DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

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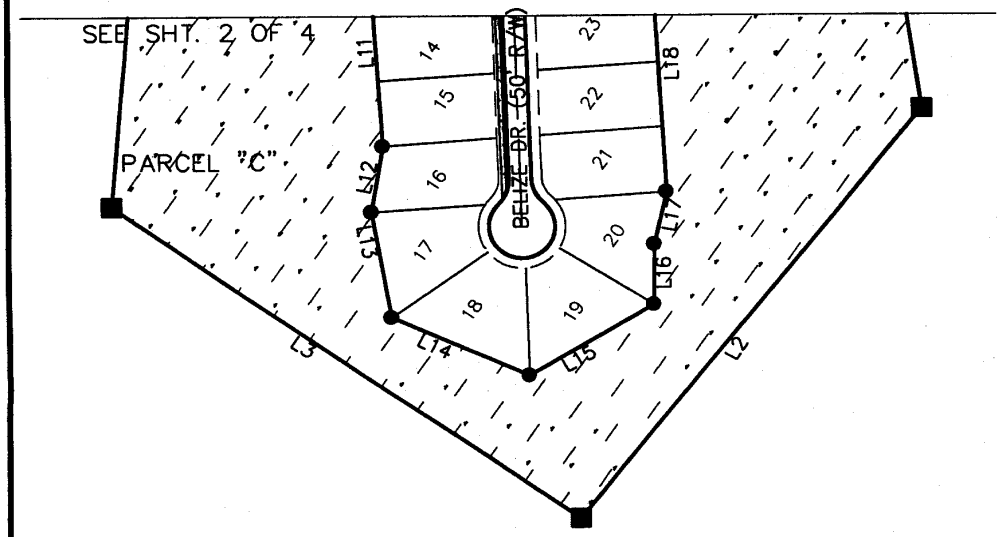
BK: 6019 PG: 627

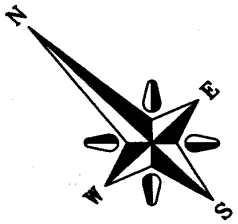
LEGEND

● 1/2" CAPPED IRON ROD SET #6783

■ CONCRETE MONUMENT SET #6783

LINE TABLE		
LINE	BEARING	DISTANCE
L11	S 52°16'53" W	406.64'
L12	S 65°17'24" W	81.55'
L13	S 46°04'56" W	130.12'
L14	S 09°51'29" E	172.73'
L15	S 65°04'53" E	167.60'
L16	N 56°10'59" E	72.86'
L17	N 68°33'01" E	65.63'
L18	N 52°41'22" E	329.77'





SHEET 3 OF 4

BOUNDARY SURVEY

Hatch Mott MacDonald

Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
Certificate of Authorization: LB - 0006783
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DESCRIPTION: SEE SHEET 4 OF 4

ESCAMBIA COUNTY, FLORIDA.

RECORDED IN _____ BOOK _____ PAGE _____
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DATE 24 OCT 06 DATE OF FIELD SURVEY 24 OCT 06
FB. 851 PAGE 59 SCALE 1" = 200'
PROJ.# 227053 I:\

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BK: 6019 PG: 628 Last Page

DESCRIPTION OF CONSERVATION EASEMENT (PARCEL "C")
HMM PROJECT NO. 227053
OCTOBER 20, 2006

A PARCEL OF LAND LYING AND BEING IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 31, WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 15, BLOCK "A", MANCHESTER SUBDIVISION AS RECORDED IN PLAT BOOK 18 AT PAGES 33, 33A, 33B AND 33C OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING BEING A 4" SQUARE CONCRETE MONUMENT STAMPED 6783; THENCE SOUTH 47°35'15" WEST FOR 1384.20 FEET; THENCE NORTH 86°01'03" WEST FOR 636.10 FEET; THENCE NORTH 01°19'43" EAST FOR 657.88 FEET; THENCE NORTH 60°44'08" EAST FOR 1493.46 FEET; THENCE SOUTH 34°10'48" EAST FOR 235.90 FEET; THENCE SOUTH 55°49'12" WEST FOR 208.16 FEET; THENCE NORTH 39°19'30" WEST FOR 118.21 FEET; THENCE NORTH 80°32'48" WEST FOR 23.92 FEET; THENCE SOUTH 52°55'32" WEST FOR 321.29 FEET; THENCE SOUTH 50°40'20" WEST FOR 454.02 FEET; THENCE SOUTH 52°16'53" WEST FOR 406.64 FEET; THENCE SOUTH 65°17'24" WEST FOR 81.55 FEET; THENCE SOUTH 46°04'56" WEST FOR 130.12 FEET; THENCE SOUTH 09°51'29" EAST FOR 172.73 FEET; THENCE SOUTH 65°04'53" EAST FOR 167.60 FEET; THENCE NORTH 56°10'59" EAST FOR 72.86 FEET; THENCE NORTH 68°33'01" EAST FOR 65.63 FEET; THENCE NORTH 52°41'22" EAST FOR 329.77 FEET; THENCE NORTH 50°42'13" EAST FOR 150.34 FEET; THENCE SOUTH 44°41'14" EAST FOR 155.11 FEET; THENCE NORTH 48°10'40" EAST FOR 137.99 FEET; THENCE NORTH 51°09'03" EAST FOR 255.98 FEET; THENCE NORTH 57°49'41" EAST FOR 301.26 FEET; THENCE NORTH 10°59'37" EAST FOR 33.49 FEET; THENCE NORTH 10°55'14" WEST FOR 91.21 FEET; THENCE NORTH 16°37'44" WEST FOR 41.50 FEET; THENCE NORTH 35°53'55" WEST FOR 168.11 FEET; THENCE NORTH 55°49'12" EAST FOR 204.35 FEET; THENCE SOUTH 34°10'48" EAST FOR 316.50 FEET TO THE POINT OF BEGINNING. CONTAINING 16.34 ACRES MORE OR LESS.

BOUNDARY SURVEY SHEET 4 OF 4

Hatch Mott MacDonald

Hatch Mott MacDonald Florida, LLC
Architects Engineers Surveyors
Certificate of Authorization: LB - 0006783
5111 North 12th Avenue (32504) / P. O. Box 2518 (32513-2518)
Pensacola, Florida
Telephone: (850) 484-6011 ¤ Fax: (850) 484-8199

ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM, DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

DESCRIPTION: SEE ABOVE

ESCAMBIA COUNTY, FLORIDA.

RECORDED IN _____ BOOK _____ PAGE _____
SEC. 26 TWP. -2-S RNG. -31-W
DATE 24 OCT 06 DATE OF FIELD SURVEY 24 OCT 06
FB. 851 PAGE 59 SCALE N/A
PROJ.# 227053 I:\

UNLESS ACCOMPANIED BY SIGNED AND SEALED SHEET 1, THEN THIS DRAWING, SKETCH, PLAT, MAP OR DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FILE NO. _____

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13330 **County Administrator's Report 15. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Resolution approving Plan of Finance for Single Family Housing Revenue Bonds for Low Interest Loans to First-Time Homebuyers
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Authorizing the Escambia County Housing Finance Authority to Issue an Aggregate $225,000,000 Single Family Housing Revenue Bonds (Multi-County Program) - Patricia D. Lott, Executive Director, Bryant Miller Olive P.A

That the Board adopt a Resolution which approves a plan of finance, for low-interest loans to first-time homebuyers, and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue Single Family Housing Revenue Bonds from time to time, in an aggregate principal amount not to exceed $225,000,000 (collectively, the “Bonds”).

BACKGROUND:

Since the creation of the Authority by the Board in 1980, the Authority has operated a number of programs to take advantage of federal tax programs that provide low-interest financing for housing. The proposed program described in the Resolution provides affordable mortgage financing for first time homebuyers of low, moderate and median incomes in Escambia County (the “County”) and other participating counties in Florida (the “Program”). The Program offers below market interest rates, or other optional interest rates which assist the homebuyer with down payments or closing costs. The Authority has heretofore approved a single family loan program pursuant to which mortgage loans are originated pursuant to a Program Invitation and Parameters and a Master Mortgage Origination Agreement, and, following the issuance of a series of Bonds, the purchase by the trustee under a trust indenture for such series of Bonds of Mortgage-Backed Securities consisting of such mortgage loans. On December 9, 2017, the Authority will commence a new Mortgage Credit Certificate program for first time homebuyers who otherwise would qualify for mortgage loans under the Authority’s single family program. The Authority will apply to the State Division of Bond Finance for bond volume allocation in the amount of $225,000,000 following the Board’s adoption of the proposed resolution, and intends to request that the allocation be carried forward into

2018. As part of the carryforward process, the Authority is able to designate a portion of the allocation for use in its single-family program or in its multi-family program, and to subsequently convert a portion of the allocation designated for its single-family program for a mortgage credit certificate program. The carryforward allocation would be available to the Authority until December 31, 2020. In the event the Authority elected to convert a portion of the allocation to multi-family projects, the board would have to approve each such project prior to the issuance of any multi-family housing revenue bonds by the Authority. On November 29, 2017, the Authority conducted a TEFRA hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, to take public comment on the plan of finance for the Program, including its intention to issue and sell the Bonds from time to time in an aggregate principal amount not to exceed $225,000,000, including temporary bond anticipation notes in connection therewith. Adoption of the Resolution is the only action required by the Board. The Bonds will be issued by the Authority. Bonds issued pursuant to the plan of finance will never constitute an indebtedness, liability, general or moral obligation, or pledge of the faith, credit or taxing power of the State of Florida, the Authority, Escambia County, or any other political subdivision of the State of Florida within the meaning of any charter, constitutional or statutory provisions or limitations.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Program or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's bond counsel, Bryant Miller Olive P.A., also serves as bond counsel and disclosure counsel to the Authority. JoLinda Herring, of Bryant Miller Olive, has reviewed the Resolution on behalf of the County. Bryant Miller Olive P.A. will also review the documents for each transaction issued under the Plan of Finance on behalf of the Authority and the County to insure that neither the Authority nor the County has any liability or obligation under the Bonds.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Single Family Housing Revenue Bond Program provides first-time homebuyers with housing at affordable rates, thus encouraging home ownership. The Program further serves a public purpose by advancing economic prosperity, health and general welfare of the State of Florida, the County and its people.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION NO. R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR A SINGLE FAMILY MORTGAGE LOAN FINANCING PROGRAM BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING AN AGGREGATE $225,000,000 SINGLE FAMILY HOUSING REVENUE BONDS (MULTI-COUNTY PROGRAM) BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSES OF SUCH PROGRAM; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD BY THE AUTHORITY IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; APPROVING THE REPORT OF THE AUTHORITY IN CONNECTION WITH SUCH PUBLIC HEARING; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, the Authority has previously issued bonds to alleviate the shortage of single family housing and capital for investments in such single family housing, and such bonds have only provided partial relief; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, pursuant to the requirements of the Code, a public hearing was scheduled for November 29, 2017, at 10:00 a.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the "Report"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith.

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the Pensacola News Journal, a newspaper of general circulation in the jurisdiction of the Board on November 10, 2017, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report.

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

(A) After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance in accordance with Section 147(f) of the Code, and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein described and further grants approval (i) of such agreements, indentures, instruments, certifications, applications for bond volume allocation and other documents as may be necessary or convenient or as may be requested by the Borrower to effect, the Plan of Finance and (ii) to take any other action as may be required by the Ordinance. The Authority may establish such series designations and other identifying characteristics of each series of the Bonds as it may deem appropriate to distinguish each series of Bonds. In granting this approval, the Board is aware of the ability of the Authority to carryforward this allocation into 2018 through 2020, and as part of the carryforward process, the Authority may designate a portion of the allocation for use in its single-family program or in its multi-family program, and to subsequently convert a portion of the allocation designated for its single-family program for a mortgage credit certificate program.

(B) Each such series shall be issued upon such terms, and be secured by such sources, as the Authority shall determine; provided that the Authority shall notify the County Administrator in writing of the designation and amount of each such series, prior to the issuance thereof, to the extent, if any, required by Ordinance No. 80-12, Ordinance No. 97-43 or Ordinance No. 2003-8, each as amended and supplemented.

(C) It is the intent hereof that the Board's approval of the Bonds also grants all approvals as may be required by the Ordinance of such instruments, contracts or other documents, and such other actions to be taken as may be necessary or convenient to the Authority in connection with the issuance and sale of the Bonds and any obligations issued to refund or refinance such Bonds.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority shall comply with the applicable provisions of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 5. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 14th day of December, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 12/1/17

(SEAL)

Approved as to form and legality:

By:_____
County Attorney

EXHIBIT A

REPORT OF HEARING OFFICER

[Follows]

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority, a body corporate and politic organized and existing under the provisions of the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes; Ordinance No. 80-12 duly enacted on May 29, 1980, and Ordinance No. 2003-8 duly enacted on March 20, 2003, each by the Board of County Commissioners of Escambia County, Florida, and other applicable provisions of law, with respect to a public hearing for the issuance and sale from time to time of not exceeding $225,000,000 Escambia County Housing Finance Authority Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds") by the Authority for the purpose of financing the single family mortgage program (the "Program") described in the Notice (herein defined).

The public hearing was duly advertised in a newspaper of general circulation in Escambia County, Florida. The proof of publication is attached hereto as **Exhibit "A"** (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance described in the Notice and the contemplated issuance and sale from time to time of the Bonds by the Authority for the purpose of financing the Program. A true and correct transcript of the public hearing is attached hereto as **Exhibit "B."**

No person presenting views at the public hearing opposed the issuance of the Bonds. No written communications were received.

Respectfully submitted,



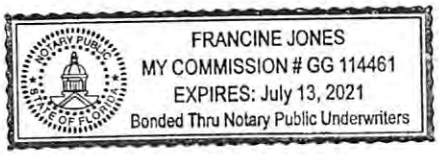
Patricia D. Lott, Executive Director
Escambia County Housing Finance Authority

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, Francine Jones, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, under my hand and notarial seal this 29th day of November, 2017.



Francine Jones

My Commission #: GG 114461
My Commission Expires: July 13, 2021

EXHIBIT "A" TO REPORT OF HEARING OFFICER
PROOF OF PUBLICATION

[Follows]

PENSACOLA News Journal pnj.com

Affidavits Requested:
1

Fran Jones, Assistant to the Directo Escambia County Housing Finance Authority
ESCAMBIA HOUSING FINANCE AUTHO
700 SOUTH PALAFOX STREET, SUITE 310

PENSACOLA FL 32502

RECEIVED
NOV 22 2017
BY: ....

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared **Brittni L Pennington**, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARING

as published in said newspaper in the issue(s) of:

11/10/17

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 10th of November 2017, by Brittni L Pennington who is personally known to me

Brittni L. Pennington
Affiant

Mark Dee Kent
Notary Public for the State of Florida
My Commission expires October 27, 2019

MARK DEE KENT
Notary Public - State of Florida
Comm. Expires October 27, 2019
Comm. No. FF 931265

Publication Cost: $256.42
Ad No: 0002528888
Customer No: PNJ-26713900

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") will hold and conduct a public hearing to be held on Wednesday, November 29, 2017, beginning at 10:00 a.m. or as soon thereafter as such matters may be heard, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, for the purpose of receiving comments and hearing discussion concerning the following:

The proposed issuance by the Authority of its Single Family Housing Revenue Bonds, in an aggregate principal amount of not to exceed $225,000,000 in one or more series. Proceeds of the Bonds will be used to purchase federally insured or guaranteed mortgage loans originated by participating lending institutions to finance the purchase or rehabilitation of new or existing owner-occupied single family residences situated within Escambia County, Florida, and in each county in which the Authority has been granted area of operation authority, including Alachua, Bay, Bradford, Franklin, Gadsden, Hernando, Indian River, Jackson, Jefferson, Leon, Marion, Martin, Okaloosa, St. Lucie, Santa Rosa, Wakulla and Walton by persons or families of low, moderate or middle income, or to purchase securities from a master servicer evidencing interests in or backed by a pool of such mortgage loans, including, without limitation, securities guaranteed by the federal government or agencies thereof (the "Project"). The plan of financing may include the use of proceeds of the Bonds to refund portions of previously issued single family mortgage revenue bonds to thereby make funds available for the financing of the Project, and the Authority reserves the right to elect to issue mortgage credit certificates in lieu of the Bonds.

At such meeting, persons will be given an opportunity to express their views, both orally and through written statements which are submitted to the Authority on or before the public hearing. Written statements may be submitted to: Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority, at facsimile 850-438-5205 or e-mail: pat.lott@escambiahfa.com on behalf of the Authority. Persons are advised that if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Authority will thereafter submit its public hearing report concerning this public hearing to the elected representative responsible for approving the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) days prior to the hearing.

Sandra J. Ward, Chair
Escambia County Housing Finance Authority

Legal No. 2528888 1T November 10, 2017

EXHIBIT "B" TO REPORT OF HEARING OFFICER
TRANSCRIPT

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY
$225,000,000 SINGLE FAMILY MORTGAGE REVENUE
BONDS (MULTI-COUNTY PROGRAM)

PUBLIC HEARING
November 29, 2017
10:00 a.m.

TEFRA HEARING PROCEDURES

PAT LOTT: I am Pat Lott, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Wednesday, November 29, 2017 at 10:00 a.m. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing not in excess of $225,000,000 of tax-exempt bonds for the purpose more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Single-Family Housing Revenue Bonds by the Escambia County Housing Finance Authority. The Authority will be the issuer of the bonds. Ms. Jones, would you state the date of publication for the Notice of Public Hearing?

FRAN JONES: The Notice of Public Hearing was published in the *Pensacola News Journal* on November 10, 2017.

PAT LOTT: Thank you very much, and Ms. Jones would you please read the Notice for the record?

FRAN JONES: Yes.

Note: The Public Notice, as published in the Pensacola News Journal on November 10, 2017, was read into the record by Ms. Jones as follows:

> *Notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") will hold and conduct a public hearing to be held on Wednesday, November 29, 2017, beginning at 10:00 a.m. or as soon thereafter as such matters may be heard, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, for the purpose of receiving comments and hearing discussion concerning the following:*
>
> *The proposed issuance by the Authority of its Single Family Housing Revenue Bonds, in an aggregate principal amount of not to exceed $225,000,000 in one or more series. Proceeds of the Bonds will be used to purchase federally insured or guaranteed mortgage loans originated by*

participating lending institutions to finance the purchase or rehabilitation of new or existing owner-occupied single family residences situated within Escambia County, Florida, and in each county in which the Authority has been granted area of operation authority, including Alachua, Bay, Bradford, Franklin, Gadsden, Hernando, Indian River, Jackson, Jefferson, Leon, Marion, Martin, Okaloosa, St. Lucie, Santa Rosa, Wakulla and Walton by persons or families of low, moderate or middle income, or to purchase securities from a master servicer evidencing interests in or backed by a pool of such mortgage loans, including, without limitation, securities guaranteed by the federal government or agencies thereof (the "Project"). The plan of financing may include the use of proceeds of the Bonds to refund portions of previously issued single family mortgage revenue bonds to thereby make funds available for the financing of the Project, and the Authority reserves the right to elect to issue mortgage credit certificates in lieu of the Bonds.

At such meeting, persons will be given an opportunity to express their views, both orally and through written statements which are submitted to the Authority on or before the public hearing. Written statements may be submitted to: Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority, at facsimile 850-438-5205 or e-mail: pat.lott@escambiahfa.com on behalf of the Authority. Persons are advised that if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Authority will thereafter submit its public hearing report concerning this public hearing to the elected representative responsible for approving the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) days prior to the hearing.

Sandra J. Ward, Chair
Escambia County Housing Finance Authority

PAT LOTT: Where will the proceeds of these bonds be used?

RANDY WILKERSON: The proceeds of these bonds will be used in Escambia County, Florida, and in other participating counties, including Alachua, Bay, Bradford, Franklin, Gadsden, Hernando, Indian River, Jackson, Jefferson, Leon, Martin, Marion, Okaloosa, Saint Lucie, Santa Rosa, Wakulla, and Walton Counties.

PAT LOTT: What is the public purpose of these bonds?

RANDY WILKERSON: Through the program to be financed with the Bonds, the Authority will provide mortgage financing for persons and families of low to moderate income who are first time homebuyers.

PAT LOTT: Mr. Wilkerson, has the Authority also reserved the right to convert a portion of the Bonds for the purpose of issuing Mortgage Credit Certificates (MCC) to eligible homebuyers.

RANDY WILKERSON: Yes.

PAT LOTT: Are there any questions or comments from the public concerning this bond issue?

FRAN JONES: No one from the public is in attendance at this hearing.

PAT LOTT: Ms. Jones, has the Authority received any oral or written communication concerning this public hearing?

FRAN JONES: No, it has not.

PAT LOTT: Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 10:07 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13151 **County Administrator's Report 15. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Waste Services Department Equipment Purchase #1 – 2017 55-Ton Lowboy Trailer
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase of one VE 16-17.0, 55-ton Hydraulic Detachable Gooseneck Lowboy Trailer, from Thompson Tractor Company, for the amount of $69,952.29, per the terms and conditions of NJPA Contract #032515-CAT.

In compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days August 24, 2017, through September 25, 2017. No proposals were received. This unit will primarily be utilized to mobilize/demobilize heavy waste handling equipment from the active Class 1 landfill to maintenance area for repair/maintenance.

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

BACKGROUND:

Landfill haul roads have been asphalted to improve storm water quality, customer egress/ingress and decrease haul road maintenance costs. Heavy waste handling equipment in contact with asphalt surface poses significant damage. Trailer will allow for heavy waste handling equipment to be safely mobilized to maintenance area as needed.

BUDGETARY IMPACT:

Funding for the purchase of this equipment is available in Fund 401 Solid Waste, Cost Center 230314, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, a Purchase Order will be issued from the Office of Management and Budget.

Attachments

Equipment Purchase Backup

Waste Services Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2017 or most current Mfg. model - 0 mileage

Model 55 Ton Hydraulic Detachable Gooseneck Lowboy Trailer

Color: Black

Equipment: See Specification page(s)

Warranty: Standard Manufacturer's Warranty

Options required:

See specifications page(s)

Delivery desired (from order date):

10 days

Maximum Budgeted Purchase Price:

$69,952.29

55 Ton Hydraulic Detachable Gooseneck

Lowboy Trailer

20" Deck Height

STANDARD EQUIPMENT
110,000 lbs. concentrated in 12'
Frame reinforced for single axle booster or flip axle
16" Kingpin setting / 50" loaded 5th wheel height
5-position gooseneck height adjustment +/- 4"
Gooseneck arched for increased truck fender clearance
Hydraulic self-lifting detachable gooseneck
(can lift above or below transport positions)
Hydraulic gooseneck support arm
Air-activated, positive self-locking pin
Gooseneck doesn't require ground bearing pads
31" front loading ramps (1 pair)
4-beam main frame construction
1-3/4" Apitong decking (raised)
10" I beam crossmembers on 24" centers
4" stub crossmembers for 12" centers in outer bays
Swing-out outriggers with planks
Pullout HD outrigger at front, double swing-outs at center
Knuckle trough at rear of deck. 72" long, covered with 1/4" steel
3rd axle air lift
Lowered front cross members in wheel area
Full depth boom trough in wheel area
Boom trough covered with 10ga. steel
Mud flaps
Flag holders, front of deck and rear of trailer
Wide load sign brackets
Triangle cut-outs on deck beams and bolster
14 bent-style D-rings on deck, 2 D-rings on wheel area
Brackets, air and electrical for single axle booster/flip
Rubber mounted sealed lights and harness system
LED Light package (50-state legal)
3 Tail lights per side (amber in center)
Electrical system per DOT regulations
Air, electrical, and hydraulics installed after paint
7-pole electrical connector
Air ride suspension
Adjustable ride height
Raising/lowering air control panel
16 1/2" x 7" air brakes
8.25 x 22.5 10-hole disc wheel
Automatic slack adjusters
One-piece oil seals
Red & white conspicuity markings
Blasted prior to paint
Color: 2-part polyurethane

Open Deck	Hydraulic Detachable
Hydraulic Gooseneck	13' 0" (110" and 86" swing) hydraulic detachable gooseneck
Hydraulic Gooseneck	PTO Hydraulics
Deck Width	102" deck width
Deck Width	Full-width deck
Main Deck	20" loaded deck height w/6" ground clearance
Main Deck	25' 9" deck length
Wheel Area	Bolster style wheel area
Wheel Area	Fixed wheel area
Wheel Area	No wheel covers
Axles	25,000-lb. (5/8" wall) axles
Axle Spacing	55" axle spacing
Brakes / Air	No ABS
Hub / Drum	Steel hub-piloted - cast drum (per complete axle)
Wheel Finish (inside)	8.25 x 22.5 10-hole steel disc wheel
Wheel Finish (outside)	8.25 x 22.5 10-hole steel disc wheel
Spare Wheel	No spare wheel
Tire Size	255/70R22.5 -ST250 16 ply (tire only) (per tire)
Spare Tires	No spare tire
Lights	One pair of 4" round amber strobes at rear ILO 3rd tail light w/switch
Paint	Black
Lights	Remote flasher w/ battery back-up
Brakes / Air	Spring brakes (1st and 2nd axles)

Posting Date	
Due Date for Offers	
Depart.	Pat Johnson, Director
Fleet Maint.	Dennis Rigby

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg., Pensacola, Florida 32502

Offers for the sale of vehicles meeting the specifications for VE 16-17.0 as listed will be accepted until **5:00 pm on** . Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 16-17.0 55 ton Hydraulic Detachable Gooseneck Lowboy Trailer the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg., Pensacola, Florida 32502

Trailer Equipment Order

Seller: Thompson Tractor Company Date 8/24/2017

Purchaser: Escambia Co. Waste Management Customer PO#

Address 13009 Beulah Road Cantonment, FL 32533 Customer Account # 2681000

Customer Conta Dennis Rigby Telephone 850-937-2166

EQUIPMENT		TRANSACTION	
Make/Model:	TK110HDG Advantage Plus Hydraulic Detach (20" Deck Heigh	(1) Sales Price	69,952.29
Serial No:	1TKJ05331HY082611	(2) FET Tax	0.00
Description:	TK110HDG Advantage Plus Hydraulic Detach (20" Deck Heigh	(3) Sales Tax (County, Local, State)	0.00
	*See Attached Build Spec	(4)Subtotal (1+2+3)	69,952.29
	*In Accordance with NJPA Contract #032515-CAT	(5) Insurance (+)	
		(6) Subtotal (4+5)	69,952.29
Availability: In-Stock		(7)Filing Fee (+)	
		(8) Other (+)	
WARRANTY (Standard)	0	(9) Total (6+7+8)	69,952.29

*Net Trade Difference:	Line(1)				69,952.29
	Minus Line (9A) Trade In Value				0.00
	Net Difference				69,952.29
Tax				FET	0.00
	State Tax:	%	0.00	State	0.00
	County Tax:	%	0.00	County	0.00
	Local Tax:	%	0.00	Local	0.00
				Total Tax	0.00

The Equipment purchased hereunder will be delivered to Purchaser at _____

As soon as available from Seller's stock or from the factory subject to normal delivery scheduling and the Sales Price (Line 1) includes normal delivery charge, unless the following sentenc plies. (Mark Box if applicable.) Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in the preceding sentence and a separate delivery charge is shown on Line (7). Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

If insurance is not included here, list Purchaser's Insurance Agent. _____

TRADE-IN:	Serial No:	
(9A) Trade In Value		0.00
(10) Less Unpaid Balance on Trade (details)		
(11) Net Equity in Trade-In		0.00
(12) Cash Down Payment		
(13) Total Purchaser's Payment (11+12)		0.00
(14) Net Balance Due or Amount to be Financed (9-13)		69,952.29
(15) Finance Charge @ %		
(16) Total Time Pay Balance (14+15)		69,952.29
Proposed Contract: Monthly Payments of each	and a Final Payment of	First Payment Due:

REMARKS

This order is subject to approval by Seller's Sales Management and Credit Department and acceptance in writing by Seller. Purchaser waives notice of acceptance.

Salesman Sales Manager Credit Department

Thompson Tractor Co., Inc. has a preventive maintenance program available through its Service Department. Do you want to purchase it for the equipment ?

Order Accepted:

Thompson Tractor Co., Inc.
By: Michael Pursley *Michael Pursley*
Title: Truck Product Support Sales Manager
Date: 08.24.17

This Order consists of two pages, Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page

PURCHASER: _____

TK110HDG Advantage Plus Hydraulic Detachable

20" Deck Height

10003 - STANDARD EQUIPMENT
110,000 lbs. concentrated in 12'
Frame reinforced for single axle booster or flip axle
16" Kingpin setting / 50" loaded 5th wheel height
5-position gooseneck height adjustment +/- 4"
Gooseneck arched for increased truck fender clearance
Hydraulic self-lifting detachable gooseneck
(can lift above or below transport positions)
Hydraulic gooseneck support arm
Air-activated, positive self-locking pin
Gooseneck doesn't require ground bearing pads
31" front loading ramps (1 pair)
4-beam main frame construction
1-3/4" Apitong decking (raised)
10" I beam crossmembers on 24" centers
4" stub crossmembers for 12" centers in outer bays
Swing-out outriggers with planks
Pullout HD outrigger at front, double swing-outs at center
Knuckle trough at rear of deck. 72" long, covered with 1/4" steel
3rd axle air lift
Lowered front cross members in wheel area
Full depth boom trough in wheel area
Boom trough covered with 10ga. steel
Mud flaps
Flag holders, front of deck and rear of trailer
Wide load sign brackets
Triangle cut-outs on deck beams and bolster
14 bent-style D-rings on deck, 2 D-rings on wheel area
Brackets, air and electrical for single axle booster/flip
Rubber mounted sealed lights and harness system
LED Light package (50-state legal)
3 Tail lights per side (amber in center)
Electrical system per DOT regulations
Air, electrical, and hydraulics installed after paint
7-pole electrical connector
Air ride suspension
Adjustable ride height
Raising/lowering air control panel
16 1/2" x 7" air brakes
8.25 x 22.5 10-hole disc wheel
Automatic slack adjusters
One-piece oil seals
Red & white conspicuity markings
Blasted prior to paint
Color: Trail King 2-part polyurethane

Open Deck	TK110HDG Advantage Plus Hydraulic Detachable
Hydraulic Gooseneck	13' 0" (110" and 86" swing) hydraulic detachable gooseneck
Hydraulic Gooseneck	PTO Hydraulics
Deck Width	102" deck width
Deck Width	Full-width deck
Main Deck	20" loaded deck height w/6" ground clearance
Main Deck	25' 9" deck length
Wheel Area	Bolster style wheel area
Wheel Area	Fixed wheel area
Wheel Area	No wheel covers
Axles	25,000-lb. (5/8" wall) axles
Axle Spacing	55" axle spacing
Brakes / Air	No ABS
Hub / Drum	Steel hub-piloted - cast drum (per complete axle)
Wheel Finish (inside)	8.25 x 22.5 10-hole steel disc wheel
Wheel Finish (outside)	8.25 x 22.5 10-hole steel disc wheel
Spare Wheel	No spare wheel
Tire Size	255/70R22.5 -ST250 16 ply (tire only) (per tire)
Spare Tires	No spare tire
Lights	One pair of 4" round amber strobes at rear ILO 3rd tail light w/switch
Paint	Black S7203 with white decals
Lights	Remote flasher w/ battery back-up
Brakes / Air	Spring brakes (1st and 2nd axles)

PURCHASE REQUEST FORM

SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT, FL 32533-8801

DATE: 8/24/2017

TIME: _____

PROJECT AND / OR PROPERTY NUMBER: Landfill Operations

SUGGESTED VENDOR: ADDRESS & PHONE NO. Thompson Tractor Michael Pursley 205-540-0149

COUNTY PICKUP X VENDOR DELIVERY _____ DATE NEEDED _____

NAME OF EMPLOYEE TO CALL CONCERNING REQUEST Dennis Rigby

PO REQUEST OVER $1,000 X VISA _____ VOUCHER UNDER $2,499 _____

PURCHASE ORDER NO. _____ CALL NUMBER _____

APPROVED BY _____ DATE APPROVED _____

SPECIAL INSTRUCTIONS: Per NJPA Contract # 032515-CAT

QUANTITY	UNIT	ITEM NUMBER AND DETAIL DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Ea	Trailking TK110HDG Advantage Plus Hydraulic Detach		$69,952.29
		Lowboy trailer		
		Trailer is needed to transport equipment to and from Class 1		
		and to carry for repair.		
		Trailer is in stock at Thompson Tractor		
			TOTAL	$69,952.29

COST CENTER: _____ OBJECT CODE: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13307 **County Administrator's Report 15. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Hixardt Technologies, Inc., Staffing Agreement for Structured Query Language (SQL) Services
From: Shawn Fletcher, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Hixardt Technologies, Inc., Staffing Services Agreement for Structured Query Language Services - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Hixardt Technologies, Inc., Staffing Services Agreement for Structured Query Language (SQL) Services:

A. Approve the Hixardt Technologies, Inc., Staffing Services Agreement for SQL Services, Agreement #10112017MH01, GSA #GS-35F-0576P, for Database Analyst Intermediate Support for 60 hours, for a total of $7,235.40 yearly;

B. Authorize the issuance of the Purchase Order; and

C. Authorize the County Administrator to execute the Agreement, the Purchase Order, and all documents related to the acceptance of this Agreement.

[Funding Source: Funds are available in the current Budget, General Fund (001), Cost Center 270102, Object Code 53101]

BACKGROUND:

Structured Query Language (SQL) servers support all of the operations of Escambia County Board of County Commissioners. The Information Technology department over the years has contracted with a professional services DBA (Data Base Administrator) firm for support, which requires more in depth knowledge than the staff have. This has proven to be a good solution over the years because it is more cost effective than having a full time DBA on staff with the Information Technology department.

BUDGETARY IMPACT:

The funds are currently available in the budget in General Fund (001), Cost Center 270102 and Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

Hixardt Technologies Structured Query Language (SQL) Service Agreement has been approved as to form and legal sufficiency.

PERSONNEL:

The implementation of this service agreement will be accomplished with Hixardt Technologies and Information Technology staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60

IMPLEMENTATION/COORDINATION:

Hixardt Technologies and Information Technology Department will be responsible for the implementation

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Attachments

Hixardt Technologies SQL Services Agreement

Hixardt TECHNOLOGIES, INC.

GSA #GS-35F-0576P SERVICES AGREEMENT

Agreement # 10112017MH01

This Agreement is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, by and through its Information Technology Department, 221 Palafox Place, Suite 210, Pensacola, FL 32502 and Hixardt Technologies, Inc., of 119 West Intendencia Street, Pensacola, FL 32502.

In this Agreement, the party who is contracting to receive services shall be referred to as "CLIENT", and the party who will be providing the services shall be referred to as "HIXARDT".

HIXARDT has a background in IT consulting, system administration, remote network management, Staffing, and Managed Services. HIXARDT and is willing to provide services to CLIENT based on this background.

CLIENT desires to have the following services provided by HIXARDT.

> **Hixardt Staffing Services** – Provide Database Analyst - Intermediate based on State, and GSA contract schedule pricing.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. HIXARDT will provide to the CLIENT up to sixty (60) hours during any one year term of the services referenced above (collectively, the "Services") on an as-needed basis. Additional hours may be requested by CLIENT on an as-needed basis and approved by contract modification prior to commencing such Services.

2. EQUIPMENT ACCESS. CLIENT shall provide HIXARDT remote access to CLIENT computer equipment to perform Services under this agreement. CLIENT shall provide HIXARDT access to certain telephone equipment to facilitate HIXARDT's performance of its duties hereunder.

3. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed, and the specific hours to be worked by HIXARDT shall be determined by HIXARDT and coordinated with the CLIENT. CLIENT will rely on HIXARDT to work as many hours as may be reasonably necessary to fulfill HIXARDT's obligations under this Agreement. HIXARDT will make best effort to maintain a four-hour response time to critical IT events during normal working hours, and twenty-four (24) hour response time for normal operational support. Response during after hours, weekends, and holidays will be mutually agreed upon. Training or other special projects will be by mutual agreement.

4. PAYMENT. The CLIENT's payment schedule for Services is provided in the table below:

Hixardt Staffing Service Contract Base Year				
Hours	**Device**	**Price per hour**	**Discount**	**Yearly Cost**
Hixardt Staffing Services				
60	Database Analyst - Intermediate	$119.69	GSA	$7181.40
60	GSA IFF Fee	$.90	GSA	$54.00
T&M	Database Analyst - Intermediate	$119.69	GSA	$0.00
T&M	GSA IFF Fee	$.90	GSA	$0.00
Total Yearly Services				

Note (1): Any additional services and fees will be approved by CLIENT via formal quote or contract modification prior to commencing such services and will be billed separately or via this agreement as agreed to by HIXARDT and CLIENT.

5. PAYMENT TERMS. HIXARDT may request payment from CLIENT on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services received and accepted with appropriate supporting documentation. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. HARDWARE & SOFTWARE PURCHASES. HIXARDT will provide CLIENT with a quote for all hardware and software requested by CLIENT. This quote will include a fixed fee for installation, and will be assed the appropriate sales tax. CLIENT will sign and Fax or Email signed quote back to HIXARDT to provide authorization for order to be processed. Signed quotes must be received prior to order being fulfilled. These items will be billed separately from the CLIENT's MSP service contract.

7. TERM. The parties agree to the following term for the agreement:

A. INITIAL TERM. The initial term of this Agreement shall commence upon the date last executed by the parties and shall run for a period of one (1) year. ("Initial Term")

B. RENEWAL. The Agreement shall be renewable for successive one-year terms based upon mutual agreement of the parties. To facilitate the renewal process and no later than sixty (60) days prior to the expiration of the Initial or then current term, the parties shall meet to discuss any required changes in the pricing of services and / or the services to be provided. Escalation of current contract service fee increases will be restricted to 2.5% of the current contract term price and will automatically apply each year. Current discounts will carry forward into the new service contract year. This agreement will then be modified to reflect any agreed

or additional service changes. The contract will automatically renew for an additional (1) year term, if CLIENT does not provide a written notice of cancellation within (30) calendar days of the contract renewal date.

8. TERMINATION. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 calendar days' written notice to the other party. In the event of termination by either party as provided herein, HIXARDT shall be paid for any services provided through the date of termination.

9. WARRANTY. This Agreement provides management and consulting services only and does not provide a warranty or service warranty. Hardware purchased by CLIENT will be sold with a manufacturer's warranty/and or manufacturer's service warranty. CLIENT may purchase a Service Warranty contract from Hixardt for the maintenance and support of CLIENT's legacy hardware.

10. RELATIONSHIP OF PARTIES. It is understood by the parties that HIXARDT is an independent contractor with respect to CLIENT, and not an employee of CLIENT. CLIENT will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of HIXARDT.

11. INDEMNIFICATION. HIXARDT shall indemnify, defend and hold harmless CLIENT and its officers, directors, employees, successors, and assigns from and against any and all liability, loss, actions, claims, or demands incurred by or asserted against CLIENT as a result of or arising from breach of the terms of this Agreement or related to the services provided by HIXARDT under this Agreement.

12. INFORMATION SECURITY AND CONFIDENTIALITY. HIXARDT realizes that the CLIENT's information is sensitive in nature. HIXARDT will treat all CLIENT information with the strictest confidence to insure that the information remains private WHEREAS HIXARDT (a) must receive and hold the Proprietary Information of the CLIENT in trust and in the strictest confidence: (b) must protect such Proprietary Information from disclosure and in no event take any action causing, or fail to take the action necessary in order to prevent, any such Proprietary Information to lose its character as proprietary Information; and (c) must not use reproduce, distribute, disclose or otherwise disseminate the Proprietary Information of the disclosing Party except in the PERFORMANCE OF SERVICES and when mutually agreed upon by both parties. Further HIXARDT will continually evaluate and implement solutions and procedures to safeguard such information. We understand that HIXARDT has satisfied itself that it has no conflicts of interest which would prevent it from being involved in this engagement. HIXARDT agrees to advise CLIENT promptly if any conflict of interest arises or becomes evident during the course of this Agreement.

13. EMPLOYEES. HIXARDT's employees, who perform services for CLIENT under this Agreement, shall also be bound by the provisions of this Agreement. CLIENT will not solicit HIXARDT employees and HIXARDT will not solicit CLIENT employees without the

mutual agreement of both parties during the term of this Agreement and for 90 days following the termination of this Agreement.

14. RETURN OF RECORDS. Upon termination of this Agreement, HIXARDT shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in HIXARDT's possession or under HIXARDT's control and that are CLIENT property or relate to CLIENT business.

15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for CLIENT:
Shawn Fletcher
IT Director
Escambia County
221Palafox Place, Suite 201
Pensacola, FL 32502
Email: it_contracts@myescambia.com

IF for HIXARDT:
Michael E. Hicks Jr.
Hixardt Technologies, Inc.
President/CEO
119 West Intendencia St
Pensacola, FL 32502
Email: mike.hicks@hixardt.com

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

17. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

18. ACTS OF GOD. Delay in performance by HIXARDT of any services under this Agreement beyond the control of HIXARDT such as things due to strikes, acts of God, national emergency, labor or material shortage, or other cause shall be an excusable delay and shall not give rise to any right of CLIENT to cancel or rescind this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

22. Public Records. HIXARDT 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. HIXARDT 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. HIXARDT 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, HIXARDT 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 HIXARDT fails to abide by the provisions of Chapter 119, Florida Statutes, the CLIENT /COUNTY may, without prejudice to any other right or remedy and after providing seven days written notice, during which period HIXARDT still fails to allow access to such documents, terminate the contract. In such case, HIXARDT shall not be entitled to receive any further payment.

IF HIXARDT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HIXARDT'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

Escambia County, Florida

By: _____
Jack R. Brown, County Administrator

Date: _____

Witness: _____

Witness: _____

Hixardt Technologies, Inc.

By: _____
Michael E. Hicks Jr., Pres-CEO

Date: 28 NOV 17

Approved as to form and legal sufficiency.

By/Title:
Date: 11/16/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12983 **County Administrator's Report 15. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: 2017/18 Fair Housing Services Agreement with Escambia-Pensacola Human Relations Commission
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2017/2018 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2017/2018 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), in the amount of $84,265, for the 2017/2018 Fiscal Year, subject to Legal review and signoff; and

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

[Funding: Fund 129/2017 CDBG, Cost Centers 370231 and 370229]

BACKGROUND:

The County's Fair Housing Ordinance provides for fair and equal access to housing for all persons, and the Ordinance is administered and enforced by the Escambia-Pensacola Human Relations Commission (HRC) under the Community Development Block Grant (CDBG) funded Agreement. HRC activities are supportive of the Federal Fair Housing law and the State of Florida Fair Housing Act, both of which are directly applicable to all jurisdictions within the State. The funding aids in providing support for fair housing activities undertaken by the HRC, including partial agency staffing support.

The County and City of Pensacola have utilized HRC for fair housing related education and enforcement services since passage of the County and City Fair Housing Ordinances in the mid-1980's. HRC staff provides assistance to citizens regarding

housing related questions which may include discrimination allegations, eviction issues, and housing conditions.

The Board approved the 2017/18 Escambia Consortium Annual Action Plan on August 3, 2017, which included funding for this Agreement in the amount of $84,265 for the period October 1, 2017 through September 30, 2018 (Exhibit I). The Agreement (Exhibit II) is renewed annually subject to availability of CDBG funding.

BUDGETARY IMPACT:

The $84,265 in CDBG Program funding is budgeted in Fund 129/CDBG, Cost Center 370229 and 370231. No County general funding is being provided to HRC this fiscal year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement is being approved subject to legal review and signoff.

PERSONNEL:

Staffing is provided by the HRC through this Agreement. There is no impact on County staffing as a result of continuation of this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG Agreements are required for sponsoring agencies, which must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Implementation will be handled by the Neighborhood Enterprise Division (NED) in coordination with the HRC.

Attachments

Ex I-BCC HUD Annual Plan approval

EX II-Fair Housing Agreement

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

10. Taking the following action concerning the Escambia Consortium Florida 2017 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370229, 370230, and 370231; Fund 147/HOME, Cost Center 370269; and Fund 110/ESG, Cost Center 370293):

A. Approving the Escambia Consortium Florida 2017 Annual Action Plan for Housing and Community Development, detailing the use of 2017 Community Development Block Grant (CDBG) funds in the amount of $1,478,299; 2017 HOME Investment Partnerships Program (HOME) funds in the amount of $880,028; and 2017 Emergency Solutions Grant Program (ESG) funds in the amount of $144,059; and

B. Authorizing the County Administrator to execute all Escambia Consortium Florida 2017 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2017 CDBG, 2017 HOME, and 2017 ESG Programs.

11. Approving, and authorizing the Chairman to sign, the *Agreement for ADA Modifications for County Facilities and Parks (PD 16-17.035)*, between Escambia County, Florida, and Empire Builders Group, Inc., per the terms and conditions of PD 16-17.035, 2017 ADA Modifications for County Facilities and Parks, in the amount of $241,232 Base Bid, plus $70,096 Alternate #3 (funds are available in: Fund 129, 2012 CDBG, Cost Center 370211, Object Code 56301 – $5703; Fund 129, 2013 CDBG, Cost Center 370218, Object Code 56301 – $45,000; 2014 CDBG, Cost Center 370221, Object Code 56301 – $45,000; and 2016 CDBG, Cost Center 370228, Object Code 56301 – $215,625).

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY
FINAL ALLOCATION NOTIFICATION

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2017/2018 Annual Housing and Community Development Plan for the period October 1, 2017 - September 30, 2018. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2017/2018 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2017 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2017 - September 30, 2018)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2017 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding which is detailed as follows. The numbers below reflect final allocation numbers as provided by HUD.

ESCAMBIA COUNTY

2017-2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES

HOUSING REHABILITATION:

Housing Rehabilitation Program (General) **$375,000***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable

improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

ADMINISTRATION/PLANNING:

General Grant Administration/Management **$268,100**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency **$17,500**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance **$45,000**

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling **$15,340**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

Fair Housing **$84,265**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community. ($10,059 to be funded from administrative funds and $74,206 from Public Services)

Transit Program **$16,650**

Pilot program to support reduced fares for elderly, disabled and/or low income riders to expand transportation service in the north end of the County. Should HUD funding allocation be less than indicated in the totals below, this program may be reduced or not provided in order not to exceed the CDBG cap on public services.

DEMOLITION/CLEARANCE:

Demolition/Clearance of Unsafe Structures or Properties **$68,100**

Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

County Facility Handicapped Accessibility Improvement Project **$266,344**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park. May be used to support PD 16-17.034 if needed. (Countywide)

CRA Neighborhood Improvement Project Enhancements **$275,000**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

TOTAL 2017 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **$1,478,299**

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FAIR HOUSING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **14th** day of **December 2017**, by and between the County of Escambia, hereinafter referred to as the "County," and the **Escambia-Pensacola Human Relations Commission**, hereinafter referred to as the "Recipient."

W I T N E S S E T H

WHEREAS, the County has been awarded a Community Development Block Grant (CFDA 14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the administration of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to administer and implement a portion of the Community Development Block Grant for administration of the County's Fair Housing Ordinance;

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division of the Escambia County Neighborhood & Human Services Department.

ARTICLE II
Scope of Services

2. The Recipient agrees to **administer and enforce the County's Fair Housing Ordinance for equal access and equal opportunity in housing and investigate all claims of housing discrimination** in unincorporated Escambia County by providing operational expenses as generally described in Attachment 1, attached hereto and made a part thereof.

ARTICLE III
Funding

3. The County agrees to pay the Recipient an amount not to exceed **$84,265.00** (comprised of $10,059 in administrative funds and $74,206 from public service funds) solely from available Community Development Block Grant funds.

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment 2, attached hereto and made a part thereof;

3.3 Funds may be transferred from line item to line item within the line items specified in Attachment 2 only with prior written approval of the County and no expenditure shall exceed the maximum indebtedness of this contract.

ARTICLE IV
Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress, and financial statement showing in Attachment 3;

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment 3, attached hereto and made a part thereof;

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County;

4.3 This report is due on the 10th day of each subsequent month;

4.4 The Recipient shall provide the County with additional program information as needed.

ARTICLE V
Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County, in operating the aforementioned service. The Recipient shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages arising from the operating of the services required by this contract during the course to the extent allowable under the law.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2017**, and shall terminate on the **30th day of September 2018**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of the termination only.

ARTICLE VII
Accountability

7. The Recipient agrees to maintain such property, personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this contract by both the County and the United States Department of Housing and Urban Development or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII
General Provisions

8. The Recipient accepts these funds so appropriated in accordance with the terms of this contract.

8.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

8.2 To consent to such audits by United States Department of Housing and Urban Development and the County Auditors Offices as the Council Auditor may require;

8.3 To produce all documents required upon request by the County and the United States Department of Housing and Urban Development;

8.4 To provide the County with the audit of the program as carried out for the Escambia County Community Development Grant Program by an independent certified public accountant.

ARTICLE IX
Nepotism

9. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this contract, which statute is hereby referred to and incorporated by reference herein.

ARTICLE X
Civil Rights

10. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status,

as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

10.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

10.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE XI
Housing and Urban Development Act of 1968
Section Three Clause

11. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment 4, attached hereto and made a part thereof.

ARTICLE XII
Equal Employment Opportunity

12. The Recipient agrees to abide by the Equal Employment Opportunity Clause for Contracts Subject to Executive Order #11246, as described in Attachment 4, attached hereto and made a part thereof.

ARTICLE XIII
Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment 4.

ARTICLE XIV
Procurement

14. The Recipient shall be required to adhere to the following procurement requirements on their purchase of materials, supplies and equipment:

Any purchase or aggregate purchase of $5,000 OR more will require a formal bid procedure (advertising and sealed bids).

ARTICLE XV
Public Records.

15. 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. Recipient 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. Recipient 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, Recipient 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 Recipient 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 Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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 duly executed this agreement the date and year first shown above written.

Signature page to follow

Remainder of page intentionally left blank

ESCAMBIA COUNTY, a political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Jeff Bergosh, Chairman

By:_____
Deputy Clerk

BCC Approved: December 14, 2017

Witnessed:

_____

Print Name:_____

_____

Print Name:_____

RECIPIENT: Escambia-Pensacola Human Relations Commission

By:_____
_____, Chair

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before this _____day of _____, 2017 by _____, Chairman of the Board of Escambia-Pensacola Human Relations Commission, who did not take an oath and who:

_____ is/are personally known to me.
_____ produced current Florida driver's license as identification.
_____ produced current _____as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed

My Commission Expires: _____
Commission Number: _____

ATTACHMENT 1

I. SCOPE OF SERVICES

The Pensacola-Escambia Human Relations Commission (HRC) will administer Section 58, Article IV of the Code of Ordinances of Escambia County**.** The Pensacola-Escambia Human Relations Commission will exercise those duties and powers as prescribed by the Code of Ordinances.

The County will provide **$84,265** of CDBG Funds for the administration of its Fair Housing Ordinance. The CDBG funds must directly be spent on administrative expenses and program activities associated with the Fair Housing Ordinance and public education regarding same.

The Pensacola-Escambia Human Relations Commission will also be required to provide, at a minimum, the following:

1. Public awareness brochures and programs/workshops designed to promote and inform the community regarding the Fair Housing Ordinance, equal access and equal opportunity in Housing within Escambia County.

2. Semi-annual reports to County Commission concerning the status of housing discrimination in the County and the enforcement of the provisions of this ordinance along with recommendations concerning methods by which to reduce such discrimination.

3. Monthly reports to the County concerning each housing discrimination claim categorized by race, income, and gender.

4. Assistance with preparation of the new Assessment of Fair Housing (AFH) under the 24 CFR Part 5 Affirmatively Further Fair Housing rule.

5. A year end summary of all clients assisted under this grant with race, income, and gender demographics.

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisements and/or promotions a statement that whole or partial funding of the project is supplied by Escambia County's Community Development Block Grant or wording to that effect.

III. RECIPIENT INFORMATION

CONTACT PERSON: Rebecca Hale - (850) 437-0510
2257 North Baylen St., Pensacola, FL 32501

IV. MONTHLY REPORTS

A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County.

B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.

C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible project or program costs.

D. The monthly report is due on the 10th day of the subsequent month.

E. Monthly reports not submitted shall give cause for further payments to the recipient being withheld.

F. Reports will document the number of clients by income (30% area median income, 50% area median income, or 80% area median income as shown below), race (HOH only), and gender (HOH only). Income limits are provided below and may be updated without formal contract amendment with notification from the County contract manager.

ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS
2017 INCOME GUIDELINES

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	$13,050	$21,700	$34,750
2	16,240	24,800	39,700
3	20,420	27,900	44,650
4	24,600	31,000	49,600
5	28,780	33,500	53,600
6	32,960	36,000	57,550

ATTACHMENT 2

The Recipient shall adhere to the following line items in performing the services required under this contract.

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
FISCAL YEAR 2017 - 2018 BUDGET

	Admin Funds	Public Svs Funds	GRAND TOTALS
Salaries & Benefits	$10,059.00	$54,990.52	$65,049.52
Accounting & Audit Services		$11,000.00	$11,000.00
Postage		$500.00	$500.00
Copier Lease & Maintenance		$5137.44	$5137.44
Office Supplies/Printing		$2578.04	$2578.04
TOTALS	**$10,059.00**	**$74,206.00**	**$84,265.00**

I. BUDGET REVISION

The Recipient will be allowed to shift up to 15% of the total contract amount the above line items without official Board approval. Any such revisions must be documented in writing to Neighborhood Enterprise Division (NED). Any revision exceeding the 15% level will require approval by the Board of County Commissioners.

II. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

III. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any line item not included in the budget will be an ineligible expenditure.

IV. PROJECT EVALUATION, MONITORING AND REVIEW

A. This program can be monitored during the period of the contract. The Recipient shall provide any reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.

B. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; sub-section 6.1.

C. Bonuses and severance packages are not eligible for reimbursement under this contract. Fringe and Benefits are eligible costs provided that the costs are reasonable.

Attachment 3

PAYMENT REQUEST FORM

PROJECT:	**FAIR HOUSING SERVICES AGREEMENT**
CONTRACT YR:	**2017/18**
REQUEST NUMBER:	
CONTRACT AMOUNT:	**$**

Date Payment Request Submitted _____

Date Payment Desired _____

1. Total funds you have received thus far $ _____
2. Actual disbursements made thus far $ _____
3. Total funds remaining budget $ _____
4. Funds required $ _____
5. Funds requested but not yet received $ _____
6. Total funds to be received from this request $ _____

I certify that the report data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

_____
Authorized Signature

_____
Position

Comments

_____

_____

MONTHLY STATUS REPORT

REPORT # _____

TO:	**ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION**
FROM:	**ESCAMBIA PENSACOLA HUMAN RELATIONS COMMISSION**
DATE:	
PROJECT:	**FAIR HOUSING SERVICES AGREEMENT**
CONTRACT YR:	**2017/18**

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR, EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.

II. FINANCIAL REPORT

FINANCIAL REPORT

PROJECT:	**FAIR HOUSING SERVICES AGREEMENT**
CONTRACT YR:	**2017/18**
MONTH:	
CONTRACT AMOUNT:	

EXPENDITURES:

ITEM **COST**

_____

_____

_____

_____

_____

Total expenditures this period **$** _____

Remaining contract amount **$** _____

Balance end of this reporting period **$** _____

Comments

_____

_____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

_____
Authorized Signature

_____ _____
Position **Date**

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

Attachment 4

LISTING OF STANDARD CONTRACT PROVISIONS

Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 CFR 570.503(b)3 and 24 CFR 504
  The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

- Conditions for Religious Organizations 24 CFR 570.200(j)
  In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:

  - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

- Reversion of Assets 24 CFR 570.503(b)8
  Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control that was acquired or improved in whole or in part in excess of Twenty-Five Thousand Dollars ($25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 CFR 570.611) reads in substance as follows:

  - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto,

or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 CFR 84.42, 24 CFR 85.36, 24 CFR 570.611, and additionally:

  No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 CFR Part 1, as related to non-discrimination in federally-assisted programs.

- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), as amended, and implementing regulations.

- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.

- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.

- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).

- The lead based paint requirements of 24 CFR Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.

- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 CFR 2424.

- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

  - A-87

- A-110
- A-122
- A-133

- Section 3
  - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:

  - The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

  - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

  - The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

  - The contractor will include the Section 3 clause set forth in 24 CFR 135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 CFR 570.607).

  - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
  - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

- Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—As required by 24 CFR 570.603, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be

required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- Drug-Free Workplace Act of 1998 (41 USC 701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.

- Resource Conservation and Recovery Act (42 USC 6962); 24 CFR 84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 CFR 84.21.

- Use of real property (24 CFR 570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years.

Any change of use of real property requires consultation with the County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 CFR 570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.

- Procurement and Competitive Processes (24 CFR 84.43-48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

- Records retention requirements (24 CFR 570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 CFR 91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Escambia-Pensacola Human Relations Commission will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **Escambia-Pensacola Human Relations Commission** Date: October 1, 2015

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-17-UC-12-0012

Escambia-Pensacola Human Relations Commission shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: 2257 North Baylen Street

Pensacola, FL 32501

_____

_____

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: TWO (2)

SIGNED:_____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Name: _____

Firm/Agency: **Escambia-Pensacola Human Relations Commission**

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 *&* 2 CFR PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) *and* 2 CFR Part 200 (http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Escambia-Pensacola Human Relations Commission

By:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13282 **County Administrator's Report 15. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Approval to Issue PO In Excess of $50,000 to Halcore Group Inc., VE 17-18.001
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order to Halcore Group, Inc., in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

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

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

B. Authorize the issuance of a Purchase Order for two Navistar 4300 Series Chassis, for the Public Safety Department, to Halcore Group, Inc., (d/b/a Horton Emergency Vehicles), in the amount of $512,020, according to the Specification Number VE 17-18.001.

In an effort to encourage competition from local businesses and in compliance with Board-adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

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

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17- 18.001 Public Safety Department Vehicle Purchase was posted beginning October 9, 2017 for a

period of 30 days. A quote was obtained by Horton Emergency Vehicles Company, for the purchases based on the specifications in VE 17-18.001. No other quotes were received on this posting.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Vehicle Solicitation

Ambulance Quote

Board of County Commissioners • Escambia County, Florida

Paul Nobles,

Purchasing Manager

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2017 - - 0 Mileage

Model: NEW EMERGENCY MEDICAL VEHICLE

Color: White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Posting Date	Monday, October 9, 2017
Due Date for Offers	Wednesday, November 8, 2017
Depart.	Public Safety / EMS
Fleet Maint.	**Tamika Williams**, Public Safety, Business Manager

Offers for the sale of vehicles meeting the specifications for VE 17-18.001 as listed will be accepted until **5:00 pm on Wednesday, November 8, 2017.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 17-18.001 NEW EMERGENCY MEDICAL VEHICLE the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Horton EMERGENCY VEHICLES

Horton Emergency Vehicles--3800 McDowell Rd--Grove City, OH 43110

CATEGORIES:

A	*Chassis*
B	*Body Connection Pass Thru Type*
BH	*Chassis Accessories*
BL	*Chassis Electrical*
C	*Conversion Model*
CB	*Module Body Modifications*
D	*Module Body Hardware*
E	*Paint and Striping*
F	*Cabinet Doors, Handles and Hardware*
G	*Interior Colors*
H	*Interior Cabinets, Streetside*
I	*Interior Cabinets, Curbside*
J	*Front Wall Cabinets*
K	*Interior Accessories and Trim*
L	*Cot Mount, and Patient Handling*
M	*Warning Systems, Visual*
MN	*Warning Systems, Audible*
O	*Lights, Non Emergency*
P	*Electrical Power Group*
Q	*Heat, Ventilation, Air conditioning*
R	*Console, Radio, and communications*
T	*Oxygen and Suction*
U	*Lettering and Graphics*
Z	*Other*

ESCAMBIA COUNTY EMS
6575 NORTH 'W' ST
PENSACOLA, FL 32505
STEVE WHITE

Year:	2018
Chassis:	Navistar Medium, 102"
Type:	MED
Model:	603A

Rev 1 Edit/Review ***12044***

Prepared By: **Jason Cavallo**

Option	*Std*	*Qty*	*Header/Description/Data*	Proposal Total

AA000000 1 1 **SPECIFICATION FOR A NEW EMERGENCY MEDICAL VEHICLE**

AB Horton Emergency Vehicles Feature List

AC CHASSIS

AI NAVISTAR CHASSIS

AIN12017 0 1 **CHASSIS, 2017 NAVISTAR 4300LP, 102" C/A**

The chassis required to complete the ambulance conversion shall be supplied by Horton. See chassis specification for further information.

!!! SEE QUOTE #943-01

!!! CHASSIS TO BE 2018 MODEL YEAR IN LIEU OF 2017.

AINSP001 0 1 **SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS**

!!! USE OLD STYLE BELLOWS MATERIAL.

!!! INSTALL A TRIM RING AROUND THE CAB SIDE OF THE PASS-THROUGH TO DUPLICATE PREVIOUS VEHICLES. TRIMLOCK MUST BE GLUED IN PLACE.

AJNSPIC0 1 1 **CHASSIS INTERIOR COLOR SHALL BE GRAY**

B CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES

Option	Std	Qty	Header/Description/Data	Proposal Total

BH02F000 1 1 **HUB & LUG NUT COVERS, STAINLESS FOR NAVISTAR 19.5"**
Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.

BH02H000 1 1 **TIRE SIZE, 19.5", MEDIUM DUTY:**
This vehicle is specified to have 19.5" tires.

BH02J000 0 1 **CHASSIS IS EQUIPPED WITH AIR BRAKES:**
This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.

BH03B000 1 1 **MUD FLAPS: rear**
Install individual rear mud flaps behind each set of rear wheels.

BH040000 1 1 **CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST**
The chassis specified above is to include a horizontal exhaust.

BH04F000 1 1 **STANDARD HEIGHT CAB**
The chassis specified above will have the standard cab height.

BH06A000 0 1 **WIDE DOCK BUMPERS**
Install wide style rear dock bumpers. Not applicable with bumper option BH11E000.

BH070000 1 1 **REINFORCE REAR BUMPER END CAPS**
Reinforce end caps of rear bumper for greater impact resistance.
This option is not compatible with a shock absorbing rear step.

Option	Std	Qty	Header/Description/Data	Proposal Total

BH110000 1 1 **REAR STEP/ BUMPER ASSEMBLY**

The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling.

!!! THIS STEP TO BE INSTALLED 3.00" FROM THE REAR DIAMOND PLATE RISER TO THE BACK OF THE STEP.

!!! INSTALL A CUSTOM LIFT UP CENTER SECTION WITH A 1.00" HIGH NOTCH IN THE LOWER EDGE OF THE REAR VERTICAL DIAMOND PLATE EDGE TO PREVENT COT RUNNERS FROM DRAGGING ON THE STEP WHEN IT IS IN THE UP POSITION. REINFORCE LIFT UP SECTION WITH FLAT STOCK.

!!! STEP REINFORCEMENT MUST BE 1.5" BOX TUBING WITH (2) EQUALLY SPACED DIVIDERS FOR SUPPORT. DUPLICATE OF PREVIOUS VEHICLES.

BH26I000 0 1 **FUEL TANK COVERS, DIAMOND PLATE, FOR NAVISTAR 4300 CHASSIS**

Diamond plate step well covers shall be installed on both the curb and street side cab step wells. The covers shall be made of .125"thick polished diamond tread plate with a minimum 3003-H14 alloy.

!!! BATTERIES TO BE LOCATED IN PULL-OUT TRAY UNDER CAB PER STANDARD.

BH32OR00 1 1 **SUSPENSION SWITCH: dump override**

A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door.

SWITCH LOCATE: REAR CURBSIDE RISER, NEAR RIGHT REAR DOOR, 6" ABOVE RISER TRIM.

NOTE: USE NEW 3-SWITCH PANELS. INSTALL THE DUMP OVERRIDE SWITCH CLOSEST TO THE DOOR OPENING. THE MIDDLE SWITCH IS TO BE LEFT BLANK. THE LIGHT SWITCH IS TO BE TOWARD THE HINGED SIDE OF THE DOOR.

!!! INSTALL FLUSH MOUNTED. MINIMIZE THE DEPTH OF THE CLOSEOUT (CA590005/DR11A000). INSTALL A CLOSEOUT AROUND ALL WIRING AND COVER CLOSEOUT WITH RUBBER MATTING TO MATCH REMAINDER OF COMPARTMENT. WIRING TO EXIT OUT THE TOP OF THE PANEL CLOSEOUT AND TRAVEL UP THE LEFT REAR CORNER SO AS NOT TO INTERFERE WITH STORAGE IN THIS AREA.

BHSPD006 0 1 **MIRROR: OEM**

The mirror set shall be OEM supplied, and installed by the chassis manufacturer.

Option	Std	Qty	Header/Description/Data	Proposal Total

BL26B000 1 1 **BACKUP ALARM RESET**

Backup alarm to automatically reset to on if alarm was manually canceled using the control panel alarm cut-off switch (FL25) during previous use.

BL26L000 0 1 **DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VIEWING**

Install a Voyager VCCS155 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below. Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed into reverse. The second camera is to provide a view of the patient area when selected.

INTERIOR CAMERA LOCATION: OVER REAR DOORS

!!! INSTALL THE EXTERIOR CAMERA BETWEEN THE CENTER ICC LIGHT AND THE CURBSIDE LOADING LIGHT. OFFSET THE REAR INTERIOR CAMERA TO THE RIGHT TO CLEAR THE CLOCK.

!!! FIX THE MONITOR SO THAT IT CANNOT BE PULLED DOWN TO BLOCK THE SAFETY VISION SYSTEM.

BL32A000 1 1 **OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER**

OEM AM/FM/CD player shall be provided by the OEM manufacturer on all Horton supplied chassis.

Note: This option applies only to chassis supplied by Horton. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.

BSP00001 0 1 **SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES**

!!! SUPPLY AND INSTALL A SAFETY VISION MINI DVR SYSTEM ON THE FRONT WINSHIELD 2" BELOW "AMBULANCE" LETTERING.

!!! RUN THE WIRING OVER THE HEADLINER AND DOWN THE RIGHT SIDE CAB PILLAR INTO THE OEM CHASSIS FUSE BOX. TIE THE RED AND YELLOW WIRES TOGETHER USING FUSABLE LINK AND WIRE INTO CONTINUOUS HOT 12V POWER AT THAT LOCATION.

BSP00002 0 1 **SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES**

!!! INSTALL JUMP START STUDS ON THE REAR OF THE DRIVER'S SIDE CAB STEP FACING THE BODY.

Option	Std	Qty	Header/Description/Data	Proposal Total

C CONVERSIONS

CA200000 0 1 **PREVIOUS VEHICLE REFERENCE**

This option is to be used for comparison purposes only.
Specifications are specific to each order so use extreme caution
when referencing a previous production order.

PREVIOUS VEHICLE PRODUCTION #17948-49

CA590000 0 1 **CONVERSION MODEL: 603A MEDIUM DUTY NAVISTAR 4300**

```
MINIMUM BODY DIMENSIONS:
(Exterior)
-Height:            91"
-Width:             96"
-Length:           167"
(Interior)
-Height:            72"
-Aisle              20"
-Width:             20"(from edge of cot in wall position to squad
                        bench riser)
-Length:           163"
OVERALL DIMENSIONS (Including Chassis, Module and Step):
-Height:           110" (to top of vent)
-Width:            100"
-Length:           290" Navistar
                   289" Freightliner
```

!!! VEHICLE TO INCLUDE 72" HEADROOM AS STANDARD.

!!! DO NOT INSTALL SLIDING PLEXIGLAS IN THE PASS THROUGH.

!!! ALL LED COMPARTMENT LIGHTING IS TO BE FULL LENGTH. DO NOT CUT SHORT.

CA590001 1 1 **603A STREETSIDE FORWARD:**

```
Clear Door Opening:          16.2" wide x 80.6" high
Actual Compartment           18.9" wide x 83.6" high x 21.3"
```

This area shall be accessed through a single outside hinged door.
The compartment shall house the vehicle's primary O2 cylinder. The
compartment shall be vented to the outside.

!!! LOUVERS TO BE STAMPED FACING DOWN ILOS.

0 1 **SHELF FOR LED LIGHTED VERTICAL COMPARTMENT**

dr08l000 A diamond plate adjustable shelf shall be installed in the following location.

Locate: APPROXIMATELY 60" FROM FLOOR OF COMPARTMENT

Option	Std	Qty	Header/Description/Data	Proposal Total

CA590002 1 1 **603A STREETSIDE INTERMEDIATE:**

Clear Door Opening: 48.2" wide x 27.8" high
Actual Dimensions: 51.9" wide x 31.0" high x 21.3"
This area shall be accessed through double, outside hinged doors.
Both doors shall have exterior door handles and latching devices.

!!! ROTATE HOPS CLOSEOUT.

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

!!! INSTALL ALL ELECTRICAL EQUIPMENT ON CEILING OF COMPARTMENT AND COVER WITH AN EXPANDED METAL GUARD. MAKE SURE ACCESS HOLES ARE CUT IN THE CORRECT LOCATIONS.

!!! INSTALL TRIM LOCK AROUND ALL HOLES FOR WIRING.

!!! DO NOT INSTALL PD BOX IN THIS COMPARTMENT. PD BOX TO BE LOCATED IN THE FRONT CONSOLE.

0 1 **SHELF, PULL OUT TRAY FOR EXTERIOR COMPARTMENT**

dr100000 Diamond plate pull-out tray with Accuride slides installed as noted below:

Locate: 4" DOWN FROM ELECTRICAL EQUIPMENT. TRACK TO BE FULL HEIGHT.
!!! TRAY TO LOCK IN THE 'IN' AND 'OUT' POSITION AND BE ADJUSTABLE.

0 1 **EXPANDED METAL CAGE FOR PROTECTION OF EQUIPMENT**

dr11ca00 Install an expanded metal cage around the onboard electrical equipment per location noted below. Include access ports to equipment with grip lock around the edges of the openings.

LOCATE: CEILING OF STREETSIDE INTERMEDIATE COMPARTMENT. ALLOW A HOLE ADEQUATE IN SIZE TO REACH ALL COMPONENTS AND COVER EDGE WITH GRIP LOCK.

CA590004 1 1 **603A STREETSIDE REAR:**

Clear Door Opening: 32.0" wide x 80.6" high
Actual Dimensions: 37.4" wide x 83.6" high x 21.3"
This area shall be accessed through double, outside hinged doors.
Both doors shall have exterior door handles and latching devices:

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

0 1 **COMPARTMENT HEIGHT Modify: first, street side**

cb040000 The height of the standard compartment for this model shall be modified. This is the first street side compartment height modification and shall include affected modifications to the interior cabinet.

Height Modification: DECREASE 22"

Option	Std	Qty	Header/Description/Data	Proposal Total
	0	1	**SHELF FOR LED LIGHTED VERTICAL COMPARTMENT**	
dr08l000			A diamond plate adjustable shelf shall be installed in the following location.	
			!!! NOTE LOCATION OF EXTINGUISHER. LEAVE ROOM TO ALLOW ADJUSTMENT IN SHELF.	
CA590005	1	1	**603A CURBSIDE REAR:**	
			Clear Door Opening: 25.0" wide x 80.6" high Actual Dimensions: 29.6" wide x 83.6" high x 21.3" This area shall be accessed through a single outside hinged door	
			!!! LOUVERS TO BE STAMPED FACING DOWN ILOS.	
			!!! IN ADDITION TO DECREASING WIDTH OF COMPARTMENT 4" ADD A 3" OFFSET IN RIGHT HAND SIDE OF COMPARTMENT THAT PROTRUDES INTO THE DOOR OPENING FOR 75" OF USABLE LENGTH IN BENCH.	
			!!! INSTALL AN ALUMINUM ANGLE 60" FROM FLOOR OF THIS COMPARTMENT TO PREVENT 72" LONG BACKBOARDS FROM FALLING OUT IF THE VEHICLE IS PARKED ON AN INCLINE. COVER THE ANGLE WITH GRAY STICK-ON RUBBER MATTING. IT WILL BE NECESSARY TO LOAD THE BACKBOARDS TOP FIRST IN BEHIND THE ANGLE.	
			!!! INSTALL AN ANGLED TRIM PIECE IN THE LEFT REAR CORNER OF THE COMPARTMENT AND COVER WITH RUBBER MATTING. THIS PIECE IS TO CLOSE OFF THE WIRING FROM THE RECESSED SWITCH PANEL IN THE RISER.	
	0	1	**COMPARTMENT WIDTH Modify: first, curbside**	
cb060w00			The width of the standard compartment for this model shall be modified. This is the first curbside compartment width modification and shall include affected modifications to the interior cabinet.	
			Width Modification: DECREASE 4"	
	0	3	**SHELF FOR LED LIGHTED VERTICAL COMPARTMENT**	
dr08l000			A diamond plate adjustable shelf shall be installed in the following location.	
			Locate: RIGHT SIDE OF DIVIDER FOR INSIDE OUTSIDE ACCESS ***!!! INSTALL BOTTOM SHELF 42" FROM FLOOR OF COMPARTMENT.***	
	0	1	**DIVIDER FIXED, VERTICAL COMPARTMENT**	
dr11a000			Install a 16" deep fixed vertical divider shall be installed in the location listed below. (Divider material is to match the compartment material)	
			Locate: 12" FROM RIGHT HAND WALL	
	0	1	**CLOSEOUT, EXTERIOR COMPARTMENT**	
dr11cl00			Install a closeout to block off exterior access to the exterior compartment as noted below. Fabricate closeout to match compartment material.	
			LOCATE: CURBSIDE REAR COMPARTMENT BACK WALL FOR 3-SWITCH PANEL IN CURBSIDE WALL RISER.	

Option	Std	Qty	Header/Description/Data	Proposal Total

CAB93AF0 0 1 **KKK-A-1822F CERTIFICATION LABEL**

The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

HORTON INSTALLED

CB BODY MODIFICATIONS/OPTIONS

CB06CC00 0 1 **CRASH BARRIER SAFETY CONFIGURATION**

The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment with three standard shelves .125" thickness. The bench must remain a minimum of 72" long.

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

!!! COMPARTMENT TO BE 22" OD WIDE TO DUPLICATE PREVIOUS VEHICLES.

!!! NOTE LOCATION OF BOTTLE STORAGE PER DRAWING.

CB06E000 0 1 **SIDE DOOR: relocate**

The side patient access door shall be relocated from its standard location.

!!! CRASH BARRIER CONFIGURATION.

CB06SX00 0 1 **DOUBLE STEP CURBSIDE ENTRY 6" DROP SKIRT**

The curbside skirt, forward of the rear wheel well shall be dropped 6 inches. Two integral ALD steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.

CB07E000 0 1 **COT MOUNT REINFORCEMENT PLATES: Power Load**

Additional under floor reinforcement is required for future installation of a Stryker Power Load system.

CB09SA00 1 1 **PATIENT AREA SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE**

Install standard sound control package.

Option	Std	Qty	Header/Description/Data	Proposal Total

CB09SB00 0 1 **WALK THROUGH MODIFICATION FOR CUSTOM HEAT/AC SYSTEM**

Shift the bulkhead walk through opening 2" toward the curbside of vehicle so it is compatible with the custom heat/ac unit.

!!! PASS THROUGH VEHICLE.

CBSP0001 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! INCREASE HEIGHT OF REAR DOORS APPROXIMATELY 2" TO MATCH PREVIOUS VEHICLES. SEE DRAWING.

CBSP0002 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! EXTEND THE CURBSIDE WHEELHOUSE TO THE REAR COMPARTMENT.

CBSP0003 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! FABRICATE AN ALUMINUM FILLER BOX OUT OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.

CBSP0004 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! SHORELINES TO BE INSTALLED IN NON STANDARD LOCATION PER VEHICLE #17263-64. HAND CUT SO THEY ARE LOCATED IN STRIPE.

CBSP0005 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! NOTE THE FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. FLOOR MUST BE REINFORCED FOR THIS APPLICATION.

D MODULE BODY HARDWARE

DG05C100 0 2 **PRIVACY WINDOWS, REAR MODULE BODY ENTRY DOORS**

The rear module entry doors shall have solid windows. The windows shall have dark privacy glass. The windows shall meet FMVSS glazing standards. No films are to be used.

!!! SIDE DOOR WINDOW TO BE FIXED ILOS.

Option	Std	Qty	Header/Description/Data	Proposal Total

DG07R000 0 1 **EMERGENCY DOOR RELEASE MECHANISM, SIDE DOOR**

Install emergency release knobs on top and bottom of the side module entrance door.

DG080000 1 1 **EMERGENCY DOOR RELEASE MECHANISM, REAR DOORS**

Install standard emergency release knobs on top and bottom of rear module entrance doors.

DG08A000 1 1 **DOOR HANDLES**

Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three piece interior door panels on all access doors.

DH000000 1 1 **Vi-Tech body mounts**

Install standard Vi-Tech body mounts.

DH030000 0 1 **STAINLESS STEEL SPLASH SHIELDS**

Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.

DH040000 1 1 **MODULE BODY FENDERS: stainless steel**

Rear wheel housings shall have stainless steel flare skirts to protect the wheel house opening and side body finish.

DH04RS00 0 1 **DIAMOND PLATE LOWER BODY RUB RAILS**

Aluminum diamond plate lower body rub rails are to be along the bottom of the body on each side.

DH330000 1 1 **REAR DOOR HOLD OPENS, GRABBER**

Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLD OPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)

Option	Std	Qty	Header/Description/Data	Proposal Total

DL480000 0 1 **ELECTRIC DOOR LOCKS: compartment**

Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.

DL48A000 1 1 **ELECTRIC DOOR LOCKS: access doors**

Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door, and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.

!!! INSTALL AN ADDITIONAL DOOR LOCK SWITCH IN THE INHALATION PANEL. THIS SWITCH TO OPERATE ALL LOCKS.

DL48C000 0 3 **ELECTRIC DOOR SWITCH: programmable touch pad**

The patient area power door locks will include an exterior programmable touch pad system located near the body side access door.

Locate: (1) EACH SIDE OF BODY PER DRAWING AND (1) ON REAR PER DRAWING.

!!! PROGRAM '35791' TO UNLOCK AND '555' TO LOCK. '12345' IS TO BE DISABLED.

DL48D000 0 1 **ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES**

The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.

DLH40000 0 1 **RECESSED LICENSE PLATE BRACKET**

A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include lighting in the top to illuminate the license plate.

DM100000 1 1 **REFLECTORS:**

All patient compartment entry doors shall have red reflectors in the lower corner.

DR22A000 0 1 **MATEFLEX IN EXTERIOR COMPARTMENTS**

Mateflex will be installed on the floor and shelves of all exterior compartments.

Color: BLACK

Option	Std	Qty	Header/Description/Data	Proposal Total

DR23A000 1 1 **RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT**

The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area.

Color: GRAY

DSP00001 0 1 **SPECIAL INSTRUCTION, MODULE BODY HARDWARE**

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH GRAY SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

E PAINT AND STRIPING

ED010000 1 1 **CHASSIS PAINT: standard white**

Chassis color to be standard white.

ED040000 1 1 **MODULE PAINT: standard white**

Paint module standard white Sikkens #FLNA4002.

ED090000 0 1 **STRIPE: custom**

Special paint stripe
See drawing

Paint Color: RED
Paint Number: FLNA3042

!!! INSTALL AN 8.00" WIDE BELTLINE STRIPE WITH 1.125" SAPPHIRE BLUE VINYL SPACED .250" ABOVE AND BELOW STRIPE WITH "QRS" GOING INTO TOP OF STRIPE. SEE DRAWING.

!!! ADD A LOWER SKIRT STRIPE WITH 1.125" BLUE VINYL STARTING AT TOP OF REAR CORNER GUARD THEN A .250" GAP THEN THE PAINTED STRIPE TO THE BOTTOM OF THE BODY.
!!! REFER TO DRAWING
!!! SAPPHIRE BLUE VINYL LISTED IN #220-37 PN# 10001920
!!! DUPLICATE OF PREVIOUS VEHICLES WITH THE EXCEPTION OF REAR. NOTE CHEVRONS ON ENTIRE REAR OF VEHICLE.

Option	Std	Qty	Header/Description/Data	Proposal Total

ED5C0000 0 1 **DIAMONDGRADE CHEVRONS-ENTIRE REAR**

Install Diamondgrade chevron striping on the entire rear of the body inboard of the corner posts and below the upper driprail.

Colors: RED/WHITE/BLUE PER SAMPLE SENT TO CUSTOMER !!! .25" WHITE IN BETWEEN THE RED AND BLUE. LINE THE STRIPES UP WITH THE STRIPE COMING OFF OF EACH SIDE.

!!! ILO DIAMOND GRADE SUPPLY AND INSTALL REFLEXITE PER SAMPLE SENT TO CUSTOMER. INSTALL ALL LETTERING ON REAR OVER THE REFLEXITE CHEVRONS.

ESP00001 0 1 **SPECIAL INSTRUCTION, PAINT & STRIPING**

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH GRAY SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

F INTERIOR CABINET DOORS, HANDLES & HARDWARE

FE010000 1 1 **FULL HEIGHT PULL HANDLES ON SLIDING PLEXIGLAS DOORS**

All sliding cabinet doors to have full length pull handles.

FE01FT00 1 1 **LATCH, HINGED DOOR: Southco flush stainless steel pull style**

Install stainless flush mount Southco pull latches on the hinged interior cabinet doors.

FE02A000 1 1 **PLEXIGLAS COLOR: light tint**

All Plexiglas doors to be light tint.

FE06E000 0 2 **COUNTERTOP, SOLID SURFACE**

Install solid surface countertop in lieu of standard stainless steel. Counter is to include radiused and tapered corners.

Color: MIDNIGHT PEARL

FE08ST00 1 1 **INHALATION PANEL (STANDARD):**

The inhalation panel is to be fabricated from composite material and covered with Formica to match to color selected.

!!! PANEL TO BE ANGLED AND SHORTENED 14" PER DRAWING.

Option	Std	Qty	Header/Description/Data	Proposal Total

FSP00001 0 1 **SPECIAL INSTRUCTION, CABINET DOORS, HANDLES & HARDWARE**

!!! ALL INTERIOR HINGED CABINET DOORS (PLEX AND SOLID) ARE TO BE INSTALLED USING STAINLESS STEEL CONTINUOUS HINGE. INSTALL NUTS AND BOLTS IN ALL HOLES. DO NOT MIX DISIMILAR METALS.

G INTERIOR COLORS, UPHOLSTERY AND SEATING

GF01R000 0 1 **INTERIOR COLOR SCHEME: Custom**

Interior colors are as follows:

FLOOR: LONCOIN FLECKSTONE SAPPHIRE #152TS
RISER: INDIGO BLUE
WALL: FASHION GRAY GLOSSIE
CABINET: FASHION GRAY ALUMINUM
UPHOLSTERY: FLINT GRAY
ACCENT STRIPE: PORT(NO STRIPE ON REAR DOORS)

GF02M000 1 1 **INSIDE CABINET FINISH: paint**

The interior of all aluminum cabinets shall have a durable paint finish. The painted surface shall be washable and non-absorbent. See the appropriate Interior Color Scheme option for paint color information.

GF02P000 1 1 **RISERS:**

The interior of this vehicle is to contain no wood or wood products. The risers are to be made of reinforced structural composite board covered with Formica per the color description. Formica will not installed on the risers if stainless steel riser options are selected.

GK12A300 0 1 **HIGH BACK ATTENDANT SEAT WITH CHILD SAFETY, 4PT**

Delete the boxed in attendant seat cushions. Install a USSC high back bucket seat with integral 4pt seatbelt and child safety seat. The seat to be adjustable front to rear.

!!! HEAT AC TO BE LOCATED IN BOTTOM OF LINEN CABINET.

!!! SUPPLY AND INSTALL A MODIFIED SEAT BASE IN STANDARD LOCATION. BASE TO BE COVERED IN STAINLESS SEET AND INCLUDE A VENTED ACCESS DOOR ON AISLE SIDE.

Option	Std	Qty	Header/Description/Data	Proposal Total

GK150000 5 4 **SEAT BELTS:**

Install standard 4pt seatbelts per quantity and locations selected.

Locate: CPR SEAT
(3) BENCH SEATING

H INTERIOR CABINETRY, STREET SIDE

HK000200 0 1 **LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM**

A vertical storage cabinet shall be located behind the attendant seat. The upper storage area shall house the primary electrical distribution area. The lower section shall be used to house the vehicle heat/ac unit. The outer surface of this area will be covered with perforated stainless steel providing intake air to the heat/ac unit. The center section can be utilized for miscellaneous storage. The electrical distribution area and the center storage area shall be accessed through hinged doors.
The electrical distribution area shall include a Southco key lock/latching device. The entire cabinet shall be fabricated from aluminum and shall then be painted, unless otherwise specified.

OPTION #CB09SB00 MUST ALSO BE SELECTED WHEN THIS OPTION IS USED.

!!! SEE EXISTING FLEET FOR INSTALLATION OF REFRIGERATOR IN THIS AREA.

!!! NOTE DOORS TO BE DESIGNED DIFFERENTLY FOR USE WITH CUSTOMER-SUPPLIED LOCKS. PREPUNCH HOLES FOR LOCKS MAKING SURE THAT THE ARMS ON THE LOCKS WILL REACH TO SECURE THE DOOR.

!!! ADD LARGE BUMPER PADS TO DOOR TO PROTECT WALL WHEN OPENED.

!!! UPPER ELECTRONICS DOOR TO INCLUDE A SQUARE VENT IN DOOR TO DUPLICATE PREVIOUS.

!!! INSTALL LARGE RUBBER BUMPERS ON ALL DOORS TO KEEP THEM FROM HITTING THE FRONT BULKHEAD.

!!! TRIM REFRIGERATOR OPENING SUFFICIENTLY TO ELIMINATE ANY EXISTING SHARP EDGE. INSTALL DRAIN LINE ON THE REFRIGERATOR DRAIN PAN.

!!! TRIM REFRIGERATOR DOOR WITH GRIP LOCK TO ELIMINATE SHARP EDGES.

!!! SHIP LOOSE BOTH KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

HK001000 1 1 **HOPS SYSTEM:**

The unit is to be equipped with the HOPS system.

Note: LOCATE THE ACCESS PORT FOR THE HOPS DIAGNOSTICS OUTSIDE OF THE CLOSEOUT SO THAT IT IS ACCESSIBLE WITHOUT REMOVING THE CLOSEOUT.

Option	Std	Qty	Header/Description/Data	Proposal Total

HK001B00 1 1 **RADIUS STYLE CABINET TRIM**

Install smooth 1.5" radiused trim on all applicable interior cabinets.

HK01B000 1 1 **STREETSIDE WALL WITH CPR SEAT**

Street side wall to have CPR configuration. All cabinets over 14"H will include (1) standard adjustable shelf.
SEE DRAWINGS

Configure: streetside cabinets to be 18" deep.

!!! CABINET WALL PER DRAWING.

!!! NOTE INSTALLATION OF SPECIAL LED LIGHT ABOVE O2 PANEL ILOS BAR LIGHT. LIGHT TO BE MOUNTED FLUSH WITHOUT ANY ANGLES AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.

!!! INSTALL A SMALL OSCILLATING FAN (GUEST #900) PER DRAWING.

HK01R000 0 2 **LIFT UP CABINET FRAMES: street-side**

Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.

Locate: BOTH UPPER CABINETS

HK03D000 0 1 **PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL**

Pull out drawer(s) shall be installed in the main cabinet wall at the locations listed below.

!!! PULL OUT WRITING TRAY ONLY.
!!! INSTALL BELOW INHALATION COUNTER IN CABINET SO CABINET DOOR MUST BE OPENED TO ACCESS PULL OUT WRITING TRAY.

HK14C000 0 1 **MONITOR BRACKET**

The monitor bracket, as specified below, is to be installed as noted.

Manufacturer: FERNO WASHINGTON
Model Number: FW M200 FOR LIFEPACK LP15
Location: REARWARD END OF INHALATION COUNTER PER DRAWING
!!! INSTALL SPACERS UNDER BRACKET TO ALLOW IT TO SWIVEL.

HSP00001 0 1 **SPECIAL INSTRUCTION, STREETSIDE CABINETRY**

!!! FABRICATE AN ALUMINUM FILLER BOX OUT OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.

Option	*Std*	*Qty*	*Header/Description/Data*	*Proposal Total*

I INTERIOR CABINETS AND SQUAD BENCH, CURB SIDE

IA200000 1 1 **SQUAD BENCH STORAGE:**

Storage shall be provided under the bench cushions. The area shall run where possible under the bench. The storage pan shall be fabricated from aluminum and shall be accessed by raising the split cushions.

!!! MUST HAVE 75" BENCH LENGTH.

0 1 **SQUAD BENCH: DELETE CUPS AND WELLS**

ig05f000

A 22" wide x 72" long bench cushion shall be provided on the curb side of the patient area. The cushion shall be split. No provisions for stretcher cups and wells are provided.

!!! CUSHIONS TO INCLUDE 1" OVERHANG.
!!! MUST HAVE 75" BENCH LENGTH.

IG09H000 0 1 **CURBSIDE FORWARD BENCH HEAD CUSHION**

Install (1) inflatable head cushion (airbag) at the forward seating position of the curbside bench.

IG09I000 0 1 **CURBSIDE REAR BENCH HEAD CUSHION**

Install (1) inflatable head cushion (airbag) at the rear seating position of the curbside bench.

IG10A000 1 1 **BENCH HOLD OPENS: gas**

Install gas spring hold opens on squad bench lid.

IG10Q000 1 1 **BENCH HOLD-DOWN: paddle latches (Pair)**

Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.

!!! INSTALL ONLY ONE PER DRAWING.

IG15B000 1 1 **BENCH BACK CUSHION: full size**

Delete individual squad bench back cushions. Install full size cushion.

Option	Std	Qty	Header/Description/Data	Proposal Total

IK17E000 0 1 **SHARPS/WASTE STORAGE IN A PULL OUT DRAWER IN SQUAD BENCH**

Install a drawer in the face of the squad bench in the specific location noted below. This drawer will house both sharps and waste containers.

Locate: HEAD OF BENCH TO OPEN INTO AISLE

IK18AA00 1 1 **CURBSIDE OVERHEAD CABINET: hinged doors**

Storage shall be provided above the squad bench. The storage shall run the full length of the squad bench and shall be accessed through hinged Plexiglas doors that are held in the open position with gas activated rods. The entire cabinet shall be fabricated from aluminum. The cabinet is to be 9" H to meet current K requirements.

!!! NOTE LOCATION OF 02 OUTLET.
!!! INSTALL A PAINTED DIVIDER (IK18Y000) IN THE CENTER OF CABINET.

IK18Y000 0 1 **CABINET DIVIDER:**

Install a cabinet divider as noted below.

IK280000 0 1 **PASS THROUGH ACCESS TO THE CURBSIDE REAR COMPARTMENT**

Inside/outside access to the curbside rear compartment shall be provided as described. Width is to be determined by the location of any exterior divider and the height shall start 41" from the exterior compartment floor to interior closeout unless noted otherwise below.

!!! UPPER PORTION ON AISLE SIDE PER DRAWING
DOOR STYLE: HINGED PLEXIGLAS
NOTE: INSTALL A MAGNETIC DOOR SWITCH TO ACTIVATE LIGHTING INSIDE COMPARTMENT.

ISP00001 0 1 **SPECIAL INSTRUCTION, CURBSIDE CABINETRY**

!!! NOTE BOTTLE STORAGE LOCATED IN BOTTOM OF CRASH BARRIER COMPARTMENT PER DRAWING. BOTTLES TO BE ACCESSIBLE THROUGH ROM DOOR AND EXTERIOR COMPARTMENT DOOR. LOCATE (1) BOTTLE ON EACH SIDE WALL.

ISP00002 0 1 **SPECIAL INSTRUCTION, CURBSIDE CABINETRY**

!!! INSTALL 90 DEGREE TRIM ON REAR BENCH SIDE OF CRASH BARRIER.

Option	Std	Qty	Header/Description/Data	Proposal Total

ISP00003 0 1 **SPECIAL INSTRUCTION, CURBSIDE CABINETRY**

!!! DELETE THE STANDARD ALUMINUM ANGLE TRIM AND INSTALL STAINLESS STEEL PLATE ON BOTTOM OF SQUAD BENCH CUSHION ILOS. REAR CUSHION TO BE FIXED DUE TO DANHARD INSTALLATION. INSTALL GRIP LOCK OVER THE EDGE OF THE BRACKET UNDER THE CUSHION THAT HOLDS THE SEAT DOWN. INSTALL A GAS HOLDOPEN ON THIS CUSHION AS WELL. MAKE SURE THAT ALL SHAVINGS AND DEBRIS ARE VACUUMED OUT PRIOR TO DELIVERY.

J INTERIOR CABINETS, FRONT

JE05R100 0 1 **ROBINSON ROLL UP DOOR, FULL HEIGHT**

A full height Robinson roll up door shall be provided. The door is to include a lift bar latch with key lock.

!!! INSTALL A FULL HEIGHT FRONT ROLL STYLE.
!!! THIS OPTION APPLIES TO THE COMPARTMENT AT THE HEAD OF THE BENCH.
!!! NOTE WIDTH OF COMPARTMENT/CABINET.

K MODULE INTERIOR ACCESSORIES AND TRIM

KG02A000 0 4 **I.V. HOOKS: Perko**

Install Perko I.V. hook where indicated.

Locate: FOOT OF COT
CHEST OF BENCH
FOOT OF BENCH
CHEST OF COT

KG02B000 2 1 **IV HANGER, CAST PRODUCTS WITH RUBBER ARM**

Cast products recessed IV hangers with rubber arms for attaching solution bags shall be installed in the designated locations.

Locate: OVER FOOT OF COT

KG09B000 1 1 **CEILING GRAB RAIL: standard (2) 2ft rails or (1) 6ft rail anti-microbial**

Cabinet wall "A" will have (1) 6' rail over cot as standard.
Cabinet wall "B" will have (2) 2' rails, 1-forward and 1-to rear of CPR seat.

Option	Std	Qty	Header/Description/Data	Proposal Total

KG09D000 0 1 **GRAB RAIL: additional 6ft with anti-microbial coating**

Additional (6)ft long ceiling mounted stainless steel grab rail with anti-microbial coating.

Locate: CURBSIDE OF CEILING PER DRAWING

KG09I000 0 1 **VERTICAL GRAB RAIL INSTALLATION, 2 FT. ANTI-MICROBIAL**

Install 2' stainless steel grab rail with anti-microbial coating.

Locate: ON ANGLE AT END OF BENCH WALL TO ASSIST WITH ENTRY THROUGH SIDE DOOR

KG09K000 1 1 **PATIENT DOOR GRAB RAILS: angled with anti-microbial coating**

All patient access doors to have heavy duty angled stainless steel grab rails with smooth radius corners and flange mounting and anti-microbial coating.

KG110000 1 1 **FLOOR TRIM**

Trim floor with cove molding at non rolled areas of floor.

KG120000 1 1 **CABINET TRIM**

Trim all vertical and horizontal edges.

KG16B000 1 1 **CEILING MATERIAL, PLATINUM WHITE ALUMINUM COMPOSITE**

The standard module ceiling material shall be platinum white aluminum composite.

KL33B000 0 1 **REAR RADIO SPEAKERS**

Install two rear speakers in patient compartment.
Volume control to be integral to the rear switch panel and controlled by individual up/down momentary switches.

Locate: OVER REAR DOORS

Option	Std	Qty	Header/Description/Data	Proposal Total

KSP00001 0 1 **SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM**

!!! INSTALL (2) 10# ABC FIRE EXTINGUISHERS #10007995 WITH #10007996 VEHICLE MOUNTS AT FINAL INSPECTION. GENERAL LOCATIONS ARE AS FOLLOWS:

BULKHEAD WALL FLUSH WITH FLOOR FAR ENOUGH TOWARD THE STEPWELL SO AS NOT TO INTERFERE WITH THE LINEN CABINET DOORS.

SS REAR COMPARTMENT LEFT HAND WALL JUST ABOVE SHELF TO BE ACCESSIBLE.

L COT MOUNTS AND ACCESSORIES

LG03F200 0 1 **COT MOUNT, INSTALL CUSTOMER-SUPPLIED Power Load**

Install customer/dealer-supplied Stryker Power Load system.

Note: This option complies with GSA change notice 8.

!!! Requires selection of option #CB07E000

LSP00001 0 1 **SPECIAL INSTRUCTIONS, COT MOUNTS & PATIENT HANDLING**

!!! INSTALL FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. PROVIDE POWER FOR TRANSAFE WINCH SYSTEM UNDERNEATH THE ATTENDANT'S SEAT NEXT TO THE HINGED DOOR FOR EASY ACCESS WHEN NEEDED PER PREVIOUS UNITS. ATTACHED CUSTOMER-SUPPLIED CABLE AND LEAVE COILED UNDER THE BASE.

M LIGHTBARS FRONT AND REAR

MAM148F0 1 1 **FRONT LIGHTBARS FOR 96" BODIES**

0 1 **LIGHT BAR: custom front**

mam15y00 Install special front light bar.

Model: WHELEN ULTRA FREEDOM IV, 55" BAR - ALL LEDS WITH CLEAR LENSES.
Configure:

[RED FORWARD CORNER][R/R/W/R |W/W| R/W/R/R] [RED FORWARD CORNER]
[R/R/W/R |W/W| R/W/R/R]
[RED REAR CORNER] [RED REAR CORNER]

Option	Std	Qty	Header/Description/Data	Proposal Total
	0	1	**LIGHT BAR MOUNT: cab roof**	
mam20a00			Mount light bar on cab roof.	
			Model: ***selected above***	

MM ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS

MM01A000	0	1	**WIG WAG HEADLIGHTS:**	
			Install wig wag headlight flasher.	
	0	6	**M4 SERIES LED, RED**	
mm04r000			Whelen M4 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***GRILLE AND INTERSECTION LIGHTS***	
			Location: ***INSTALL (4) IN GRILLE WITH THE LOWER LIGHTS INBOARD TO FORM A 'V' PATTERN.***	
			Lens color: ***CLEAR***	
			!!! INSTALL WITH PLASTIC BEZELS TO DUPLICATE PREVIOUS.	
	0	1	**M7 SERIES LED, AMBER**	
mm07a000			Whelen M7 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***OVER REAR DOORS***	
			Lens color: ***CLEAR***	
	0	2	**M7 SERIES LED, RED**	
mm07r000			Whelen M7 series L.E.D. lights shall be installed in the designated locations.	
			Location: DIRECTLY BELOW REAR KKK LIGHTS TO LINE UP WITH TOP OF WHEEL WELL, SEE DRAWING	
			Lens color: CLEAR	
	0	2	**M7 SERIES LED, RED/AMBER SIDE TO SIDE SPLIT**	
mm07ra00			Whelen M7 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***REAR RISER WITH RED OUTBOARD***	
			Lens color: ***CLEAR***	
			!!! LIGHTS TO ACTIVATE WHEN THE REAR DOORS ARE OPENED WITH THE IGNITION 'ON' ONLY.	

Option	Std	Qty	Header/Description/Data	Proposal Total
	0	2	**M7 SERIES LED, RED/WHITE SIDE TO SIDE SPLIT**	
mm07rw00			Whelen M7 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***OVER REAR WHEELWELLS WITH RED FORWARD***	
			Lens Color: ***CLEAR***	
	0	2	**M9 SERIES LED, AMBER**	
mm09a000			Whelen M9 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***REAR AT WINDOW LEVEL***	
			Lens color: ***CLEAR***	
	0	8	**M9 SERIES LED, RED**	
mm09r000			Whelen M9 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***CURBSIDE***	
			STREETSIDE	
			UPPER CORNERS REAR FACE	
			FRONT FACE	
			Lens color: ***CLEAR***	
MM7A0000	0	1	**M Series control wire**	
			The selected M Series lighting is to feature pattern programmability from the control panel. Include pattern and sync wires in the harness.	
MMSP0010	0	1	**SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS**	
			!!! FLASH PATTERN TO DUPLICATE PREVIOUS VEHICLES.	
			!!! PROGRAM TO ALLOW FLASH PATTERNS TO BE CHANGED VIA WIRING LOCATED IN THE ELECTRICAL CABINET.	
			!!! PROGRAM THE M7 LIGHTS IN THE REAR RISER TO ACTIVATE IN PRIMARY/SECONDARY AND WITH THE REAR DOORS OPEN AND THE IGNITION 'ON'.	
			!!! PROGRAM SO THAT THE ONLY LIGHTS TO SHUT OFF IN SECONDARY ARE THE WHITE LIGHTS IN THE FRONT LIGHTBAR.	
			!!! SEE LIGHT PROGRAMMING INFO ON V DRIVE.	

MN AUDIBLE EMERGENCY WARNING SYSTEMS

Option	Std	Qty	Header/Description/Data	Proposal Total

MN09N000 1 1 **AIR HORN: medium duty chassis**

The chassis shall have air horns installed from the chassis manufacturer. The air horns shall use the chassis air system. The air horns can only be activated when the vehicle is in gear.

TRUMPET LOCATE: ***SIDES OF HOOD***
ACTIVATE: ***OEM HORN RING AND BUTTON ON PASSENGER SIDE OF CONSOLE,***
!!! NO PULL LANYARD.
!!! DISCONNET AND REMOVE OEM UNDER BODY FRAME MOUNTED HORN.

MN35B000 0 1 **SIREN: 295SLSC1**

Specified siren to be:
WHELEN WS295SLSC1

MN40A000 1 1 **SIREN INSTALL:**

The siren listed above shall be supplied and mounted as defined.

MN45UL00 1 1 **SPEAKERS, SA3803**

Install SA3803 siren speakers.

MN50A000 1 1 **SPEAKER INSTALL: bumper**

Speaker Selections (Bumper Installed)

O LIGHTS

OL09M000 0 1 **KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR)**

Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.

OL34L000 1 1 **LED EXTERIOR COMPARTMENT LIGHTING**

All exterior compartments will be lighted with LED strip lighting. A vertical strip will be installed inside both sides of each compartment. The lights shall be directed toward the back of the compartment.

Note: ALL STRIPS TO BE FULL LENGTH OF COMPARTMENT.

Option	*Std*	*Qty*	*Header/Description/Data*	*Proposal Total*

OL350000 0 1 **ICC MARKER LIGHTS**

LED ICC marker lights shall be installed.

OM25CW0 0 6 **M9 SERIES LED SCENE LIGHT**

Install Whelen M9 series LED side scene lights.

Locate: (2) PER SIDE
(2) OVER REAR DOORS (INSTALL HIGH ENOUGH TO ALLOW INSTALLATION OF THE REAR DRIPRAIL).

OM30D000 0 1 **TAIL LIGHTS, M6 SERIES**

Whelen M6 series brake/tail, amber arrow turn and backup lights to be installed in the selected location.

Locate: VERTICAL STACK ABOVE RISER PER DRAWING

P ELECTRICAL POWER GROUP

PAL00006 1 1 **INTELLIPLEX i4G:**

Install the Intelliplex i4G electrical system. System is to include a USB port installed under the dash for ease of programming.

PAL01C00 0 1 **INPOWER ELECTRONIC BATTERY SWITCH**

Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off.

Shut down timer interval: 5 minutes

!!! TO INCLUDE WAKE BUTTON.

PAL02200 1 1 **INVERTER INSTALL OPTIONS:**

Option	Std	Qty	Header/Description/Data	Proposal Total
	0	1	**INVERTER: 20-1000TUL interface**	
pal02g00			A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation. ***!!! INCLUDE SWITCH AND INSTALL STATUS PANEL IN THE INHALATION AREA PER DRAWING.***	
PAL04D00	1	1	**CHARGER/POWER SUPPLY: 45 AMP**	
			Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the standard shoreline inlet.	
PAL30A00	2	5	**110V INTERIOR OUTLET**	
			Two 110V interior outlets are provided as standard on all models. The standard locations are in the inhalation area and the wall over the squad bench. List the standard outlet locations and any deviation from the standard, plus any additional outlet locations below: ***LOCATE: INHALATION AREA*** ***LOCATE: CRASH RESTRAINT CABINET AT HEAD 0F BENCH (surface mount)*** ***LOCATE: PASSENGER SIDE OF REAR EXTENSTION OF CONSOLE*** ***LOCATE: WALL OVER BENCH*** ***LOCATE: REARWARD END OF CABINET BELOW INHALATION*** ***!!! SEE DRAWING***	
PAL31C00	3	3	**INTERIOR 12VDC OUTLETS: cigarette lighter type**	
			12 volt outlets to use cigarette lighter style connectors. ***Locate: INHALATION AREA*** ***Locate: CRASH RESTRAINT CABINET AT HEAD 0F BENCH (surface mount)*** ***Locate: PASSENGER'S SIDE OF CONSOLE, FORWARD END 3" UP FROM FLOOR*** ***Configure: "HOT" AT ALL TIMES.***	
PAL38C00	0	2	**SHORELINE: 20 amp eject**	
			Install a 20 amp Kussmaul auto ejection shoreline receptacle. Include a dynamic disconnect. ***Locate: streetside module body*** ***!!! WIRE (1) TO DANHARD UNIT*** ***!!! WIRE (1) TO ALL OTHER 110V REQUIREMENTS INSIDE VEHICLE PLUS BLOCK HEATER.*** ***!!! LABEL SHORE POWER & 110V AC*** ***!!! HAND CUT IN STRIPE TO DUPLICATE PREVIOUS VEHICLES.***	

Option	Std	Qty	Header/Description/Data	Proposal Total

PAL39000 0 1 **WIRE ENGINE BLOCK HEATER:**

Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.

PAL40000 1 1 **EXTRA 12VDC CIRCUIT BREAKER:**

An extra circuit breaker shall be installed.

!!! 15 AMP BREAKER.

PL10A000 1 1 **SWITCH PANEL MOUNT:**

Switch panel to be flush mounted in upper face of console.

PL11A000 0 1 **LIGHT PROGRAMMING: side rear scene**

The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.

PL11B000 0 1 **LIGHT PROGRAMMING: right side scene**

The right side scene lights shall come "on" when the side patient door is opened.

PL11C000 0 1 **LIGHT PROGRAMMING: load light**

The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.

PL11E000 0 1 **LIGHT PROGRAMMING: modular disconnect timer**

The module disconnect shall be wired to automatically shut-down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.

Time out: ***10 min.***
Configure: ***Do not time out if shoreline is plugged in***

PL11F000 1 1 **PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM**

Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.

Option	Std	Qty	Header/Description/Data	Proposal Total

PL11G000 1 1 **LIGHT PROGRAMMING: park brake**

A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.

Configure: wire alarm to activate with red flasher circuit

PL190000 0 1 **REPORT LIGHT:**

A report light shall be located at the action wall to light the counter area

!!! ILOS INSTALL WHELEN PSC0CDCR LED STRIP-LITE. DO NOT INSTALL AT AN ANGLE. MOUNT FLUSH AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.

PL20C000 0 1 **CLOCK: aircraft**

An aircraft style back lighted clock with sweep second hand shall be installed. The clock shall include a hinge for easy access to changing the time or battery.

Locate: OVER REAR DOORS

PL220000 0 1 **STEP WELL LIGHT:**

Install one step well light in the standard location on the bench side of the step well. Light to activate with door open.

!!! RIGHT SIDE OF STEPWELL ILOS. USE TECNIQ LED ILOS.

PL23B000 0 1 **4" CAB CEILING LIGHTS**

One pair of LED lights shall be installed in the cab headliner above the driver and passenger seats. Lights to be Tecniq 4" E06-WS0R-1.

PL24C000 0 3 **ROM DUROLUMEN LED LIGHTS**

Install ROM Durolumen LED lights in the patient area ceiling as noted below.

Locate: IN PATIENT CEILING PER OVERHEAD DRAWING.

Option	Std	Qty	Header/Description/Data	Proposal Total

PL24T000 0 2 **LAMP TIMER: programmable**

Install an electronic momentary touch timer switch where specified.
The switch will enable time limited operation of the below listed lights, with the battery switch in the off position.

Locate: BULKHEAD WALL INSIDE SIDE ACCESS DOOR
CURBSIDE RISER IN PANEL WITH DUMP SWITCH
Light(s) Controlled: DUROLUMENS
SET ELAPSED TIME FOR 5 MINUTES

Note: Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.

PL26D000 0 1 **NORCOLD REFRIGERATOR**

Install a Norcold NR740BB-H 12V refrigerator in the location noted below.

LOCATE: LINEN CABINET BELOW ELECTRONICS.
NOTE: INSTALL BEHIND A PERFORATED D/A FINISHED ALUMINUM DOOR. DOOR TO HAVE WELDED CORNERS. INSTALL TWO CUSTOMER-SUPPLIED LOCKS. NOTE THAT HOLES FOR LOCKS TO BE PREPUNCHED AND LOCATED SO AS TO ALLOW THE ARMS TO REACH TO LATCH. SHIP LOOSE THE TWO KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

!!! INSTALL A DRAIN LINE FOR THE REFRIGERATOR.

!!! INSTALL DEDICATED BATTERY HOT POWER TO REFRIGERATOR INSIDE CABINET WHERE IT IS INSTALLED.

PL27CE00 0 8 **PATIENT CEILING DOME LIGHT LENS: Concept Style**

Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling.

NOTE: LIGHT OVER HEAD OF BENCH AND LIGHT OVER THE ATTENDANT'S SEAT TO BE ON SEPARATE SWITCH

PL27FS00 0 2 **LIGHT PROGRAMMING: cab light control**

The following lights shall be controlled as follows in addition to the standard modes of operation;
A switch on the front control panel can be toggled to turn off the defined lights, should they be on.
The switch can also be toggled to turn on the defined lights, should they be off.

Lights: PATIENT DOME LIGHTS
Lights: LED PATIENT CEILING LIGHTS

Option	*Std*	*Qty*	*Header/Description/Data*	*Proposal Total*

PL29A000 0 1 **SPOT LIGHT: hand held**

Install an Optronics 400,000 CP hand held spotlight with momentary switch in the location noted below.

Locate: INSTALL IN A CARPET COVERED ALUMINUM POCKET ATTACHED TO THE REAR OF THE RADIO CONSOLE. USE 12V PLUG-IN STYLE ILO HARD WIRED.

PSP00001 0 1 **SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING**

!!! DO NOT INSTALL PD BOX IN STREETSIDE INTERMEDIATE COMPARTMENT. PD BOX TO BE LOCATED IN CAB CONSOLE.

Q HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT

QH291000 0 1 **CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT**

The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. Requires vertical mounting of a custom combo unit. Unit will use (1) #10008973, 3-ply filter.

Note: UNIT TO HAVE STANDARD SEATBASE. HEAT/AC WILL STILL BE LOCATED IN THE BOTTOM OF THE LINEN CABINET.

Option	Std	Qty	Header/Description/Data	Proposal Total

QH29I200 0 1 **HEAT/AC SYSTEM-COMPRESSOR & CONDENSOR, NAVISTAR, FACE**

Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the Navistar 4300. Unit is to include 3-ply replaceable carbon filters at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466.

INSTALL AN EXTERNAL CONDENSER ON A (2) WEDGE MOUNTS ON THE FRONT FACE OF THE BODY.

PREVIOUS VEHICLE #13956 HAD THE CONDENSER FANS WIRED THROUGH THE HIGH PRESSURE SWITCH. DO NOT WIRE THESE VEHICLES IN THAT MANNER. WIRE TO DUPLICATE #17263.

ALL HOSES ARE TO HAVE STANDARD 'EASY CLIP' FITTINGS AND ARE TO BE INSTALLED IN PROTECTIVE LOOM.

AC HOSES ARE TO RUN FROM THE LOWER LEFT PORTION OF THE #2 COMPARTMENT, UP AND OVER THE TOP OF THE VERTICAL CABINET BEHIND THE ATTENDANT'S SEAT, TO THE FRONT CONDENSER.

INSTALL AN ACCESS PANEL ON THE FRONT WALL OF THE VEHICLE TO SERVICE FITTINGS.

REDUCE THE USE OF FITTINGS AS MUCH AS POSSIBLE.

INSTALL AN AUXILIARY RECEIVER-DRYER IN THIS SYSTEM.

SYSTEM IS TO INCLUDE A SECOND COMPRESSOR.

!!! LEAVE SOME SLACK IN THE AC LINES. DO NOT PULL TOO TIGHT. ALSO NOTE PRESSURE SWITCH TO RECEIVER/DRYER. SEE JIM HISER WITH QUESTIONS. HE REPAIRED SYSTEMS ON PREVIOUS UNITS.

QH29N000 0 1 **PAINT AUXILIARY CONDENSER, FRONT FACE, TO MATCH BODY:**

Paint the auxiliary condensor mounted on the front face of the body to match the body color. Standard color is white.

QH310000 0 1 **3-PLY PANEL INTAKE FILTER**

Install a 3-Ply Panel air intake filter ILOS. (1) 16.75" x 8.75" #10008973 for attendant seat base or above right front cabinet. (2) 13" x 18" #10009296 over #1 compartment or in bottom of linen cabinet. Filters will be behind stainless steel intake grills.

QL43C000 0 1 **PERKO POWER VENT**

Install a Perko power vent. Use existing ceiling plate and vent to outside of modular body.

Option	Std	Qty	Header/Description/Data	Proposal Total

QL43D000 0 1 **PERKO STATIC VENT**

Install a Perko static vent. Use existing ceiling plate and vent to outside of modular body.

QL455000 0 1 **DANHARD 110V A/C SYSTEM**

Install a Danhard 50-2000 110V heat/AC unit as noted below.

LOCATE: UNDER REAR OF BENCH.

!!! INSTALL A RUBBER FLAP FORWARD OF THE UNIT UNDERNEATH THE VEHICLE TO DEFLECT ROAD DEBRIS.

!!! INSTALL THERMOSTAT IN INHALATION WALL PER DRAWING.

R CAB CONSOLE AND COMMUNICATIONS

RJ01A000 1 1 **ANTENNA COAX 1:**

An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled.

Exterior Termination: FRONT CENTER OF MODULE ROOF
Interior Termination: ATTENDANT SEAT BASE
!!! INSTALL CUSTOMER SUPPLIED CABLE, MOUNT, AND "VHF" ANTENNA

RJ040000 1 1 **RADIO CABLE PULL WIRE**

A standard pull wire for radio installation shall be installed from behind the driver's seat to behind the inhalation panel.

RJ05B000 1 1 **FRONT CONSOLE:**

A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls.

!!! INSTALL CUSTOM CONSOLE PER ATTACHED DRAWING.
!!! REAR PORTION TO BE OPEN WITH NO SLOTS OR DIVIDERS.
!!! INSTALL (2) CUP HOLDERS (RJ05CP00) PER DRAWING AND SEAL BOTTOMS AGAINST LEAKAGE.
!!! INSTALL A .250" ALUMINUM REINFORCEMENT PLATE ON THE INSIDE OF CONSOLE PER DRAWING FOR ATTACHMENT OF LAPTOP MOUNTING BRACKET. THIS IS LOCATED ON THE CURBSIDE FORWARD AREA. INSTALL A CUSTOMER-SUPPLIED COMPUTER BRACKET IN THIS LOCATION.
!!! FABRICATE AND INSTALL A TRAY TO ATTACH TO THE REAR OF THE CONSOLE. THE TRAY IS TO BE PER DWG #113999 (4.25"W). SPRAY WITH BLACK SCORPION TO MATCH CONSOLE.

!!! DUPLICATE OF PREVIOUS VEHICLES.

Option	Std	Qty	Header/Description/Data	Proposal Total

RJ05CP00 0 2 **CUP HOLDERS**

Install two (2) cup holders recessed into the console per drawing.

RJ06A000 0 1 **RADIO HEAD PRE-CUT: front**

Cut out control console for radio head(s).

CUSTOMER SUPPLIED

RJ06B000 0 1 **RADIO HEAD PRE-CUT: rear**

Cut out rear action panel for radio head(s).

CUSTOMER SUPPLIED

RJ070000 0 2 **RADIO CABLE INSTALL: customer supplied**

Customer supplied radio cables will be installed during the vehicle construction. Cables to be tagged and marked at each end to identify their installed location. All cables shipped to Horton must have the vehicle production number clearly marked on the shipping package, and delivered prior to or at time of modular pre-wire.

!!! (1) FROM FRONT CONSOLE TO BELOW THE ATTENDANT'S SEAT.
(1) FROM INHALATION AREA TO BELOW ATTENDANT'S SEAT.

RJ080000 1 3 **RADIO POWER/GROUND:**

Install 6 gauge cable to positive and ground studs for radio power.

!!! INSTALL (1) BATTERY HOT AND (1) BATTERY SWITCHED IN ATTENDANT SEAT BASE.
!!! INSTALL (1)BATTERY SWITCHED POWER AND GROUND INSIDE OF FRONT CONSOLE. LABEL ACCORDINGLY
!!! INSTALL (1)BATTERY POWER AND GROUND INSIDE OF FRONT CONSOLE WIRED HOT AT ALL TIMES. LABEL ACCORDINGLY

RSP00001 0 1 **SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS**

!!! INSTALL (1) CUSTOMER SUPPLIED SPEAKER AND 1-MIC. SPEAKER TO GO ABOVE PASSTHROUGH WINDOW AS HIGH UP AS POSSIBLE.

!!! INSTALL REMAINDER OF RADIO EQUIPMENT UNDER THE ATTENDANT'S SEAT AND PROVIDE VENTED ACCESS DOOR PER PREVIOUS UNITS.

!!! CUSTOMER-SUPPLIED RADIO EQUIPMENT WILL INCLUDE:
(1) MOTOROLA XTL 2500 TRANCEIVER (UNDER ATTENDANT'S SEAT)
(2) MOTOROLA XTL 2500 RADIO HEADS (1 FRONT, 1 REAR)
(1) MOTOROLA EXTERNAL SPEAKER (CAB HEADLINER UP HIGH)
APPLICABLE MOUNTING BRACKETS AND MICS.

Option	Std	Qty	Header/Description/Data	Proposal Total

RSP00002 0 1 **SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS**

!!! INSTALL A CUSTOMER-SUPPLIED POWER CABLE AND QUICK CONNECT PLUG TO THE POWER GROUND UNDER THE ATTENDANT SEAT FOR USE WITH TRANSAFE WINCH.

T OXYGEN AND SUCTION

TN002000 1 1 **OXYGEN BOTTLE MOUNT, VERTICAL TRACK FOR QRM-V**

Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the compartment in the right hand corner. The O2 bottle mount is adjustable for "M" or "H" size tanks.

TN01MW00 1 1 **OXYGEN BOTTLE, CYLINDER BRACKET: Zico**

Zico QRM-V oxygen bracket shall be installed.

Locate: standard location
Tank Size: "M" OR 'H'

TN030000 2 2 **OXYGEN OUTLETS, STANDARD**

Two oxygen outlets to be provided as standard and located in the inhalation panel unless relocated per option TN03RL00.

TN03A000 0 1 **OXYGEN OUTLET: additional**

Install additional oxygen outlet(s).

Locate: FORWARD END OF BENCH CABINET

TN04A000 1 1 **ADAPTER TYPE: Ohio Diamond II**

Oxygen outlets to be Ohio Diamond II.

TN050000 1 2 **FLOWMETER:**

Supply dial type flowmeter.

TN060000 1 1 **OXYGEN WRENCH:**

Install oxygen wrench in oxygen compartment. Mount secure so not left hanging. Mount with length of chain or cable so not removable.

Option	Std	Qty	Header/Description/Data	Proposal Total

TN08B100 0 3 **D BOTTLE MOUNT: QR-D-2 SINGLE, STRAPLESS**

Install a Zico QR-D-2 Quic-release strapless d-cylinder oxygen bracket.

Locate: BOTTOM OF CRASH BARRIER. (1) BACK WALL, (1) LEFT WALL TOWARD DOOR, (1) RIGHT WALL TOWARD DOOR.

TN100000 1 1 **VACUUM OUTLET: inhalation wall**

A single vacuum panel shall be installed in the inhalation area. The outlet shall be of the same style as the oxygen system and hooked to the onboard vacuum pump.

TN11A000 0 1 **ASPIRATOR: RS-4X disposable**

Install Rico RS-4X aspirator and plumb to the pump listed below.

TN12C000 0 1 **VACUUM PUMP:**

Install a CFP #107CDC20 12vdc electric suction pump.

U LETTERING

UP010000 0 1 **LETTERING:**

Lettering to be included.

Color: GOLD SCOTCHLITE WITH BLACK OUTLINE/SHADE
Style: HELVETICA
!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates)

!!! ORDER THE COUNTY GRAPHIC FOR EACH SIDE FROM:
GRAPHIC DESIGNS INTERNATIONAL
800-344-6853
CONTACT CHRISTINE WILGUS

UP01CS00 0 1 **LETTERING REQUIRED ON CURBSIDE OF BODY**

Lettering shall be installed on the curbside of the body. This lettering shall meet the requirements listed below.

"ESCAMBIA COUNTY" (NEW ARTWORK)
"EMS" (UPPER PORTION OF SIDE ENTRY DOOR)

!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates)

Option	Std	Qty	Header/Description/Data	Proposal Total

UP01F000 0 1 **LETTERING REQUIRED ON FRONT OF VEHICLE**

Lettering shall be installed on the front of the vehicle. This lettering shall meet the requirements listed below.

"AMBULANCE" (MIRROR IMAGE ON WINDSHIELD

"EMS" SIZED TO FIT, UPPER PASSENGER SIDE

!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates) LOCATED UPPER DRIVER'S SIDE.

UP01R000 0 1 **LETTERING REQUIRED ON REAR OF VEHICLE**

Lettering shall be installed on the rear of the vehicle. This lettering shall meet the requirements listed below.

"DIAL 911" (ON REAR DOORS ABOVE WINDOWS)
"BUCKLE UP" (ON REAR DOORS BELOW WINDOWS)

"KEEP BACK" (BOTTOM OF REAR DOORS BELOW STRIPE)
"300 FEET" (SIZE TO FIT)

"EMS" (UPPER LEFT REAR CORNER OF VEHICLE)

!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates)

!!! NOTE ALL LETTERING ON REAR TO BE INSTALLED OVER THE REFLEXITE CHEVRON MATERIAL.

UP01SS00 0 1 **LETTERING REQUIRED ON STREET SIDE OF BODY**

Lettering shall be installed on the street side of the body. This lettering shall meet the requirements listed below.

"ESCAMBIA COUNTY" (NEW ARTWORK)
EMS" (UPPER PORTION OF FORWARD COMPARTMENT DOOR)

!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates)

UP03B000 0 58 **4" SHADED SCOTCHLITE LETTERING**

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UP08D000 0 1 **STAR OF LIFE 36: (each)**

Install 36" star of life.

Locate: ROOF

ESCAMBIA COUNTY EMS
6575 NORTH 'W' ST
PENSACOLA, FL 32505
STEVE WHITE

Selected Feature List 12044

Horton EMERGENCY VEHICLES

Year:	2018
Chassis:	Navistar Medium, 102"
Model:	603A

Option	Std	Qty	Header/Description/Data	Proposal Total
UP180000	1	1	**DOOR REFLECTORS** Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.	
Y00	0	1	**PRICE ADJUSTMENT: discount** Price discount, and or consideration. ***MULTIPLE UNITS.***	
Z02	0	1	**Factory Pickup and Transportation** Allowance for vehicle pickup, transportation and drivers fee. ***!!! DELIVERY TO ESCAMBIA COUNTY EMS.***	
Z04	0	1	**Fuel, Tags, Etc.** Allowance for fuel, tags and administrative.	

Total Configured Cost $256,010.00

Authorized Department Signature(s) _____

Horton EMERGENCY VEHICLES

Horton Emergency Vehicles--3800 McDowell Rd--Grove City, OH 43110

ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST

PENSACOLA, FL 32505

STEVE WHITE

Year:	2018
Chassis:	Navistar Medium, 102"
Type:	MED
Model:	603A
Rev 1	Edit/Review ***12044***

CATEGORIES:

A	***Chassis***
B	***Body Connection Pass Thru Type***
BH	***Chassis Accessories***
BL	***Chassis Electrical***
C	***Conversion Model***
CB	***Module Body Modifications***
D	***Module Body Hardware***
E	***Paint and Striping***
F	***Cabinet Doors, Handles and Hardware***
G	***Interior Colors***
H	***Interior Cabinets, Streetside***
I	***Interior Cabinets, Curbside***
J	***Front Wall Cabinets***
K	***Interior Accessories and Trim***
L	***Cot Mount, and Patient Handling***
M	***Warning Systems, Visual***
MN	***Warning Systems, Audible***
O	***Lights, Non Emergency***
P	***Electrical Power Group***
Q	***Heat, Ventilation, Air conditioning***
R	***Console, Radio, and communications***
T	***Oxygen and Suction***
U	***Lettering and Graphics***
Z	***Other***

Prepared By: **Jason Cavallo**

Option	*Std*	*Qty*	*Header/Description/Data*	Proposal Total
AA000000	1	1	**SPECIFICATION FOR A NEW EMERGENCY MEDICAL VEHICLE**	

AB Horton Emergency Vehicles Feature List

AC CHASSIS

AI NAVISTAR CHASSIS

AIN12017	0	1	**CHASSIS, 2017 NAVISTAR 4300LP, 102" C/A** The chassis required to complete the ambulance conversion shall be supplied by Horton. See chassis specification for further information. ***!!! SEE QUOTE #943-01*** ***!!! CHASSIS TO BE 2018 MODEL YEAR IN LIEU OF 2017.***	
AINSP001	0	1	**SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS** ***!!! USE OLD STYLE BELLOWS MATERIAL.*** ***!!! INSTALL A TRIM RING AROUND THE CAB SIDE OF THE PASS-THROUGH TO DUPLICATE PREVIOUS VEHICLES. TRIMLOCK MUST BE GLUED IN PLACE.***	
AJNSPIC0	1	1	**CHASSIS INTERIOR COLOR SHALL BE GRAY**	

B CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES

Option	Std	Qty	Header/Description/Data	Proposal Total

BH02F000 1 1 **HUB & LUG NUT COVERS, STAINLESS FOR NAVISTAR 19.5"**
Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.

BH02H000 1 1 **TIRE SIZE, 19.5", MEDIUM DUTY:**
This vehicle is specified to have 19.5" tires.

BH02J000 0 1 **CHASSIS IS EQUIPPED WITH AIR BRAKES:**
This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.

BH03B000 1 1 **MUD FLAPS: rear**
Install individual rear mud flaps behind each set of rear wheels.

BH040000 1 1 **CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST**
The chassis specified above is to include a horizontal exhaust.

BH04F000 1 1 **STANDARD HEIGHT CAB**
The chassis specified above will have the standard cab height.

BH06A000 0 1 **WIDE DOCK BUMPERS**
Install wide style rear dock bumpers. Not applicable with bumper option BH11E000.

BH070000 1 1 **REINFORCE REAR BUMPER END CAPS**
Reinforce end caps of rear bumper for greater impact resistance.
This option is not compatible with a shock absorbing rear step.

Option	Std	Qty	Header/Description/Data	Proposal Total

BH110000 1 1 **REAR STEP/ BUMPER ASSEMBLY**

The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling.

!!! THIS STEP TO BE INSTALLED 3.00" FROM THE REAR DIAMOND PLATE RISER TO THE BACK OF THE STEP.

!!! INSTALL A CUSTOM LIFT UP CENTER SECTION WITH A 1.00" HIGH NOTCH IN THE LOWER EDGE OF THE REAR VERTICAL DIAMOND PLATE EDGE TO PREVENT COT RUNNERS FROM DRAGGING ON THE STEP WHEN IT IS IN THE UP POSITION. REINFORCE LIFT UP SECTION WITH FLAT STOCK.

!!! STEP REINFORCEMENT MUST BE 1.5" BOX TUBING WITH (2) EQUALLY SPACED DIVIDERS FOR SUPPORT. DUPLICATE OF PREVIOUS VEHICLES.

BH26I000 0 1 **FUEL TANK COVERS, DIAMOND PLATE, FOR NAVISTAR 4300 CHASSIS**

Diamond plate step well covers shall be installed on both the curb and street side cab step wells. The covers shall be made of .125"thick polished diamond tread plate with a minimum 3003-H14 alloy.

!!! BATTERIES TO BE LOCATED IN PULL-OUT TRAY UNDER CAB PER STANDARD.

BH32OR00 1 1 **SUSPENSION SWITCH: dump override**

A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door.

SWITCH LOCATE: REAR CURBSIDE RISER, NEAR RIGHT REAR DOOR, 6" ABOVE RISER TRIM.

NOTE: USE NEW 3-SWITCH PANELS. INSTALL THE DUMP OVERRIDE SWITCH CLOSEST TO THE DOOR OPENING. THE MIDDLE SWITCH IS TO BE LEFT BLANK. THE LIGHT SWITCH IS TO BE TOWARD THE HINGED SIDE OF THE DOOR.

!!! INSTALL FLUSH MOUNTED. MINIMIZE THE DEPTH OF THE CLOSEOUT (CA590005/DR11A000). INSTALL A CLOSEOUT AROUND ALL WIRING AND COVER CLOSEOUT WITH RUBBER MATTING TO MATCH REMAINDER OF COMPARTMENT. WIRING TO EXIT OUT THE TOP OF THE PANEL CLOSEOUT AND TRAVEL UP THE LEFT REAR CORNER SO AS NOT TO INTERFERE WITH STORAGE IN THIS AREA.

BHSPD006 0 1 **MIRROR: OEM**

The mirror set shall be OEM supplied, and installed by the chassis manufacturer.

Option	Std	Qty	Header/Description/Data	Proposal Total

BL26B000 1 1 **BACKUP ALARM RESET**

Backup alarm to automatically reset to on if alarm was manually canceled using the control panel alarm cut-off switch (FL25) during previous use.

BL26L000 0 1 **DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VIEWING**

Install a Voyager VCCS155 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below. Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed into reverse. The second camera is to provide a view of the patient area when selected.

INTERIOR CAMERA LOCATION: OVER REAR DOORS

!!! INSTALL THE EXTERIOR CAMERA BETWEEN THE CENTER ICC LIGHT AND THE CURBSIDE LOADING LIGHT. OFFSET THE REAR INTERIOR CAMERA TO THE RIGHT TO CLEAR THE CLOCK.

!!! FIX THE MONITOR SO THAT IT CANNOT BE PULLED DOWN TO BLOCK THE SAFETY VISION SYSTEM.

BL32A000 1 1 **OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER**

OEM AM/FM/CD player shall be provided by the OEM manufacturer on all Horton supplied chassis.

Note: This option applies only to chassis supplied by Horton. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.

BSP00001 0 1 **SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES**

!!! SUPPLY AND INSTALL A SAFETY VISION MINI DVR SYSTEM ON THE FRONT WINSHIELD 2" BELOW "AMBULANCE" LETTERING.

!!! RUN THE WIRING OVER THE HEADLINER AND DOWN THE RIGHT SIDE CAB PILLAR INTO THE OEM CHASSIS FUSE BOX. TIE THE RED AND YELLOW WIRES TOGETHER USING FUSABLE LINK AND WIRE INTO CONTINUOUS HOT 12V POWER AT THAT LOCATION.

BSP00002 0 1 **SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES**

!!! INSTALL JUMP START STUDS ON THE REAR OF THE DRIVER'S SIDE CAB STEP FACING THE BODY.

Option	Std	Qty	Header/Description/Data	Proposal Total

C CONVERSIONS

CA200000 0 1 **PREVIOUS VEHICLE REFERENCE**

This option is to be used for comparison purposes only.
Specifications are specific to each order so use extreme caution
when referencing a previous production order.

PREVIOUS VEHICLE PRODUCTION #17948-49

CA590000 0 1 **CONVERSION MODEL: 603A MEDIUM DUTY NAVISTAR 4300**

```
MINIMUM BODY DIMENSIONS:
(Exterior)
-Height:            91"
-Width:             96"
-Length:           167"
(Interior)
-Height:            72"
-Aisle              20"
-Width:             20"(from edge of cot in wall position to squad
                        bench riser)
-Length:           163"
OVERALL DIMENSIONS (Including Chassis, Module and Step):
-Height:           110" (to top of vent)
-Width:            100"
-Length:           290" Navistar
                   289" Freightliner
```

!!! VEHICLE TO INCLUDE 72" HEADROOM AS STANDARD.

!!! DO NOT INSTALL SLIDING PLEXIGLAS IN THE PASS THROUGH.

!!! ALL LED COMPARTMENT LIGHTING IS TO BE FULL LENGTH. DO NOT CUT SHORT.

CA590001 1 1 **603A STREETSIDE FORWARD:**

```
Clear Door Opening:          16.2" wide x 80.6" high
Actual Compartment           18.9" wide x 83.6" high x 21.3"
```

This area shall be accessed through a single outside hinged door.
The compartment shall house the vehicle's primary O2 cylinder. The
compartment shall be vented to the outside.

!!! LOUVERS TO BE STAMPED FACING DOWN ILOS.

0 1 **SHELF FOR LED LIGHTED VERTICAL COMPARTMENT**

dr08l000 A diamond plate adjustable shelf shall be installed in the following location.

Locate: APPROXIMATELY 60" FROM FLOOR OF COMPARTMENT

Option	Std	Qty	Header/Description/Data	Proposal Total

CA590002 1 1 **603A STREETSIDE INTERMEDIATE:**

Clear Door Opening: 48.2" wide x 27.8" high
Actual Dimensions: 51.9" wide x 31.0" high x 21.3"
This area shall be accessed through double, outside hinged doors.
Both doors shall have exterior door handles and latching devices.

!!! ROTATE HOPS CLOSEOUT.

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

!!! INSTALL ALL ELECTRICAL EQUIPMENT ON CEILING OF COMPARTMENT AND COVER WITH AN EXPANDED METAL GUARD. MAKE SURE ACCESS HOLES ARE CUT IN THE CORRECT LOCATIONS.

!!! INSTALL TRIM LOCK AROUND ALL HOLES FOR WIRING.

!!! DO NOT INSTALL PD BOX IN THIS COMPARTMENT. PD BOX TO BE LOCATED IN THE FRONT CONSOLE.

0 1 **SHELF, PULL OUT TRAY FOR EXTERIOR COMPARTMENT**

dr100000 Diamond plate pull-out tray with Accuride slides installed as noted below:

Locate: 4" DOWN FROM ELECTRICAL EQUIPMENT. TRACK TO BE FULL HEIGHT.
!!! TRAY TO LOCK IN THE 'IN' AND 'OUT' POSITION AND BE ADJUSTABLE.

0 1 **EXPANDED METAL CAGE FOR PROTECTION OF EQUIPMENT**

dr11ca00 Install an expanded metal cage around the onboard electrical equipment per location noted below. Include access ports to equipment with grip lock around the edges of the openings.

LOCATE: CEILING OF STREETSIDE INTERMEDIATE COMPARTMENT. ALLOW A HOLE ADEQUATE IN SIZE TO REACH ALL COMPONENTS AND COVER EDGE WITH GRIP LOCK.

CA590004 1 1 **603A STREETSIDE REAR:**

Clear Door Opening: 32.0" wide x 80.6" high
Actual Dimensions: 37.4" wide x 83.6" high x 21.3"
This area shall be accessed through double, outside hinged doors.
Both doors shall have exterior door handles and latching devices:

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

0 1 **COMPARTMENT HEIGHT Modify: first, street side**

cb040000 The height of the standard compartment for this model shall be modified. This is the first street side compartment height modification and shall include affected modifications to the interior cabinet.

Height Modification: DECREASE 22"

Option	Std	Qty	Header/Description/Data	Proposal Total
	0	1	**SHELF FOR LED LIGHTED VERTICAL COMPARTMENT**	
dr08l000			A diamond plate adjustable shelf shall be installed in the following location. ***!!! NOTE LOCATION OF EXTINGUISHER. LEAVE ROOM TO ALLOW ADJUSTMENT IN SHELF.***	
CA590005	1	1	**603A CURBSIDE REAR:** Clear Door Opening: 25.0" wide x 80.6" high Actual Dimensions: 29.6" wide x 83.6" high x 21.3" This area shall be accessed through a single outside hinged door ***!!! LOUVERS TO BE STAMPED FACING DOWN ILOS.*** ***!!! IN ADDITION TO DECREASING WIDTH OF COMPARTMENT 4" ADD A 3" OFFSET IN RIGHT HAND SIDE OF COMPARTMENT THAT PROTRUDES INTO THE DOOR OPENING FOR 75" OF USABLE LENGTH IN BENCH.*** ***!!! INSTALL AN ALUMINUM ANGLE 60" FROM FLOOR OF THIS COMPARTMENT TO PREVENT 72" LONG BACKBOARDS FROM FALLING OUT IF THE VEHICLE IS PARKED ON AN INCLINE. COVER THE ANGLE WITH GRAY STICK-ON RUBBER MATTING. IT WILL BE NECESSARY TO LOAD THE BACKBOARDS TOP FIRST IN BEHIND THE ANGLE.*** ***!!! INSTALL AN ANGLED TRIM PIECE IN THE LEFT REAR CORNER OF THE COMPARTMENT AND COVER WITH RUBBER MATTING. THIS PIECE IS TO CLOSE OFF THE WIRING FROM THE RECESSED SWITCH PANEL IN THE RISER.***	
	0	1	**COMPARTMENT WIDTH Modify: first, curbside**	
cb060w00			The width of the standard compartment for this model shall be modified. This is the first curbside compartment width modification and shall include affected modifications to the interior cabinet. ***Width Modification: DECREASE 4"***	
	0	3	**SHELF FOR LED LIGHTED VERTICAL COMPARTMENT**	
dr08l000			A diamond plate adjustable shelf shall be installed in the following location. ***Locate: RIGHT SIDE OF DIVIDER FOR INSIDE OUTSIDE ACCESS*** ***!!! INSTALL BOTTOM SHELF 42" FROM FLOOR OF COMPARTMENT.***	
	0	1	**DIVIDER FIXED, VERTICAL COMPARTMENT**	
dr11a000			Install a 16" deep fixed vertical divider shall be installed in the location listed below. (Divider material is to match the compartment material) ***Locate: 12" FROM RIGHT HAND WALL***	
	0	1	**CLOSEOUT, EXTERIOR COMPARTMENT**	
dr11cl00			Install a closeout to block off exterior access to the exterior compartment as noted below. Fabricate closeout to match compartment material. ***LOCATE: CURBSIDE REAR COMPARTMENT BACK WALL FOR 3-SWITCH PANEL IN CURBSIDE WALL RISER.***	

Option	Std	Qty	Header/Description/Data	Proposal Total

CAB93AF0 0 1 **KKK-A-1822F CERTIFICATION LABEL**

The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

HORTON INSTALLED

CB BODY MODIFICATIONS/OPTIONS

CB06CC00 0 1 **CRASH BARRIER SAFETY CONFIGURATION**

The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment with three standard shelves .125" thickness. The bench must remain a minimum of 72" long.

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

!!! COMPARTMENT TO BE 22" OD WIDE TO DUPLICATE PREVIOUS VEHICLES.

!!! NOTE LOCATION OF BOTTLE STORAGE PER DRAWING.

CB06E000 0 1 **SIDE DOOR: relocate**

The side patient access door shall be relocated from its standard location.

!!! CRASH BARRIER CONFIGURATION.

CB06SX00 0 1 **DOUBLE STEP CURBSIDE ENTRY 6" DROP SKIRT**

The curbside skirt, forward of the rear wheel well shall be dropped 6 inches. Two integral ALD steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.

CB07E000 0 1 **COT MOUNT REINFORCEMENT PLATES: Power Load**

Additional under floor reinforcement is required for future installation of a Stryker Power Load system.

CB09SA00 1 1 **PATIENT AREA SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE**

Install standard sound control package.

Option	Std	Qty	Header/Description/Data	Proposal Total

CB09SB00 0 1 **WALK THROUGH MODIFICATION FOR CUSTOM HEAT/AC SYSTEM**

Shift the bulkhead walk through opening 2" toward the curbside of vehicle so it is compatible with the custom heat/ac unit.

!!! PASS THROUGH VEHICLE.

CBSP0001 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! INCREASE HEIGHT OF REAR DOORS APPROXIMATELY 2" TO MATCH PREVIOUS VEHICLES. SEE DRAWING.

CBSP0002 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! EXTEND THE CURBSIDE WHEELHOUSE TO THE REAR COMPARTMENT.

CBSP0003 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! FABRICATE AN ALUMINUM FILLER BOX OUT OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.

CBSP0004 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! SHORELINES TO BE INSTALLED IN NON STANDARD LOCATION PER VEHICLE #17263-64. HAND CUT SO THEY ARE LOCATED IN STRIPE.

CBSP0005 0 1 **SPECIAL INSTRUCTION, BODY MODIFICATIONS**

!!! NOTE THE FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. FLOOR MUST BE REINFORCED FOR THIS APPLICATION.

D MODULE BODY HARDWARE

DG05C100 0 2 **PRIVACY WINDOWS, REAR MODULE BODY ENTRY DOORS**

The rear module entry doors shall have solid windows. The windows shall have dark privacy glass. The windows shall meet FMVSS glazing standards. No films are to be used.

!!! SIDE DOOR WINDOW TO BE FIXED ILOS.

Option	Std	Qty	Header/Description/Data	Proposal Total

DG07R000 0 1 **EMERGENCY DOOR RELEASE MECHANISM, SIDE DOOR**

Install emergency release knobs on top and bottom of the side module entrance door.

DG080000 1 1 **EMERGENCY DOOR RELEASE MECHANISM, REAR DOORS**

Install standard emergency release knobs on top and bottom of rear module entrance doors.

DG08A000 1 1 **DOOR HANDLES**

Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three piece interior door panels on all access doors.

DH000000 1 1 **Vi-Tech body mounts**

Install standard Vi-Tech body mounts.

DH030000 0 1 **STAINLESS STEEL SPLASH SHIELDS**

Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.

DH040000 1 1 **MODULE BODY FENDERS: stainless steel**

Rear wheel housings shall have stainless steel flare skirts to protect the wheel house opening and side body finish.

DH04RS00 0 1 **DIAMOND PLATE LOWER BODY RUB RAILS**

Aluminum diamond plate lower body rub rails are to be along the bottom of the body on each side.

DH330000 1 1 **REAR DOOR HOLD OPENS, GRABBER**

Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLD OPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)

Option	Std	Qty	Header/Description/Data	Proposal Total

DL480000 0 1 **ELECTRIC DOOR LOCKS: compartment**

Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.

DL48A000 1 1 **ELECTRIC DOOR LOCKS: access doors**

Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door, and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.

!!! INSTALL AN ADDITIONAL DOOR LOCK SWITCH IN THE INHALATION PANEL. THIS SWITCH TO OPERATE ALL LOCKS.

DL48C000 0 3 **ELECTRIC DOOR SWITCH: programmable touch pad**

The patient area power door locks will include an exterior programmable touch pad system located near the body side access door.

Locate: (1) EACH SIDE OF BODY PER DRAWING AND (1) ON REAR PER DRAWING.

!!! PROGRAM '35791' TO UNLOCK AND '555' TO LOCK. '12345' IS TO BE DISABLED.

DL48D000 0 1 **ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES**

The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.

DLH40000 0 1 **RECESSED LICENSE PLATE BRACKET**

A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include lighting in the top to illuminate the license plate.

DM100000 1 1 **REFLECTORS:**

All patient compartment entry doors shall have red reflectors in the lower corner.

DR22A000 0 1 **MATEFLEX IN EXTERIOR COMPARTMENTS**

Mateflex will be installed on the floor and shelves of all exterior compartments.

Color: BLACK

Option	*Std*	*Qty*	*Header/Description/Data*	**Proposal Total**

DR23A000 1 1 **RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT**

The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area.

Color: GRAY

DSP00001 0 1 **SPECIAL INSTRUCTION, MODULE BODY HARDWARE**

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH GRAY SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

E PAINT AND STRIPING

ED010000 1 1 **CHASSIS PAINT: standard white**

Chassis color to be standard white.

ED040000 1 1 **MODULE PAINT: standard white**

Paint module standard white Sikkens #FLNA4002.

ED090000 0 1 **STRIPE: custom**

Special paint stripe
See drawing

Paint Color: RED
Paint Number: FLNA3042

!!! INSTALL AN 8.00" WIDE BELTLINE STRIPE WITH 1.125" SAPPHIRE BLUE VINYL SPACED .250" ABOVE AND BELOW STRIPE WITH "QRS" GOING INTO TOP OF STRIPE. SEE DRAWING.

!!! ADD A LOWER SKIRT STRIPE WITH 1.125" BLUE VINYL STARTING AT TOP OF REAR CORNER GUARD THEN A .250" GAP THEN THE PAINTED STRIPE TO THE BOTTOM OF THE BODY.
!!! REFER TO DRAWING
!!! SAPPHIRE BLUE VINYL LISTED IN #220-37 PN# 10001920
!!! DUPLICATE OF PREVIOUS VEHICLES WITH THE EXCEPTION OF REAR. NOTE CHEVRONS ON ENTIRE REAR OF VEHICLE.

Option	Std	Qty	Header/Description/Data	Proposal Total

ED5C0000 0 1 **DIAMONDGRADE CHEVRONS-ENTIRE REAR**

Install Diamondgrade chevron striping on the entire rear of the body inboard of the corner posts and below the upper driprail.

Colors: RED/WHITE/BLUE PER SAMPLE SENT TO CUSTOMER !!! .25" WHITE IN BETWEEN THE RED AND BLUE. LINE THE STRIPES UP WITH THE STRIPE COMING OFF OF EACH SIDE.

!!! ILO DIAMOND GRADE SUPPLY AND INSTALL REFLEXITE PER SAMPLE SENT TO CUSTOMER. INSTALL ALL LETTERING ON REAR OVER THE REFLEXITE CHEVRONS.

ESP00001 0 1 **SPECIAL INSTRUCTION, PAINT & STRIPING**

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH GRAY SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

F INTERIOR CABINET DOORS, HANDLES & HARDWARE

FE010000 1 1 **FULL HEIGHT PULL HANDLES ON SLIDING PLEXIGLAS DOORS**

All sliding cabinet doors to have full length pull handles.

FE01FT00 1 1 **LATCH, HINGED DOOR: Southco flush stainless steel pull style**

Install stainless flush mount Southco pull latches on the hinged interior cabinet doors.

FE02A000 1 1 **PLEXIGLAS COLOR: light tint**

All Plexiglas doors to be light tint.

FE06E000 0 2 **COUNTERTOP, SOLID SURFACE**

Install solid surface countertop in lieu of standard stainless steel. Counter is to include radiused and tapered corners.

Color: MIDNIGHT PEARL

FE08ST00 1 1 **INHALATION PANEL (STANDARD):**

The inhalation panel is to be fabricated from composite material and covered with Formica to match to color selected.

!!! PANEL TO BE ANGLED AND SHORTENED 14" PER DRAWING.

Option	Std	Qty	Header/Description/Data	Proposal Total

FSP00001 0 1 **SPECIAL INSTRUCTION, CABINET DOORS, HANDLES & HARDWARE**

!!! ALL INTERIOR HINGED CABINET DOORS (PLEX AND SOLID) ARE TO BE INSTALLED USING STAINLESS STEEL CONTINUOUS HINGE. INSTALL NUTS AND BOLTS IN ALL HOLES. DO NOT MIX DISIMILAR METALS.

G INTERIOR COLORS, UPHOLSTERY AND SEATING

GF01R000 0 1 **INTERIOR COLOR SCHEME: Custom**

Interior colors are as follows:

FLOOR: LONCOIN FLECKSTONE SAPPHIRE #152TS
RISER: INDIGO BLUE
WALL: FASHION GRAY GLOSSIE
CABINET: FASHION GRAY ALUMINUM
UPHOLSTERY: FLINT GRAY
ACCENT STRIPE: PORT(NO STRIPE ON REAR DOORS)

GF02M000 1 1 **INSIDE CABINET FINISH: paint**

The interior of all aluminum cabinets shall have a durable paint finish. The painted surface shall be washable and non-absorbent. See the appropriate Interior Color Scheme option for paint color information.

GF02P000 1 1 **RISERS:**

The interior of this vehicle is to contain no wood or wood products. The risers are to be made of reinforced structural composite board covered with Formica per the color description. Formica will not installed on the risers if stainless steel riser options are selected.

GK12A300 0 1 **HIGH BACK ATTENDANT SEAT WITH CHILD SAFETY, 4PT**

Delete the boxed in attendant seat cushions. Install a USSC high back bucket seat with integral 4pt seatbelt and child safety seat. The seat to be adjustable front to rear.

!!! HEAT AC TO BE LOCATED IN BOTTOM OF LINEN CABINET.

!!! SUPPLY AND INSTALL A MODIFIED SEAT BASE IN STANDARD LOCATION. BASE TO BE COVERED IN STAINLESS SEET AND INCLUDE A VENTED ACCESS DOOR ON AISLE SIDE.

Option	Std	Qty	Header/Description/Data	Proposal Total

GK150000 5 4 **SEAT BELTS:**

Install standard 4pt seatbelts per quantity and locations selected.

Locate: CPR SEAT
(3) BENCH SEATING

H INTERIOR CABINETRY, STREET SIDE

HK000200 0 1 **LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM**

A vertical storage cabinet shall be located behind the attendant seat. The upper storage area shall house the primary electrical distribution area. The lower section shall be used to house the vehicle heat/ac unit. The outer surface of this area will be covered with perforated stainless steel providing intake air to the heat/ac unit. The center section can be utilized for miscellaneous storage. The electrical distribution area and the center storage area shall be accessed through hinged doors.
The electrical distribution area shall include a Southco key lock/latching device. The entire cabinet shall be fabricated from aluminum and shall then be painted, unless otherwise specified.

OPTION #CB09SB00 MUST ALSO BE SELECTED WHEN THIS OPTION IS USED.

!!! SEE EXISTING FLEET FOR INSTALLATION OF REFRIGERATOR IN THIS AREA.

!!! NOTE DOORS TO BE DESIGNED DIFFERENTLY FOR USE WITH CUSTOMER-SUPPLIED LOCKS. PREPUNCH HOLES FOR LOCKS MAKING SURE THAT THE ARMS ON THE LOCKS WILL REACH TO SECURE THE DOOR.

!!! ADD LARGE BUMPER PADS TO DOOR TO PROTECT WALL WHEN OPENED.

!!! UPPER ELECTRONICS DOOR TO INCLUDE A SQUARE VENT IN DOOR TO DUPLICATE PREVIOUS.

!!! INSTALL LARGE RUBBER BUMPERS ON ALL DOORS TO KEEP THEM FROM HITTING THE FRONT BULKHEAD.

!!! TRIM REFRIGERATOR OPENING SUFFICIENTLY TO ELIMINATE ANY EXISTING SHARP EDGE. INSTALL DRAIN LINE ON THE REFRIGERATOR DRAIN PAN.

!!! TRIM REFRIGERATOR DOOR WITH GRIP LOCK TO ELIMINATE SHARP EDGES.

!!! SHIP LOOSE BOTH KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

HK001000 1 1 **HOPS SYSTEM:**

The unit is to be equipped with the HOPS system.

Note: LOCATE THE ACCESS PORT FOR THE HOPS DIAGNOSTICS OUTSIDE OF THE CLOSEOUT SO THAT IT IS ACCESSIBLE WITHOUT REMOVING THE CLOSEOUT.

Option	Std	Qty	Header/Description/Data	Proposal Total

HK001B00 1 1 **RADIUS STYLE CABINET TRIM**

Install smooth 1.5" radiused trim on all applicable interior cabinets.

HK01B000 1 1 **STREETSIDE WALL WITH CPR SEAT**

Street side wall to have CPR configuration. All cabinets over 14"H will include (1) standard adjustable shelf.
SEE DRAWINGS

Configure: streetside cabinets to be 18" deep.

!!! CABINET WALL PER DRAWING.

!!! NOTE INSTALLATION OF SPECIAL LED LIGHT ABOVE O2 PANEL ILOS BAR LIGHT. LIGHT TO BE MOUNTED FLUSH WITHOUT ANY ANGLES AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.

!!! INSTALL A SMALL OSCILLATING FAN (GUEST #900) PER DRAWING.

HK01R000 0 2 **LIFT UP CABINET FRAMES: street-side**

Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.

Locate: BOTH UPPER CABINETS

HK03D000 0 1 **PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL**

Pull out drawer(s) shall be installed in the main cabinet wall at the locations listed below.

!!! PULL OUT WRITING TRAY ONLY.
!!! INSTALL BELOW INHALATION COUNTER IN CABINET SO CABINET DOOR MUST BE OPENED TO ACCESS PULL OUT WRITING TRAY.

HK14C000 0 1 **MONITOR BRACKET**

The monitor bracket, as specified below, is to be installed as noted.

Manufacturer: FERNO WASHINGTON
Model Number: FW M200 FOR LIFEPACK LP15
Location: REARWARD END OF INHALATION COUNTER PER DRAWING
!!! INSTALL SPACERS UNDER BRACKET TO ALLOW IT TO SWIVEL.

HSP00001 0 1 **SPECIAL INSTRUCTION, STREETSIDE CABINETRY**

!!! FABRICATE AN ALUMINUM FILLER BOX OUT OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.

Option	Std	Qty	Header/Description/Data	Proposal Total

I INTERIOR CABINETS AND SQUAD BENCH, CURB SIDE

IA200000 1 1 **SQUAD BENCH STORAGE:**

Storage shall be provided under the bench cushions. The area shall run where possible under the bench. The storage pan shall be fabricated from aluminum and shall be accessed by raising the split cushions.

!!! MUST HAVE 75" BENCH LENGTH.

0 1 **SQUAD BENCH: DELETE CUPS AND WELLS**

ig05f000

A 22" wide x 72" long bench cushion shall be provided on the curb side of the patient area. The cushion shall be split. No provisions for stretcher cups and wells are provided.

!!! CUSHIONS TO INCLUDE 1" OVERHANG.
!!! MUST HAVE 75" BENCH LENGTH.

IG09H000 0 1 **CURBSIDE FORWARD BENCH HEAD CUSHION**

Install (1) inflatable head cushion (airbag) at the forward seating position of the curbside bench.

IG09I000 0 1 **CURBSIDE REAR BENCH HEAD CUSHION**

Install (1) inflatable head cushion (airbag) at the rear seating position of the curbside bench.

IG10A000 1 1 **BENCH HOLD OPENS: gas**

Install gas spring hold opens on squad bench lid.

IG10Q000 1 1 **BENCH HOLD-DOWN: paddle latches (Pair)**

Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.

!!! INSTALL ONLY ONE PER DRAWING.

IG15B000 1 1 **BENCH BACK CUSHION: full size**

Delete individual squad bench back cushions. Install full size cushion.

Option	Std	Qty	Header/Description/Data	Proposal Total

IK17E000 0 1 **SHARPS/WASTE STORAGE IN A PULL OUT DRAWER IN SQUAD BENCH**

Install a drawer in the face of the squad bench in the specific location noted below. This drawer will house both sharps and waste containers.

Locate: HEAD OF BENCH TO OPEN INTO AISLE

IK18AA00 1 1 **CURBSIDE OVERHEAD CABINET: hinged doors**

Storage shall be provided above the squad bench. The storage shall run the full length of the squad bench and shall be accessed through hinged Plexiglas doors that are held in the open position with gas activated rods. The entire cabinet shall be fabricated from aluminum. The cabinet is to be 9" H to meet current K requirements.

!!! NOTE LOCATION OF 02 OUTLET.
!!! INSTALL A PAINTED DIVIDER (IK18Y000) IN THE CENTER OF CABINET.

IK18Y000 0 1 **CABINET DIVIDER:**

Install a cabinet divider as noted below.

IK280000 0 1 **PASS THROUGH ACCESS TO THE CURBSIDE REAR COMPARTMENT**

Inside/outside access to the curbside rear compartment shall be provided as described. Width is to be determined by the location of any exterior divider and the height shall start 41" from the exterior compartment floor to interior closeout unless noted otherwise below.

!!! UPPER PORTION ON AISLE SIDE PER DRAWING
DOOR STYLE: HINGED PLEXIGLAS
NOTE: INSTALL A MAGNETIC DOOR SWITCH TO ACTIVATE LIGHTING INSIDE COMPARTMENT.

ISP00001 0 1 **SPECIAL INSTRUCTION, CURBSIDE CABINETRY**

!!! NOTE BOTTLE STORAGE LOCATED IN BOTTOM OF CRASH BARRIER COMPARTMENT PER DRAWING. BOTTLES TO BE ACCESSIBLE THROUGH ROM DOOR AND EXTERIOR COMPARTMENT DOOR. LOCATE (1) BOTTLE ON EACH SIDE WALL.

ISP00002 0 1 **SPECIAL INSTRUCTION, CURBSIDE CABINETRY**

!!! INSTALL 90 DEGREE TRIM ON REAR BENCH SIDE OF CRASH BARRIER.

Option	Std	Qty	Header/Description/Data	Proposal Total

ISP00003 0 1 **SPECIAL INSTRUCTION, CURBSIDE CABINETRY**

!!! DELETE THE STANDARD ALUMINUM ANGLE TRIM AND INSTALL STAINLESS STEEL PLATE ON BOTTOM OF SQUAD BENCH CUSHION ILOS. REAR CUSHION TO BE FIXED DUE TO DANHARD INSTALLATION. INSTALL GRIP LOCK OVER THE EDGE OF THE BRACKET UNDER THE CUSHION THAT HOLDS THE SEAT DOWN. INSTALL A GAS HOLDOPEN ON THIS CUSHION AS WELL. MAKE SURE THAT ALL SHAVINGS AND DEBRIS ARE VACUUMED OUT PRIOR TO DELIVERY.

J INTERIOR CABINETS, FRONT

JE05R100 0 1 **ROBINSON ROLL UP DOOR, FULL HEIGHT**

A full height Robinson roll up door shall be provided. The door is to include a lift bar latch with key lock.

!!! INSTALL A FULL HEIGHT FRONT ROLL STYLE.
!!! THIS OPTION APPLIES TO THE COMPARTMENT AT THE HEAD OF THE BENCH.
!!! NOTE WIDTH OF COMPARTMENT/CABINET.

K MODULE INTERIOR ACCESSORIES AND TRIM

KG02A000 0 4 **I.V. HOOKS: Perko**

Install Perko I.V. hook where indicated.

Locate: FOOT OF COT
CHEST OF BENCH
FOOT OF BENCH
CHEST OF COT

KG02B000 2 1 **IV HANGER, CAST PRODUCTS WITH RUBBER ARM**

Cast products recessed IV hangers with rubber arms for attaching solution bags shall be installed in the designated locations.

Locate: OVER FOOT OF COT

KG09B000 1 1 **CEILING GRAB RAIL: standard (2) 2ft rails or (1) 6ft rail anti-microbial**

Cabinet wall "A" will have (1) 6' rail over cot as standard.
Cabinet wall "B" will have (2) 2' rails, 1-forward and 1-to rear of CPR seat.

Option	Std	Qty	Header/Description/Data	Proposal Total

KG09D000 0 1 **GRAB RAIL: additional 6ft with anti-microbial coating**

Additional (6)ft long ceiling mounted stainless steel grab rail with anti-microbial coating.

Locate: CURBSIDE OF CEILING PER DRAWING

KG09I000 0 1 **VERTICAL GRAB RAIL INSTALLATION, 2 FT. ANTI-MICROBIAL**

Install 2' stainless steel grab rail with anti-microbial coating.

Locate: ON ANGLE AT END OF BENCH WALL TO ASSIST WITH ENTRY THROUGH SIDE DOOR

KG09K000 1 1 **PATIENT DOOR GRAB RAILS: angled with anti-microbial coating**

All patient access doors to have heavy duty angled stainless steel grab rails with smooth radius corners and flange mounting and anti-microbial coating.

KG110000 1 1 **FLOOR TRIM**

Trim floor with cove molding at non rolled areas of floor.

KG120000 1 1 **CABINET TRIM**

Trim all vertical and horizontal edges.

KG16B000 1 1 **CEILING MATERIAL, PLATINUM WHITE ALUMINUM COMPOSITE**

The standard module ceiling material shall be platinum white aluminum composite.

KL33B000 0 1 **REAR RADIO SPEAKERS**

Install two rear speakers in patient compartment.
Volume control to be integral to the rear switch panel and controlled by individual up/down momentary switches.

Locate: OVER REAR DOORS

Option	Std	Qty	Header/Description/Data	Proposal Total

KSP00001 0 1 **SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM**

!!! INSTALL (2) 10# ABC FIRE EXTINGUISHERS #10007995 WITH #10007996 VEHICLE MOUNTS AT FINAL INSPECTION. GENERAL LOCATIONS ARE AS FOLLOWS:

BULKHEAD WALL FLUSH WITH FLOOR FAR ENOUGH TOWARD THE STEPWELL SO AS NOT TO INTERFERE WITH THE LINEN CABINET DOORS.

SS REAR COMPARTMENT LEFT HAND WALL JUST ABOVE SHELF TO BE ACCESSIBLE.

L COT MOUNTS AND ACCESSORIES

LG03F200 0 1 **COT MOUNT, INSTALL CUSTOMER-SUPPLIED Power Load**

Install customer/dealer-supplied Stryker Power Load system.

Note: This option complies with GSA change notice 8.

!!! Requires selection of option #CB07E000

LSP00001 0 1 **SPECIAL INSTRUCTIONS, COT MOUNTS & PATIENT HANDLING**

!!! INSTALL FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. PROVIDE POWER FOR TRANSAFE WINCH SYSTEM UNDERNEATH THE ATTENDANT'S SEAT NEXT TO THE HINGED DOOR FOR EASY ACCESS WHEN NEEDED PER PREVIOUS UNITS. ATTACHED CUSTOMER-SUPPLIED CABLE AND LEAVE COILED UNDER THE BASE.

M LIGHTBARS FRONT AND REAR

MAM148F0 1 1 **FRONT LIGHTBARS FOR 96" BODIES**

0 1 **LIGHT BAR: custom front**

mam15y00 Install special front light bar.

Model: WHELEN ULTRA FREEDOM IV, 55" BAR - ALL LEDS WITH CLEAR LENSES.
Configure:

[RED FORWARD CORNER][R/R/W/R |W/W| R/W/R/R] [RED FORWARD CORNER]
[R/R/W/R |W/W| R/W/R/R]
[RED REAR CORNER] [RED REAR CORNER]

Option	Std	Qty	Header/Description/Data	Proposal Total
	0	1	**LIGHT BAR MOUNT: cab roof**	
mam20a00			Mount light bar on cab roof.	
			Model: ***selected above***	

MM ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS

MM01A000	0	1	**WIG WAG HEADLIGHTS:**	
			Install wig wag headlight flasher.	
	0	6	**M4 SERIES LED, RED**	
mm04r000			Whelen M4 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***GRILLE AND INTERSECTION LIGHTS***	
			Location: ***INSTALL (4) IN GRILLE WITH THE LOWER LIGHTS INBOARD TO FORM A 'V' PATTERN.***	
			Lens color: ***CLEAR***	
			!!! INSTALL WITH PLASTIC BEZELS TO DUPLICATE PREVIOUS.	
	0	1	**M7 SERIES LED, AMBER**	
mm07a000			Whelen M7 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***OVER REAR DOORS***	
			Lens color: ***CLEAR***	
	0	2	**M7 SERIES LED, RED**	
mm07r000			Whelen M7 series L.E.D. lights shall be installed in the designated locations.	
			Location: DIRECTLY BELOW REAR KKK LIGHTS TO LINE UP WITH TOP OF WHEEL WELL, SEE DRAWING	
			Lens color: CLEAR	
	0	2	**M7 SERIES LED, RED/AMBER SIDE TO SIDE SPLIT**	
mm07ra00			Whelen M7 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***REAR RISER WITH RED OUTBOARD***	
			Lens color: ***CLEAR***	
			!!! LIGHTS TO ACTIVATE WHEN THE REAR DOORS ARE OPENED WITH THE IGNITION 'ON' ONLY.	

Option	Std	Qty	Header/Description/Data	Proposal Total
	0	2	**M7 SERIES LED, RED/WHITE SIDE TO SIDE SPLIT**	
mm07rw00			Whelen M7 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***OVER REAR WHEELWELLS WITH RED FORWARD***	
			Lens Color: ***CLEAR***	
	0	2	**M9 SERIES LED, AMBER**	
mm09a000			Whelen M9 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***REAR AT WINDOW LEVEL***	
			Lens color: ***CLEAR***	
	0	8	**M9 SERIES LED, RED**	
mm09r000			Whelen M9 series L.E.D. lights shall be installed in the designated locations.	
			Location: ***CURBSIDE***	
			STREETSIDE	
			UPPER CORNERS REAR FACE	
			FRONT FACE	
			Lens color: ***CLEAR***	
MM7A0000	0	1	**M Series control wire**	
			The selected M Series lighting is to feature pattern programmability from the control panel. Include pattern and sync wires in the harness.	
MMSP0010	0	1	**SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS**	
			!!! FLASH PATTERN TO DUPLICATE PREVIOUS VEHICLES.	
			!!! PROGRAM TO ALLOW FLASH PATTERNS TO BE CHANGED VIA WIRING LOCATED IN THE ELECTRICAL CABINET.	
			!!! PROGRAM THE M7 LIGHTS IN THE REAR RISER TO ACTIVATE IN PRIMARY/SECONDARY AND WITH THE REAR DOORS OPEN AND THE IGNITION 'ON'.	
			!!! PROGRAM SO THAT THE ONLY LIGHTS TO SHUT OFF IN SECONDARY ARE THE WHITE LIGHTS IN THE FRONT LIGHTBAR.	
			!!! SEE LIGHT PROGRAMMING INFO ON V DRIVE.	

MN AUDIBLE EMERGENCY WARNING SYSTEMS

Option	*Std*	*Qty*	*Header/Description/Data*	*Proposal Total*

MN09N000 1 1 **AIR HORN: medium duty chassis**

The chassis shall have air horns installed from the chassis manufacturer. The air horns shall use the chassis air system. The air horns can only be activated when the vehicle is in gear.

TRUMPET LOCATE: ***SIDES OF HOOD***
ACTIVATE: ***OEM HORN RING AND BUTTON ON PASSENGER SIDE OF CONSOLE,***
!!! NO PULL LANYARD.
!!! DISCONNET AND REMOVE OEM UNDER BODY FRAME MOUNTED HORN.

MN35B000 0 1 **SIREN: 295SLSC1**

Specified siren to be:
WHELEN WS295SLSC1

MN40A000 1 1 **SIREN INSTALL:**

The siren listed above shall be supplied and mounted as defined.

MN45UL00 1 1 **SPEAKERS, SA3803**

Install SA3803 siren speakers.

MN50A000 1 1 **SPEAKER INSTALL: bumper**

Speaker Selections (Bumper Installed)

O LIGHTS

OL09M000 0 1 **KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR)**

Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.

OL34L000 1 1 **LED EXTERIOR COMPARTMENT LIGHTING**

All exterior compartments will be lighted with LED strip lighting. A vertical strip will be installed inside both sides of each compartment. The lights shall be directed toward the back of the compartment.

Note: ALL STRIPS TO BE FULL LENGTH OF COMPARTMENT.

Option	*Std*	*Qty*	*Header/Description/Data*	*Proposal Total*

OL350000 0 1 **ICC MARKER LIGHTS**
LED ICC marker lights shall be installed.

OM25CW0 0 6 **M9 SERIES LED SCENE LIGHT**
Install Whelen M9 series LED side scene lights.

Locate: (2) PER SIDE
(2) OVER REAR DOORS (INSTALL HIGH ENOUGH TO ALLOW INSTALLATION OF THE REAR DRIPRAIL).

OM30D000 0 1 **TAIL LIGHTS, M6 SERIES**
Whelen M6 series brake/tail, amber arrow turn and backup lights to be installed in the selected location.

Locate: VERTICAL STACK ABOVE RISER PER DRAWING

P ELECTRICAL POWER GROUP

PAL00006 1 1 **INTELLIPLEX i4G:**
Install the Intelliplex i4G electrical system. System is to include a USB port installed under the dash for ease of programming.

PAL01C00 0 1 **INPOWER ELECTRONIC BATTERY SWITCH**
Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off.

Shut down timer interval: 5 minutes

!!! TO INCLUDE WAKE BUTTON.

PAL02200 1 1 **INVERTER INSTALL OPTIONS:**

Option	Std	Qty	Header/Description/Data	Proposal Total
	0	1	**INVERTER: 20-1000TUL interface**	
pal02g00			A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation. ***!!! INCLUDE SWITCH AND INSTALL STATUS PANEL IN THE INHALATION AREA PER DRAWING.***	
PAL04D00	1	1	**CHARGER/POWER SUPPLY: 45 AMP**	
			Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the standard shoreline inlet.	
PAL30A00	2	5	**110V INTERIOR OUTLET**	
			Two 110V interior outlets are provided as standard on all models. The standard locations are in the inhalation area and the wall over the squad bench. List the standard outlet locations and any deviation from the standard, plus any additional outlet locations below: ***LOCATE: INHALATION AREA*** ***LOCATE: CRASH RESTRAINT CABINET AT HEAD 0F BENCH (surface mount)*** ***LOCATE: PASSENGER SIDE OF REAR EXTENSTION OF CONSOLE*** ***LOCATE: WALL OVER BENCH*** ***LOCATE: REARWARD END OF CABINET BELOW INHALATION*** ***!!! SEE DRAWING***	
PAL31C00	3	3	**INTERIOR 12VDC OUTLETS: cigarette lighter type**	
			12 volt outlets to use cigarette lighter style connectors. ***Locate: INHALATION AREA*** ***Locate: CRASH RESTRAINT CABINET AT HEAD 0F BENCH (surface mount)*** ***Locate: PASSENGER'S SIDE OF CONSOLE, FORWARD END 3" UP FROM FLOOR*** ***Configure: "HOT" AT ALL TIMES.***	
PAL38C00	0	2	**SHORELINE: 20 amp eject**	
			Install a 20 amp Kussmaul auto ejection shoreline receptacle. Include a dynamic disconnect. ***Locate: streetside module body*** ***!!! WIRE (1) TO DANHARD UNIT*** ***!!! WIRE (1) TO ALL OTHER 110V REQUIREMENTS INSIDE VEHICLE PLUS BLOCK HEATER.*** ***!!! LABEL SHORE POWER & 110V AC*** ***!!! HAND CUT IN STRIPE TO DUPLICATE PREVIOUS VEHICLES.***	

Option	Std	Qty	Header/Description/Data	Proposal Total

PAL39000 0 1 **WIRE ENGINE BLOCK HEATER:**

Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.

PAL40000 1 1 **EXTRA 12VDC CIRCUIT BREAKER:**

An extra circuit breaker shall be installed.

!!! 15 AMP BREAKER.

PL10A000 1 1 **SWITCH PANEL MOUNT:**

Switch panel to be flush mounted in upper face of console.

PL11A000 0 1 **LIGHT PROGRAMMING: side rear scene**

The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.

PL11B000 0 1 **LIGHT PROGRAMMING: right side scene**

The right side scene lights shall come "on" when the side patient door is opened.

PL11C000 0 1 **LIGHT PROGRAMMING: load light**

The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.

PL11E000 0 1 **LIGHT PROGRAMMING: modular disconnect timer**

The module disconnect shall be wired to automatically shut-down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.

Time out: ***10 min.***
Configure: ***Do not time out if shoreline is plugged in***

PL11F000 1 1 **PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM**

Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.

Option	Std	Qty	Header/Description/Data	Proposal Total

PL11G000 1 1 **LIGHT PROGRAMMING: park brake**

A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.

Configure: wire alarm to activate with red flasher circuit

PL190000 0 1 **REPORT LIGHT:**

A report light shall be located at the action wall to light the counter area

!!! ILOS INSTALL WHELEN PSC0CDCR LED STRIP-LITE. DO NOT INSTALL AT AN ANGLE. MOUNT FLUSH AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.

PL20C000 0 1 **CLOCK: aircraft**

An aircraft style back lighted clock with sweep second hand shall be installed. The clock shall include a hinge for easy access to changing the time or battery.

Locate: OVER REAR DOORS

PL220000 0 1 **STEP WELL LIGHT:**

Install one step well light in the standard location on the bench side of the step well. Light to activate with door open.

!!! RIGHT SIDE OF STEPWELL ILOS. USE TECNIQ LED ILOS.

PL23B000 0 1 **4" CAB CEILING LIGHTS**

One pair of LED lights shall be installed in the cab headliner above the driver and passenger seats. Lights to be Tecniq 4" E06-WS0R-1.

PL24C000 0 3 **ROM DUROLUMEN LED LIGHTS**

Install ROM Durolumen LED lights in the patient area ceiling as noted below.

Locate: IN PATIENT CEILING PER OVERHEAD DRAWING.

Option	Std	Qty	Header/Description/Data	Proposal Total

PL24T000 0 2 **LAMP TIMER: programmable**

Install an electronic momentary touch timer switch where specified.
The switch will enable time limited operation of the below listed lights, with the battery switch in the off position.

Locate: BULKHEAD WALL INSIDE SIDE ACCESS DOOR
CURBSIDE RISER IN PANEL WITH DUMP SWITCH
Light(s) Controlled: DUROLUMENS
SET ELAPSED TIME FOR 5 MINUTES

Note: Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.

PL26D000 0 1 **NORCOLD REFRIGERATOR**

Install a Norcold NR740BB-H 12V refrigerator in the location noted below.

LOCATE: LINEN CABINET BELOW ELECTRONICS.
NOTE: INSTALL BEHIND A PERFORATED D/A FINISHED ALUMINUM DOOR. DOOR TO HAVE WELDED CORNERS. INSTALL TWO CUSTOMER-SUPPLIED LOCKS. NOTE THAT HOLES FOR LOCKS TO BE PREPUNCHED AND LOCATED SO AS TO ALLOW THE ARMS TO REACH TO LATCH. SHIP LOOSE THE TWO KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

!!! INSTALL A DRAIN LINE FOR THE REFRIGERATOR.

!!! INSTALL DEDICATED BATTERY HOT POWER TO REFRIGERATOR INSIDE CABINET WHERE IT IS INSTALLED.

PL27CE00 0 8 **PATIENT CEILING DOME LIGHT LENS: Concept Style**

Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling.

NOTE: LIGHT OVER HEAD OF BENCH AND LIGHT OVER THE ATTENDANT'S SEAT TO BE ON SEPARATE SWITCH

PL27FS00 0 2 **LIGHT PROGRAMMING: cab light control**

The following lights shall be controlled as follows in addition to the standard modes of operation;
A switch on the front control panel can be toggled to turn off the defined lights, should they be on.
The switch can also be toggled to turn on the defined lights, should they be off.

Lights: PATIENT DOME LIGHTS
Lights: LED PATIENT CEILING LIGHTS

Option	*Std*	*Qty*	*Header/Description/Data*	*Proposal Total*

PL29A000 0 1 **SPOT LIGHT: hand held**

Install an Optronics 400,000 CP hand held spotlight with momentary switch in the location noted below.

Locate: INSTALL IN A CARPET COVERED ALUMINUM POCKET ATTACHED TO THE REAR OF THE RADIO CONSOLE. USE 12V PLUG-IN STYLE ILO HARD WIRED.

PSP00001 0 1 **SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING**

!!! DO NOT INSTALL PD BOX IN STREETSIDE INTERMEDIATE COMPARTMENT. PD BOX TO BE LOCATED IN CAB CONSOLE.

Q HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT

QH291000 0 1 **CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT**

The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. Requires vertical mounting of a custom combo unit. Unit will use (1) #10008973, 3-ply filter.

Note: UNIT TO HAVE STANDARD SEATBASE. HEAT/AC WILL STILL BE LOCATED IN THE BOTTOM OF THE LINEN CABINET.

Option	Std	Qty	Header/Description/Data	Proposal Total

QH29I200 0 1 **HEAT/AC SYSTEM-COMPRESSOR & CONDENSOR, NAVISTAR, FACE**

Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the Navistar 4300. Unit is to include 3-ply replaceable carbon filters at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466.

INSTALL AN EXTERNAL CONDENSER ON A (2) WEDGE MOUNTS ON THE FRONT FACE OF THE BODY.

PREVIOUS VEHICLE #13956 HAD THE CONDENSER FANS WIRED THROUGH THE HIGH PRESSURE SWITCH. DO NOT WIRE THESE VEHICLES IN THAT MANNER. WIRE TO DUPLICATE #17263.

ALL HOSES ARE TO HAVE STANDARD 'EASY CLIP' FITTINGS AND ARE TO BE INSTALLED IN PROTECTIVE LOOM.

AC HOSES ARE TO RUN FROM THE LOWER LEFT PORTION OF THE #2 COMPARTMENT, UP AND OVER THE TOP OF THE VERTICAL CABINET BEHIND THE ATTENDANT'S SEAT, TO THE FRONT CONDENSER.

INSTALL AN ACCESS PANEL ON THE FRONT WALL OF THE VEHICLE TO SERVICE FITTINGS.

REDUCE THE USE OF FITTINGS AS MUCH AS POSSIBLE.

INSTALL AN AUXILIARY RECEIVER-DRYER IN THIS SYSTEM.

SYSTEM IS TO INCLUDE A SECOND COMPRESSOR.

!!! LEAVE SOME SLACK IN THE AC LINES. DO NOT PULL TOO TIGHT. ALSO NOTE PRESSURE SWITCH TO RECEIVER/DRYER. SEE JIM HISER WITH QUESTIONS. HE REPAIRED SYSTEMS ON PREVIOUS UNITS.

QH29N000 0 1 **PAINT AUXILIARY CONDENSER, FRONT FACE, TO MATCH BODY:**

Paint the auxiliary condensor mounted on the front face of the body to match the body color. Standard color is white.

QH310000 0 1 **3-PLY PANEL INTAKE FILTER**

Install a 3-Ply Panel air intake filter ILOS. (1) 16.75" x 8.75" #10008973 for attendant seat base or above right front cabinet. (2) 13" x 18" #10009296 over #1 compartment or in bottom of linen cabinet. Filters will be behind stainless steel intake grills.

QL43C000 0 1 **PERKO POWER VENT**

Install a Perko power vent. Use existing ceiling plate and vent to outside of modular body.

Option	Std	Qty	Header/Description/Data	Proposal Total

QL43D000 0 1 **PERKO STATIC VENT**

Install a Perko static vent. Use existing ceiling plate and vent to outside of modular body.

QL455000 0 1 **DANHARD 110V A/C SYSTEM**

Install a Danhard 50-2000 110V heat/AC unit as noted below.

LOCATE: UNDER REAR OF BENCH.

!!! INSTALL A RUBBER FLAP FORWARD OF THE UNIT UNDERNEATH THE VEHICLE TO DEFLECT ROAD DEBRIS.

!!! INSTALL THERMOSTAT IN INHALATION WALL PER DRAWING.

R CAB CONSOLE AND COMMUNICATIONS

RJ01A000 1 1 **ANTENNA COAX 1:**

An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled.

Exterior Termination: FRONT CENTER OF MODULE ROOF
Interior Termination: ATTENDANT SEAT BASE
!!! INSTALL CUSTOMER SUPPLIED CABLE, MOUNT, AND "VHF" ANTENNA

RJ040000 1 1 **RADIO CABLE PULL WIRE**

A standard pull wire for radio installation shall be installed from behind the driver's seat to behind the inhalation panel.

RJ05B000 1 1 **FRONT CONSOLE:**

A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls.

!!! INSTALL CUSTOM CONSOLE PER ATTACHED DRAWING.
!!! REAR PORTION TO BE OPEN WITH NO SLOTS OR DIVIDERS.
!!! INSTALL (2) CUP HOLDERS (RJ05CP00) PER DRAWING AND SEAL BOTTOMS AGAINST LEAKAGE.
!!! INSTALL A .250" ALUMINUM REINFORCEMENT PLATE ON THE INSIDE OF CONSOLE PER DRAWING FOR ATTACHMENT OF LAPTOP MOUNTING BRACKET. THIS IS LOCATED ON THE CURBSIDE FORWARD AREA. INSTALL A CUSTOMER-SUPPLIED COMPUTER BRACKET IN THIS LOCATION.
!!! FABRICATE AND INSTALL A TRAY TO ATTACH TO THE REAR OF THE CONSOLE. THE TRAY IS TO BE PER DWG #113999 (4.25"W). SPRAY WITH BLACK SCORPION TO MATCH CONSOLE.

!!! DUPLICATE OF PREVIOUS VEHICLES.

Option	Std	Qty	Header/Description/Data	Proposal Total

RJ05CP00 0 2 **CUP HOLDERS**

Install two (2) cup holders recessed into the console per drawing.

RJ06A000 0 1 **RADIO HEAD PRE-CUT: front**

Cut out control console for radio head(s).

CUSTOMER SUPPLIED

RJ06B000 0 1 **RADIO HEAD PRE-CUT: rear**

Cut out rear action panel for radio head(s).

CUSTOMER SUPPLIED

RJ070000 0 2 **RADIO CABLE INSTALL: customer supplied**

Customer supplied radio cables will be installed during the vehicle construction. Cables to be tagged and marked at each end to identify their installed location. All cables shipped to Horton must have the vehicle production number clearly marked on the shipping package, and delivered prior to or at time of modular pre-wire.

!!! (1) FROM FRONT CONSOLE TO BELOW THE ATTENDANT'S SEAT.
(1) FROM INHALATION AREA TO BELOW ATTENDANT'S SEAT.

RJ080000 1 3 **RADIO POWER/GROUND:**

Install 6 gauge cable to positive and ground studs for radio power.

!!! INSTALL (1) BATTERY HOT AND (1) BATTERY SWITCHED IN ATTENDANT SEAT BASE.
!!! INSTALL (1)BATTERY SWITCHED POWER AND GROUND INSIDE OF FRONT CONSOLE. LABEL ACCORDINGLY
!!! INSTALL (1)BATTERY POWER AND GROUND INSIDE OF FRONT CONSOLE WIRED HOT AT ALL TIMES. LABEL ACCORDINGLY

RSP00001 0 1 **SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS**

!!! INSTALL (1) CUSTOMER SUPPLIED SPEAKER AND 1-MIC. SPEAKER TO GO ABOVE PASSTHROUGH WINDOW AS HIGH UP AS POSSIBLE.

!!! INSTALL REMAINDER OF RADIO EQUIPMENT UNDER THE ATTENDANT'S SEAT AND PROVIDE VENTED ACCESS DOOR PER PREVIOUS UNITS.

!!! CUSTOMER-SUPPLIED RADIO EQUIPMENT WILL INCLUDE:
(1) MOTOROLA XTL 2500 TRANCEIVER (UNDER ATTENDANT'S SEAT)
(2) MOTOROLA XTL 2500 RADIO HEADS (1 FRONT, 1 REAR)
(1) MOTOROLA EXTERNAL SPEAKER (CAB HEADLINER UP HIGH)
APPLICABLE MOUNTING BRACKETS AND MICS.

Option	*Std*	*Qty*	*Header/Description/Data*	*Proposal Total*

RSP00002 0 1 **SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS**

!!! INSTALL A CUSTOMER-SUPPLIED POWER CABLE AND QUICK CONNECT PLUG TO THE POWER GROUND UNDER THE ATTENDANT SEAT FOR USE WITH TRANSAFE WINCH.

T OXYGEN AND SUCTION

TN002000 1 1 **OXYGEN BOTTLE MOUNT, VERTICAL TRACK FOR QRM-V**

Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the compartment in the right hand corner. The O2 bottle mount is adjustable for "M" or "H" size tanks.

TN01MW00 1 1 **OXYGEN BOTTLE, CYLINDER BRACKET: Zico**

Zico QRM-V oxygen bracket shall be installed.

Locate: standard location
Tank Size: "M" OR 'H'

TN030000 2 2 **OXYGEN OUTLETS, STANDARD**

Two oxygen outlets to be provided as standard and located in the inhalation panel unless relocated per option TN03RL00.

TN03A000 0 1 **OXYGEN OUTLET: additional**

Install additional oxygen outlet(s).

Locate: FORWARD END OF BENCH CABINET

TN04A000 1 1 **ADAPTER TYPE: Ohio Diamond II**

Oxygen outlets to be Ohio Diamond II.

TN050000 1 2 **FLOWMETER:**

Supply dial type flowmeter.

TN060000 1 1 **OXYGEN WRENCH:**

Install oxygen wrench in oxygen compartment. Mount secure so not left hanging. Mount with length of chain or cable so not removable.

Option	Std	Qty	Header/Description/Data	Proposal Total

TN08B100 0 3 **D BOTTLE MOUNT: QR-D-2 SINGLE, STRAPLESS**

Install a Zico QR-D-2 Quic-release strapless d-cylinder oxygen bracket.

Locate: BOTTOM OF CRASH BARRIER. (1) BACK WALL, (1) LEFT WALL TOWARD DOOR, (1) RIGHT WALL TOWARD DOOR.

TN100000 1 1 **VACUUM OUTLET: inhalation wall**

A single vacuum panel shall be installed in the inhalation area. The outlet shall be of the same style as the oxygen system and hooked to the onboard vacuum pump.

TN11A000 0 1 **ASPIRATOR: RS-4X disposable**

Install Rico RS-4X aspirator and plumb to the pump listed below.

TN12C000 0 1 **VACUUM PUMP:**

Install a CFP #107CDC20 12vdc electric suction pump.

U LETTERING

UP010000 0 1 **LETTERING:**

Lettering to be included.

Color: GOLD SCOTCHLITE WITH BLACK OUTLINE/SHADE
Style: HELVETICA
!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates)

!!! ORDER THE COUNTY GRAPHIC FOR EACH SIDE FROM:
GRAPHIC DESIGNS INTERNATIONAL
800-344-6853
CONTACT CHRISTINE WILGUS

UP01CS00 0 1 **LETTERING REQUIRED ON CURBSIDE OF BODY**

Lettering shall be installed on the curbside of the body. This lettering shall meet the requirements listed below.

"ESCAMBIA COUNTY" (NEW ARTWORK)
"EMS" (UPPER PORTION OF SIDE ENTRY DOOR)

!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates)

Option	Std	Qty	Header/Description/Data	Proposal Total

UP01F000 0 1 **LETTERING REQUIRED ON FRONT OF VEHICLE**

Lettering shall be installed on the front of the vehicle. This lettering shall meet the requirements listed below.

"AMBULANCE" (MIRROR IMAGE ON WINDSHIELD

"EMS" SIZED TO FIT, UPPER PASSENGER SIDE

!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates) LOCATED UPPER DRIVER'S SIDE.

UP01R000 0 1 **LETTERING REQUIRED ON REAR OF VEHICLE**

Lettering shall be installed on the rear of the vehicle. This lettering shall meet the requirements listed below.

"DIAL 911" (ON REAR DOORS ABOVE WINDOWS)
"BUCKLE UP" (ON REAR DOORS BELOW WINDOWS)

"KEEP BACK" (BOTTOM OF REAR DOORS BELOW STRIPE)
"300 FEET" (SIZE TO FIT)

"EMS" (UPPER LEFT REAR CORNER OF VEHICLE)

!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates)

!!! NOTE ALL LETTERING ON REAR TO BE INSTALLED OVER THE REFLEXITE CHEVRON MATERIAL.

UP01SS00 0 1 **LETTERING REQUIRED ON STREET SIDE OF BODY**

Lettering shall be installed on the street side of the body. This lettering shall meet the requirements listed below.

"ESCAMBIA COUNTY" (NEW ARTWORK)
EMS" (UPPER PORTION OF FORWARD COMPARTMENT DOOR)

!!! UNIT ID NUMBER ARE '19' & '22' (do not install on plates)

UP03B000 0 58 **4" SHADED SCOTCHLITE LETTERING**

*

***

UP08D000 0 1 **STAR OF LIFE 36: (each)**

Install 36" star of life.

Locate: ROOF

Option	Std	Qty	Header/Description/Data	Proposal Total
UP180000	1	1	**DOOR REFLECTORS** Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.	
Y00	0	1	**PRICE ADJUSTMENT: discount** Price discount, and or consideration. ***MULTIPLE UNITS.***	
Z02	0	1	**Factory Pickup and Transportation** Allowance for vehicle pickup, transportation and drivers fee. ***!!! DELIVERY TO ESCAMBIA COUNTY EMS.***	
Z04	0	1	**Fuel, Tags, Etc.** Allowance for fuel, tags and administrative.	

Total Configured Cost $256,010.00

Authorized Department Signature(s) _____

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13291 **County Administrator's Report 15. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Purchase of Five Vehicles for the Fire Services Division VE 17-18.002 for the Public Safety Department
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board authorize the issuance of Fiscal Year 2017/2018 Purchase Orders, in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Public Safety Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Garber Chevrolet Buick GMC Truck Vendor #070423 Vehicles Fund: 352 LOST Cost Center: 330228 Amount: $113,884	$113,884	VE 17-18.002
B	Hub City Ford Vendor #082128 Vehicles Fund: 352 LOST Cost Center: 330228 Amount: $69,440	$69,440	VE 17-18.002

In accordance with Board Policy Adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative Contracts sanctioned for use by the Escambia County, Florida, Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.002 Public Safety Department Vehicle Purchase was posted beginning October 9, 2017, for a period of 30 days. A quote was obtained by the Office of Purchasing for the purchases based on specifications on VE 17- 18.002. No other quotes were received on this posting.

Funding: Fund 352, LOST, Cost Center 330228, Machinery & Equipment, Object Code 56401

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.002 Public Safety Department Vehicle Purchase was posted beginning October 9, 2017 for a period of 30 days. A quote was obtained by the Office of Purchasing for the purchases based on specifications on VE 17-18.002. No other quotes were received on this posting.

Shown below are the requested 2018 vehicles followed by the justifications for each vehicle.

The following vehicles will be added to support two of the three new Battalion Chief positions approved by the Board of County Commissioners on 4/20/2017.
(2) 2018 Chevy Silverado 2500HD 4WD Double Cab trucks

The following vehicle will be purchased as part of Escambia County Fire Rescues vehicle replacement program.
(1) 2018 Chevrolet Silverado 1500 4WD Double Cab truck.(replacing property #54946)
2006 Ford F-150 property #54946 Mileage 121,100 (assigned to reserve fleet status)

The following vehicles will be purchased to replace vehicles that have been totaled out due to damage.
(1) 2018 Ford Utility vehicle 4WD (replacing property #53939)
2005 Ford Explorer (property #53939 total loss/flood damage)

(1) 2018 Ford F-350 Single Rear Wheel 4WD Regular Cab XL (replacing property #51536)
2002 Ford F-550 4WD truck (property #51536 total loss/accident)

BUDGETARY IMPACT:

Funding: Fund 352, LOST, Cost Center 330228, Machinery & Equipment, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

VE 17-18_002.pdf

Board of County Commissioners • Escambia County, Florida

Paul Nobles,

Purchasing Manager

The Public Safety Department/Fire Rescue of Escambia County, Florida desires to purchase:

Quantity: See Below

Base Description:

Year: 2017 - - 0 Mileage

Model: Fire Services Multiple Vehicles as follows:

Chevrolet Silverado 2500HD 4WD Double Cab (2 ea.)

Chevrolet Silverado 1500HD 4WD Double Cab (1 ea.)

Ford Utility 4WD Truck (1 ea.)

Ford F350 SRW 4WD Regular Cab XL LWB (1 ea.)

Color: White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Posting Date	Monday, October 9, 2017
Due Date for Offers	Wednesday, November 8, 2017
Depart.	Public Safety / Fire Rescue
Fleet Maint.	**Norm Robinson**, Fire Rescue, Battalion Chief

Offers for the sale of vehicles meeting the specifications for VE 17-18.002 as listed will be accepted until **5:00 pm on Wednesday, November 8, 2017.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number <u>VE 17-18.002</u> Fire Services Multiple Vehicles the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502

(2)

Escambia County Fire Rescue

Vehicle Specification Sheet

Hull	Descrition of vehicle		
N/A	Year: New Make: Chevrolet Model: Chevrolet Silverado 2500HD 4WD Double Cab 4WD:	YES√	NO

Code	Exterior color
	Summit White GB 40,351

Code	Interior color
	Dark ash with jet black interior accents (vinyl or cloth seats)

Standard Equipment or Able to be Modified

Codes	Description
	Credit for 6' 6" bed in lieu of 8' bed
	Work truck preffered equipment group
	Engine, DURAMAX 6.6L Turbo Diesel V8
	Transmission, ALLISON 1000 6-speed automatic
	Rear axle, 3.73 ratio
	Wheels, 17" steel includes 17" X 7.5" steel spare wheel
	Tires, LT265/70R17E All-Terrain, blackwall
	Summit white
	Dark ash with Jet Black inetrior accents
	Alternator, 220 AMPS
	Trailering equipment
	Temporary tags & delivery
	Left hand spot lamp, LED
	Heavy Duty 2.5" trailering bar and 2" ball with pin and clip
	Window Tint, all windows

(1)

Escambia County Fire Rescue

Vehicle Specification Sheet

Hull	Descrition of vehicle		
N/A	Year: New Make: Chevrolet Model: Chevrolet Silverado 1500 4WD Double cab 4WD:	YES√	NO

Code	Exterior color
	Summit White $ 31,546

Code	Interior color
	Dark ash with jet black interior accents (vinyl or cloth seats)

Standard Equipment or Able to be Modified

Codes	Description
	Upgrade to 1LS preffered equipment group
	Engine, 5.3L ECOTEC3 V8
	Transmission, 6-speed automatic
	Rear axle, 3.42 ratio
	Summit White
	Seats, Front 40/20/40 split bench, 3-passenger
	Dark ash with jet black interior accents, cloth
	Trailering package, includes trailer hitch, 7-pin and 4-pin connectors
	Differential, Heavy-Duty Locking Rear
	Air Cleaner, high capacity
	Power outlet, 110-Volt AC
	Temporary tag & delivery
	Window Tint, all windows
	Left Hand Spotlight, LED

(1) 2017 State Contract Price ~~$ 25,642.00~~ for Station 2

Escambia County Fire Rescue

Vehicle Specification Sheet

Hull	Descrition of vehicle			
	Year: New	Make: Ford		
N/A	Model: Utlity	4WD:	YES√	NO

Code	Exterior color	
YZ	Oxford White	$ 28,657

Code	Beam
	N/A

Standard Equipment or Able to be Modified

Codes	Description
	3.7L Ti-VCT V6 FFV
942	Daytime running lamps
67U	Ultimate wiring package
595	Remote keyless entry system
51T	Spot lamp, LED bulb, whelen - driver only
66A	Front headlamp lighting solution
66B	Taillamp lighting solution

(1)

Escambia County Fire Rescue

Vehicle Specification Sheet

Hull	Descrition of vehicle		
N/A	Year: New Make: Chevrolet Model: Ford F-350 SRW 4WD Regular Cab XL LWB 4WD:	YES√	NO

Code	Exterior color
	Oxford White $1 37,615

Code	Interior color
	Medium Earth Grey Vinyl

Standard Equipment or Able to be Modified

Codes	Description
	6.7L Power Stroke V8 Turbo Diesel Engine
	Transmission, Torqshift Heavy-Duty 6-Speed Automatic
	220 AMP Alternator
	18" Wheels
	8' Bed LWB
	Spotlamp, Left Hand
	Window Tint, All Windows
	Exterior Backup Alarm
	Rear View Camera - Tailgate
	Skid Plates - Transfer Case and Fuel Tank
	Trailer Brake Controller
	Electronic Shift On The Fly
	Class 3 Receiver with Pintle

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13321 **County Administrator's Report 15. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Florida Department of Transportation (FDOT) Section 5310 Program Grant Application
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Section 5310 Program Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and Federal Transit Administration (FTA) urbanized area funding to be used by Escambia County for the purchase of three Americans with Disabilities Act of 1990 (ADA) vehicles:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, without further action of the Board.

[Funding: Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($16,500). These funds will be included in the Escambia County Area Transit (ECAT) Fiscal Year 2018/2019 Budget]

BACKGROUND:

There are currently 25 vehicles in the fleet available to Escambia County Community Transportation (ECCT). This application is to replace 3 vehicles that will be past their useful life in 2019. Award of the grant funds is not expected until late 2018, which would mean vehicle delivery in mid 2019; therefore, the 10% match will be reflected in the 2018/2019 Budget.

Program of Projects	Amount

3 - ADA Compliant Mini Vans	$165,000
Total Budget	$165,000

Upon approval by the Board of County Commissioners, this proposed Program of Projects, including any Amendments, becomes the final Program of Projects.

The particular vehicles will be chosen from the State contract and will be similar to the current fleet vehicles. FTA funds cannot be used if/when a local preference purchasing policy is utilized.

BUDGETARY IMPACT:

Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($16,500). These funds will be included in the Escambia County Area Transit (ECAT) Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, Clerk's Office staff will need to certify two copies of the Resolution for ECAT. Funds are accessed upon grant award, acceptance of award, and all approvals. ECAT personnel will continue to coordinate with FDOT staff to complete all implementation requirements.

Attachments

Fleet List

Resolution

Escambia County Community Transportation Fleet List

MFG YR	MAKE	Model	VIN. #	Mileage	Pass Cap	Fleet #	2015	2017	Notes	
2014	Chevy	350	1GAZGZFA1E1210656	109620	15	209				1
2014	Chevy	350	1GAZGZFA9E1213093	110751	15	210				2
2014	Dodge	Caravan	2C7WDGCGXER478247	85020	5	211				3
2014	Dodge	Caravan	2C7WDGCGXER478246	93823	5	212				4
2011	Chevrolet	4500	1GB6G5BG3B1110765	230,065	11	838	$ 85,000.00		Scheduled to be replaced by 2016 5310 funds previously approved	5
2011	Chevrolet	4500	1GB6G5BG7B1110574	288,961	11	839	$ 85,000.00		Scheduled to be replaced by 2016 5310 funds previously approved	6
2011	Chevrolet	4500	1GB6G5BG0B1110352	267,793	11	840	$ 85,000.00		Scheduled to be replaced by 2016 5310 funds previously approved	7
2014	Chevy	4500	1GB3G2CG9E1208624	100,067	11	1435				8
2014	Chevy	4500	1GB3G2CGOE1208219	102,615	11	1436		$ 55,000.00	Based on current mileage - expected to reach useful life by 2019	9
2014	Chevy	4500	1GB3G2CG1E1208049	94,507	11	1437				10
2014	Chevy	4500	1GB3G2CG7E1207651	98,550	11	1438				11
2014	Chevy	4500	1GB3G2CG7E1208637	83,280	11	1439				12
2014	Chevy	4500	1GB3G2CG6E1209245	103,150	11	1440		$ 55,000.00	Based on current mileage - expected to reach useful life by 2019	13
2014	Chevy	4500	1GB3G2CG1E1208679	101,806	11	1441				14
2014	Chevy	4500	1GB3G2CG0E1207975	97,662	11	1442				15
2014	Chevy	4500	1GB3G2CG4E1207722	94,898	11	1443				16
2014	Chevy	4500	1GB3G2CG0E1209404	84,064	11	1445				17
2014	Chevy	4500	1GB3G2CG3E1209557	107,021	11	1446		$ 55,000.00	Based on current mileage - expected to reach useful life by 2019	18
2014	Chevy	4500	1GB3G2CG5E1209611	83,522	11	1447				19
2015	Chevy	4500	1GB3G2CG6F1133009	62,073	11	1548				20
2015	Chevy	4500	1GB3G2CG4F1134305	60,989	11	1549				21
2015	Chevy	4500	1GB3G2CG6F1133897	90,783	11	1551				22
2016	Chevy	4500	1GB6GUBG3G1279427	49,754	15	1652				23
2016	Chevy	4500	1GB6GUBG6G1279776	48,809	15	1653				24
2016	Chevy	4500	1GB6GUBG1G1281113	47,456	15	1654				25

FTA Useful Life for Paratransit Vehicles is 5 years or 200,000 Miles

RESOLUTION R2017-___

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, Escambia County has the authority to sign and submit a Section 5310 Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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 this resolution applies to Federal Programs under USC Section 5310.

Section 3. That Escambia County hereby approves the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation.

Section 4. That the Chairman hereby authorizes the Mass Transit Department Director to file the grant application and all other required documents pertaining to the acceptance and expenditure of this grant award.

Section 5. That the Chairman is hereby authorized to sign this Resolution and all other necessary documents pertaining to the application, acceptance, and expenditure of the grant award, and expend grant funds pursuant to the award.

Section 6. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/6/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13322 **County Administrator's Report 15. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Florida Department of Transportation (FDOT) Section 5311 Program Grant Application
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Section 5311 Program Grant Application - Mike Crittenden, Mass Transit Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 funding (Federal Transit Administration [FTA] non-urbanized funding), to be used by Escambia County Mass Transit Department, for fixed route and paratransit transportation to and from the Non-Urbanized area.

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, without further action of the Board.

[Funding: Section 5311 funding requires a 50% match for operating costs for rural areas. These funds will be included in the ECAT Fiscal Year 2018/2019 Budget]

BACKGROUND:

The Section 5311 Non-Urbanized Area Formula Grant Program provides federal operating or capital assistance to eligible recipients who operate / contract public transportation service in non-urbanized areas. Eligible recipients may receive annual Section 5311 allocations to offset operational expenses of public transportation service operated / contracted in non-urbanized areas. Grant recipients must either be a Community Transportation Coordinator (CTC), or an otherwise-eligible recipient who maintains a written Coordination Agreement with the CTC. Additionally, grant recipients must have the requisite fiscal and managerial capability to carry out the Project and the legal authority to receive federal and state funds. Escambia County is the eligible local recipient of FDOT funding.

BUDGETARY IMPACT:

Section 5311 funding requires a 50% match for operating costs for rural areas. The other 50% is a reimbursement. These funds will be included in the ECAT Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, Clerk's Office staff will need to certify two copies of the Resolution for ECAT. Funds are accessed upon grant award, acceptance of award, and all approvals. ECAT personnel will continue to coordinate with FDOT staff to complete all implementation requirements.

Attachments

Resolution

RESOLUTION R2017-___

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, Escambia County has the authority to sign and submit a Section 5311 Non-Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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 this resolution applies to Federal Programs under USC Section 5311.

Section 3. That Escambia County hereby approves the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation.

Section 4. That the Chairman hereby authorizes the Mass Transit Department Director to file the grant application and all other required documents pertaining to the acceptance and expenditure of this grant award.

Section 5. That the Chairman is hereby authorized to sign this Resolution and all other necessary documents pertaining to the application, acceptance, and expenditure of the grant award, and expend grant funds pursuant to the award.

Section 6. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title:

Date: 12/4/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13264 **County Administrator's Report 15. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Change Order #1 to Purchase Order 180701 to American Facility Services, Inc
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #1, in Excess of $50,000 to American Facility Services, Inc. - Robert E. Dye, Facilities Management Interim Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, in excess of $50,000, adding funds to Purchase Order 180701, issued to American Facility Services, Inc:

Department:	Facilities Management
Division:	Custodial
Type:	Addition
Amount:	$163,750
Vendor:	American Facility Services, Inc.
Purchase Order:	180701
Change Order:	1
Original Award Amount:	$107,500
Cumulative Amount of Change Orders Through This Change Order:	$163,750
New Purchase Order Total:	$271,250

[Funding Source: Fund 001, General Fund, Cost Center 310202, Object Code 53401 and Fund 501, Internal Service, Cost Center 150112, Object Code 53401]

BACKGROUND:

The Custodial Services Contract will be going out for re-bid in order to add services for ECAT. While these services are being re-bid the Custodial Services Contract PD 10-11.049 has been extended. This Change Order will provide funds for an additional three months of services allowing a new contract to be awarded and a Notice to Proceed to be issued.

BUDGETARY IMPACT:

[Funding Source: Fund 001, General Fund, Cost Center 310202, Object Code 53401 and Fund 501, Internal Service, Cost Center 150112, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of $50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Facilities Management Department will generate a Change Order.

Attachments

$50,000 and over BCC Approval

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the Elevator Maintenance/Services for Various County Facilities Contract, PD 12-13.056 (Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; and Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601):

   A. Approve the second and final 12-month contract extension, effective October 13, 2017, [with] Panhandle Elevators (d/b/a Panhandle Humbaugh Elevators); and

   B. Authorize the Chairman to sign all related documents.

   Approved 4-0, with Commissioner May absent

3. Recommendation: That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual purchase orders in excess of $50,000, based upon previously-awarded contracts, contractual agreements or annual requirements for the Facilities Management Department, as follows:

Vendor/Contractor	Amount	Contract Number
American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Buildings Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $105,500 Fund: 501 (Internal Service) Cost Center: 150112 (Employee Health Clinic/Custodial) Amount: $2,000	$107,500	PD 10-11.049

Approved 4-0, with Commissioner May absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13303 **County Administrator's Report 15. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc.
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc. - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action regarding the Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc.:

A. Approve the Second Renewal of Lease Agreement between Escambia County and Community Action Program Committee, Inc., for property located at 292 Muscogee Road, Pensacola, Florida, for an additional two-year term, commencing on February 1, 2018; and

B. Authorize the Chairman to sign the Second Renewal of Lease Agreement.

[Funding: Lessee shall pay the County rent in the amount of $1 per year for the renewal term]

BACKGROUND:

On January 17, 2013 the Board approved a Lease Agreement with Community Action Program Committee, Inc. for the property located at 292 Muscogee Road, Pensacola, Florida. On January 7, 2016 the Board approved the First Renewal of Lease Agreement. Community Action Program Committee, Inc. requested to renew the lease for a second and final two (2) year term. Community Action Program Committee Inc., is a non-profit corporation that provides assistance to low-income individuals in Escambia County to achieve self-sufficiency.

BUDGETARY IMPACT:

Community Action Program Committee, Inc. will pay rent of One Dollar ($1.00) per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Renewal of Lease was prepared by the County Attorney's Office and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for lease agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

2nd Renewal of Lease
CAPC Request to Extend
1st Renewal of Lease
Lease Agreement

SECOND RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
COMMUNITY ACTION PROGRAM COMMITTEE, INC.

This Second Renewal of Lease (Second Renewal) is made and entered this 1st day of February 2018 by and between Escambia County, a political subdivision of the State of Florida (County) and Community Action Program Committee, Inc., a Florida non-profit corporation (CAPC).

WITNESSETH

WHEREAS, the County and CAPC entered that certain Lease dated January 17, 2013, for real property located at 292 Muscogee Road, Pensacola, Florida; and

WHEREAS, the County and CAPC entered into the First Renewal of Lease Agreement on February 1, 2016, for an additional two year term; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for an additional two (2) year term, provided that CAPC delivers to the County written notice of its intent to renew at least thirty (30) days prior to expiration of the current term; and

WHEREAS, CAPC has timely requested to renew the term of the Lease for the final two (2) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The term of the Lease shall be renewed for an additional two (2) years commencing on February 1, 2018 and ending on January 31, 2020.
3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and CAPC have caused this Second Renewal to be executed on the day and year first written above.

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

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Assist. County Atty.
Date: Nov. 29, 2017

Community Action Program Committee, Inc.

Witness Al Henderson

Print Name Al Henderson

Witness David Powell

Print Name David Powell

Douglas B. Brown, Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2017, by Douglas B. Brown, as Executive Director of Community Action Program Committee, Inc., a Florida non-profit corporation, on behalf of the corporation. He (✓) is personally known to me, or ( ) has produced _____ as identification and who did / did not did take an oath.

DEBORAH J. NAGLE
Notary Public - State of Florida
My Comm. Expires Nov 17, 2018
Commission # FF 154901
Bonded through National Notary Assn.

NOTARY PUBLIC
Print Name: Deborah J. Nagle
Commission Number: FF 154901
My commission expires: Nov. 17, 2018

(NOTARY SEAL)

Helping People. Changing Lives.
community Action
PROGRAM COMMITTEE, INC.

Community Action Program Committee, Inc.
1380 N Palafox St
Pensacola, FL 32501

November 13, 2017

Mrs. Karen Myers
Director's Aide
Escambia County Facilities Management Department
100 E Blount St
Pensacola, FL 32501

Dear Mrs. Myers

This letter is being submitted as a request to extend the 2 year lease agreement for the county property located at 292 Muscogee Rd, Cantonment, FL 32533 for use by the Community Action Program Committee, Inc. The current lease agreement is scheduled to expire on January 31, 2018.

Thank you,

Douglas Brown
Executive Director
Community Action Program Committee, Inc.
1380 N Palafox St
Pensacola, FL 32501
850.438.4021

FIRST RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
COMMUNITY ACTION PROGRAM COMMITTEE, INC.

This First Renewal of Lease (First Renewal) is made and entered this 1st day of February 2016 by and between Escambia County, a political subdivision of the State of Florida (County) and Community Action Program Committee, Inc., a Florida non-profit corporation (CAPC).

WITNESSETH

WHEREAS, the County and CAPC entered that certain Lease dated January 17, 2013, for real property located at 292 Muscogee Road, Pensacola, Florida; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for two additional two (2) year terms, provided that CAPC delivers to the County written notice of its intent to renew at least thirty (30) days prior to expiration of the current term; and

WHEREAS, CAPC has timely requested to renew the term of the Lease for an additional two (2) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The term of the Lease shall be renewed for an additional two (2) years commencing on February 1, 2016 and ending on January 31, 2018.
3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and CAPC have caused this First Renewal to be executed on the day and year first written above.

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

Grover C. Robinson, IV, Chairman
Date Executed 1/7/2016

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Chief Asst. County Attorney
Date: Dec. 9, 2015

BCC Approved 01-07-2016

Community Action Program Committee, Inc.

Witness Janet Saunders

Print Name Janet Saunders

Witness David Powell

Print Name DAVID POWELL

Douglas B. Brown, Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of December, 2015, by Douglas B. Brown, as Executive Director of Community Action Program Committee, Inc., a Florida non-profit corporation, on behalf of the corporation. He (✓) is personally known to me, or ( ) has produced _____ as identification and who did / did not did take an oath.

NOTARY PUBLIC
Print Name: Jacquelyn Lyons
Commission Number: 107869
My commission expires: March 31, 2018

(NOTARY SEAL)

JACQUELYN L. LYONS
MY COMMISSION # FF 107869
EXPIRES: March 31, 2018
Bonded Thru Notary Public Underwriters

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
COMMUNITY ACTION PROGRAM COMMITTEE, INC.

THIS LEASE AGREEMENT is made and entered into this 17th day of January, 2013 by and between Community Action Program Committee, Inc., a Florida non-profit corporation ("CAPC") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 292 Muscogee Road, Escambia County, Florida; and

WHEREAS, Community Action Program Committee, Inc. (CAPC) is a non-profit corporation that assists low-income individuals in Escambia County to achieve self-sufficiency; and

WHEREAS, CAPC has requested that the County lease the Property to CAPC for use as an administrative office for its assistance program for low-income individuals; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to CAPC under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

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

2. Property Leased. The County leases to CAPC property located at 292 Muscogee Road, Pensacola, Florida, more particularly described in the attached Exhibit A ("Property").

3. Term. The initial term of the Lease shall be for three (3) years, commencing on February 1, 2013 (Effective Date). This Lease may be renewed by CAPC for two additional two (2) year terms, provided that CAPC shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.

4. Rent. CAPC shall pay to the County as rent the sum of One Dollar ($1.00) per year.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless CAPC first obtains written authorization from the County. CAPC shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by CAPC may be disposed of by the County in any manner the County deems appropriate.

6. Maintenance and Utilities. CAPC shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. CAPC shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet, and cable television.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of CAPC, its officers, employees, agents, and invitees.

8. Inspection. CAPC shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. CAPC accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. CAPC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by CAPC.

10. Insurance. CAPC shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the Lease, CAPC shall procure and maintain general liability insurance with $1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. CAPC shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of

Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

CAPC agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of CAPC must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

11. Use of Premises. CAPC shall use the Property solely as an administrative office for its assistance program for low-income individuals and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, CAPC shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and CAPC under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

With a copy of notices and
correspondence to:

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

CAPC:

Douglas B. Brown, Executive Director
Community Action Program Committee, Inc.
1380 N. Palafox Street
Pensacola, Florida 32501

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with CAPC's use of the Property.

15. Compliance with Laws. CAPC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and CAPC after the date of this Lease. CAPC 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 this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or CAPC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

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

20. Taxes. CAPC shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and CAPC have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Gene M. Valentino, Chairman

BCC Approved 1-17-2013

COMMUNITY ACTION PROGRAM COMMITTEE, INC.

Witness
Print Name

Witness
Print Name Tanya L. Clapp

By: Douglas B. Brown, Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Douglas B. Brown as Executive Director of Community Action Program Committee, Inc., a Florida non-profit corporation, on behalf of the corporation. He ( ) is personally known to me, or (✓) has produced current FL DL B160160261270 as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal) KAREN E MYERS
Notary Public - State of Florida
My Comm. Expires Nov 19, 2014
Commission # EE 41735
Bonded Through National Notary Assn.

This document approved as to form and legal sufficiency.

By

Title Asst. County Attorney

Date Jan. 10, 2013

EXHIBIT A

Escambia County Property Appraiser
111N314000006004 - Full Legal Description

W 75 FT OF N 150 FT OF LT 4 S/D S OF MUSCOGEE RD (ST RD NO 164) PLAT DB 106 P 594 OR 320 P 554 OR 403 P 636

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13335 **County Administrator's Report 15. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Fire Department Property, Vehicle, Accident & Health and Statutory Death Insurance
From: Norm Robinson, Battalion Chief
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fire Department Property, Vehicle, Accident & Health, and Statutory Death Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to the County's General Lines Agent, USI Insurance Services, LLC, in the amount of $253,199, to provide commercial property insurance through VFIS, a division of Glatfelter Insurance Group, for the Fire Department property, vehicles, and equipment for the period of January 1, 2018, through December 31, 2018. The Statutory Death and Accident and Health Policies renew separately with individual premiums under $50,000.

[Funding: Fund 143, Fire MSBU Fund, Cost Center 330206, Object Code 54501]

BACKGROUND:

The Fire Department's commercial property policy provides coverage for their Buildings, Business personal property, vehicles, and equipment on a replacement cost basis with a low deductible unavailable on the County's commercial property policy. The policy is negotiated by the County's General Lines Agent, USI Insurance Services, LLC, and issued through VFIS, a division of Glatfelter Insurance Group. The renewal premium estimate was $253,199 plus Service Charge (1.5% of the premium) for a total renewal premium of $253,199.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire MSBU Fund, Cost Center 330206, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

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.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13173 **County Administrator's Report 15. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Mosquito Control FY 2017-2018 State Financial Assistance Recipient Agreement (FDACS #024778)
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement for Mosquito Control - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, for the Mosquito Control Division:

A. Approve the FY 2017-2018 State Financial Assistance Recipient Agreement (FDACS Contract #024778) for Mosquito Control, in the amount of $31,540; and

B. Authorize the Chairman to sign the Agreement.

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

BACKGROUND:

Florida Statutes, Chapter 388, and Florida Administration Code, Chapter 5E-13, authorizes the Florida Department of Agriculture and Consumer Services to regulate and administer mosquito control throughout the State of Florida. Compliance with the annual State Financial Assistance Recipient Agreement provides for Grant Funding to be distributed to the Escambia County Mosquito Control Division.

BUDGETARY IMPACT:

Fund 106, Mosquito and Anthropod Control, Cost Center 220703, M&A State One Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The State Financial Assistance Recipient Agreement was reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8. This recommendation is consistent with the Board's goals and objectives for capitalizing on alternative revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

The Mosquito Control Division management will ensure that Escambia County complies with the annual State Financial Assistance Recipient Agreement and performs all required activities.

Attachments

FDACS 024778 MosquitoControl FY 2017-2018

ADAM H. PUTNAM
COMMISSIONER

FDACS CONTRACT #

Florida Department of Agriculture and Consumer Services
Division of Administration 024778

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT, made and entered into this____day of_____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Escambia County, the RECIPIENT.

CONTRACT PERIOD: October 1, 2017 to September 30, 2018

SCOPE OF WORK: The RECIPIENT agrees to provide the following services:
Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

DELIVERABLES: The RECIPIENT must provide the following quantifiable, measureable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

A. Submit two copies of the RECIPIENT'S operational work plan on form "Operational Work Plan for Mosquito Control" (FDACS-13666, Rev. 07/13) and detailed work plan on form "Detailed Work Plan Budget - Arthropod Control" (FDACS-13623, Rev. 07/13) shall be submitted to the DEPARTMENT no later than July 15, 2018 as part of the application/re-application process for state aid for fiscal year 2018-2019. Any state or local funds budgeted for the control of mosquitoes in a previous fiscal year shall be estimated and re-budgeted for such control measures the following fiscal year on the RECIPIENT'S detailed work plan budget.
B. Submit two copies of the RECIPIENT'S certified budget on the form "Annual Certified Budget for Arthropod Control" (FDACS-13617, Rev. 07/13) shall be submitted to the DEPARTMENT no later than September 30,2017. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on the form "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 07/13) must be submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in non-budgeted accounts.

C. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

D. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for all state funds that are expended and reported on the form "Mosquito Control Monthly Report" for State Funds (FDACS-13650, Rev. 07/13).

E. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for required 25% matching local funds as detailed in Rule Chapter 5E-13.030, Florida Administrative Code that are expended and reported on the form "Mosquito Control Monthly Report" for Local funds (FDACS-13663, Rev. 07/13).

G. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month.

H. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of the State of Florida to be necessary.

I. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

J. This Agreement shall be executed and returned to the DEPARTMENT no later than October 1, 2017.

Intellectual property is subject to the following provisions:

A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise

restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.

B. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

C. In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

D. The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services: N/A

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

The DEPARTMENT will pay the RECIPIENT as follows:
An amount not to exceed $31,540.00 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in section 112.061, Florida Statutes, governing payments by the state for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services,

unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Transaction Fee: RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a RECIPIENT due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for 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 Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 30 days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the RECIPIENT to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

A. Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT.

B. Disallow all or part of the cost of the services not in compliance.

C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM

The RECIPIENT must:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract terms and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records

required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contactor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon requires from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT. Contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3) (a) and (c), Florida Statutes, may not be renewed.

It is mutually understood and agreed:

A. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.

B. Payments made under this contract are subject to the approval of the State Chief Financial Officer (Department of Financial Services).

Subject to the requirements of section 216.347, Florida Statutes, a state agency, a water management district or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or

organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch or a state agency.

There are uniform state audit requirements for state financial assistance provided by state agencies to nonstate entities to carry out state projects in accordance with and subject to requirements of section 215.97, Florida Statutes, which may be applicable to and binding upon RECIPIENT. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

A. In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such RECIPIENT, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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 this department resource, 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.

B. Audits conducted pursuant to section 215.97, Florida Statutes, shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. Regardless of the amount of the state financial assistance, the provisions of section 215.97, Florida Statutes, do not exempt a nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

D. If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If the nonstate entity does not meet the threshold requiring the state single audit, such nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision 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).

E. Each state awarding agency shall:

(1) Provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of section 215.97, Florida Statutes.

(2) Require the RECIPIENT, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of section 215.97, Florida Statutes. The RECIPIENT is required to maintain 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, access to such records upon request.

(3) Notify the RECIPIENT that section 215.97, Florida Statutes, does not limit the authority of the state awarding agency 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.

(4) Be provided by RECIPIENT one copy of each financial reporting package prepared in accordance with the

requirements of section 215.97, Florida Statutes. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of section 215.97, Florida Statutes. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

(a) The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

G. The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

H. The RECIPIENT shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

I. The RECIPIENT agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.

J. The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

K. Any funds paid in excess of the amount to which the RECIPIENT is entitled under this Agreement must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 223 Morrison

Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

The RECIPIENT is informed that 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.

The RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The RECIPIENT is informed that the employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The RECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

The RECIPIENT will comply with section 20.055, Florida Statutes.

Any changes to the AGREEMENT require the written approval of each party's authorized official.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any division or bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

Special Conditions: See attachment N/A

The Contract Manager for the DEPARTMENT is Misty White, Agricultural Environmental Services, Office of the Director, Contract Section, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399.

The Contract Manager for the RECIPIENT is Matthew Mello, Escambia County for Escambia County Mosquito Control and is located at 611 Highway 297A, Cantonment, Florida 32533.

State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, CSFA: 42.003, $31,540.00.

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Signature

Director of Administration
Title

11/27/17
Date

RECIPIENT

Signature

Title

Date

RECIPIENT
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Signature

Jeff Bergosh, Chairman
Title

Date

Approved as to form and legal sufficiency.
By/Title:
Date: 11/9/17

PAM CHILDERS
ATTEST: Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13317 **County Administrator's Report 15. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Issuance of Purchase Orders in Excess of $50,000 for the Department of Natural Resources Management for Fiscal Year 2017/2018
From: Chips Kirschenfeld, Division Manager
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000, for the Department of Natural Resources Management for Fiscal Year 2017/2018 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the issuance of cumulative Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Department of Natural Resources Management for Fiscal Year 2017/2018, as follows:

Vendor	Amount	Contract Number
Blue Arbor, Inc.	$140,000	PD 14-15.041
Vendor Number: 023818		
Temporary Labor Services		
Funding: Multiple Funds/Cost Centers as Listed Below		

[Funding Source: Fund 001, General Fund, Cost Centers 220100, 220701, 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334, 221018; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects, Cost Centers 221011, 221021, 221023, 221026 and 221028; Fund 118, Gulf Coast Restoration Fund, Cost Centers 222003, 222004, 222030 and 222040]

BACKGROUND:

The Department of Natural Resources Management has purchase orders that over the course of a fiscal year may exceed $50,000. The issuance of these purchase orders is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

BUDGETARY IMPACT:

[Funding Source: Fund 001, General Fund, Cost Centers 220100, 220701, 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334, 221018; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects, Cost Centers 221011, 221021, 221023, 221026 and 221028; Fund 118, Gulf Coast Restoration Fund, Cost Centers 222003, 222004, 222030 and 222040]

LEGAL CONSIDERATIONS/SIGN-OFF:

None associated with this recommendation.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy, via Escambia County Code of Ordinances Chapter 46 Article II, Section 46-64, requires Board approval of contracts and/or awards in the amount of $50,000 or greater.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with the Office of Purchasing on the issuance of these purchase orders.

Attachments

Blue Arbor BCC Approval

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board award Contract PD 14-15.041, "Temporary Labor Services," to Blue Arbor, Inc., and approve the Agreement for Temporary Services PD 14-15.041 between Escambia County and Blue Arbor, Inc., for the estimated annual amount of $864,000, for a term of 12 months, with the option for two 12-month extensions, for a maximum term of 36 months, and authorizing Purchase Orders, in excess of $50,000, per the terms of the Agreement; the Agreement, PD 14-15.041, for Temporary Labor Services, is intended for use by all County Departments on an as-needed basis, and the funding and Department information is provided by Fund and Cost Center for estimated expenditures based on multiple Purchase Orders issued throughout the Fiscal Year (Funding: Fund 406, Building Inspection Fund, Building Inspections Cost Center 250111, Object Code 53401; Fund 352, Local Option Sales Tax [LOST] III, Community Services Cost Center 320101, Object Code 53401; Fund 001, General Fund, Community and Environment Cost Center 221001, Object Code 53401; Fund 001, General Fund, County Attorney Cost Center 110601, Object Code 53101; Fund 001, General Fund, Facilities Management Maintenance Cost Center 310203, Object Code 53401; Fund 001, General Fund, Facilities Management Custodial Cost Center 310202, Object Code 53401; Fund 001, General Fund, Information Resources Cost Center 270109, Object Code 53401; Fund 113, Library Fund, Library Cost Center 110501, Object Code 53401; Fund 352, LOST III, Parks and Recreation Cost Center 350229, Object Code 53401; Fund 408, Emergency Services Fund, Public Safety Cost Center 330603, Object Code 53401; Fund 352, LOST III, Engineering Cost Center 210107, Object Code 56301; Fund 175, Transportation Trust Fund, Traffic Cost Center 211201; Fund 116, Development Review Fund, Development Services Cost Center 211902, Object Code 53401; Fund 112, Engineering Cost Centers 330491-330496, Object Code 53401; Fund 001, General Fund, Community & Environment Cost Center 221001, Object Code 53401; Fund 110, Other Grants and Projects Fund, Community & Environment Cost Center 221011, Object Code 53401; Fund 108, Tourist Promotion, Community & Environment Cost Center 220805, Object Code 53401; Fund 102, Economic Development, Non-Departmental Cost Center 360704, Object Code 53401; and Fund 101, Escambia County Restricted, Community & Environment Cost Center 221018, Object Code 53401).

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13216 **County Administrator's Report 15. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Supplemental Budget Amendment #008 - FDEP Beach Haven - Joint Stormwater & Wastewater Improvement Project Phase II
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #008 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #008, Gulf Coast Restoration Fund (118), in the amount of $5,610,003, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP), Agreement Number RES04, under the Gulf Coast Ecosystem Restoration Council (RESTORE Council) for the Beach Haven-Joint Stormwater and Wastewater Improvement Project, Phase II. This project will provide funding for pre- and post-construction monitoring plans, pre- and post-construction monitoring, construction of stormwater collection and treatment facilities, and construction of sanitary sewer infrastructure for an approximately 175-acre, primary, single-family residential neighborhood of Beach Haven.

BACKGROUND:

Escambia County has been awarded funds from the Florida Department of Environmental Protection (FDEP) for the second phase of a multi-phase stormwater and wastewater improvement project in Escambia County's Beach Haven neighborhood. This project will provide funding for pre- and post-construction monitoring plans, pre- and post-construction monitoring, construction of stormwater collection and treatment facilities, and construction of sanitary sewer infrastructure for an approximately 175 acre primary single family residential neighborhood of Beach Haven. There is not a required match for this grant. However, it is understood that the county provide additional funds necessary for the completion of the project. Public Works has a planned allocation of $3.5M in the 2018/2019 LOST IV allocation which is to be finalized and approved by the BCC at a later date. ECUA has contributed $199,886 towards the design of this phase thru an Interlocal cost sharing agreement in which FDEP has recognized. Capital in the amount of $21,000 will be used to purchase a multiparameter data sonde, a quanti-tray sealer, and a refrigerated automatic sampler.

BUDGETARY IMPACT:

This amendment will increase Fund 118 by $5,610,003.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

$30,000 will be budgeted to fund the salaries of existing County employees to perform pre- and post construction water quality monitoring associated with the project. There are no new employees associated with this grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 008

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received a grant from Florida Department of Environmental Protection (FDEP) under the Gulf Coast Ecosystem Restoration Council (RESTORE Council) for the Beach Haven - Joint Stormwater and Wastewater Improvement Project Phase II, and these funds must be recoginzed 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, 2018:

Gulf Coast Restoration Fund	118		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
FDEP#RES04 BchHaven II	118	331350 (new)	5,610,003
Total			**5,610,003**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Salaries	118/222007 (new)	51201	30,000
Other Contractual Services	118/222007 (new)	53401	18,000
Operating Supplies	118/222007 (new)	55201	12,000
Improvments other than Buildings	118/222007 (new)	56301	5,529,003
Machinery & Equipment	118/222007 (new)	56401	21,000
Total			**5,610,003**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall DN: cn=Stephan Hall, o=MBS, ou=OMB, email=sdhall@myescambia.com, c=US Date: 2017.11.28 16:16:20 -06'00'

OMB Approved

Supplemental Budget Amendment # 008

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13320 **County Administrator's Report 15. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: SBA #022 - Sherriff's Off-Duty Officer, Auto Repair, Misc. Fees
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #022 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #022, General Fund (001), in the amount of $28,254, to recognize the Sheriff's off-duty officer and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:

The Sheriff Department has received off-duty officer and miscellaneous reimbursements/fees associated with providing law enforcement in Escambia County totally $28,254 funds will be placed back into the Sheriff's General Fund Budget to offset programmatic costs.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by $28,254.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#022

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance, and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budgets accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	001	369939	$2,745
Investigative Costs	001	341525	682
Reimbursements	001	369401	24,827
Total			**$28,254**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expenses	001/540101	59703	$28,254
Total			**$28,254**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=MBS, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.11.30 16:44:41 -06'00'

OMB Approved

Supplemental Budget Amendment
#022

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13332 **County Administrator's Report 15. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: SBA #023 - Insurance Advance for MC Blanchard Building Water Damage Claim
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #023 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #023, Internal Service Fund (501), in the amount of $516,000, to recognize the receipt of an insurance advance from AmWins Allianz Nephila, for the water damage claim of the M.C. Blanchard Building, sustained on November 29, 2016.

BACKGROUND:

Escambia County has received an insurance advance from AmWins Allianz Nephila in the amount of $516,000 for the water damage claim for the MC Blanchard Building. The damage to the building was sustained on November 29, 2016 and this is the insurance advance which will be placed into the Internal Service Fund (501) in Cost Center 140836 (Buildings) and account 54601 (Repairs & Maintenance) to offset repair costs of the building repairs.

BUDGETARY IMPACT:

This amendment will increase Fund 501 by $516,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decrease in the revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #023

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received an insurance advance for the claim filed on the MC Blanchard Building due to water damage sustained on November 29, 2016.
These funds must now be recognized and appropriated into Fund 501 (Internal Service Fund) Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Internal Services Fund	501
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Insurance Reimbursement	501	369008	$516,000
Total			**$516,000**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repairs & Maintenance	501 / 140836	54601	$516,000
Total			**$516,000**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall DN: cn=Stephan Hall, o=MBS, ou=OMB, email=sdhall@myescambia.com, c=US Date: 2017.12.01 12:23:46 -06'00'

OMB Approved

Supplemental Budget Amendment
 # 023

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13334 **County Administrator's Report 15. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Supplemental Budget Amendment #024 - Economic Development Fund Balance
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #024 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #024, Economic Development Fund (102), in the amount of $356,745, to recognize the fund balance in the fund, and to appropriate these funds for operational activities associated with County economic development initiatives for Fiscal Year 2017/2018.

BACKGROUND:

This Supplemental Budget Amendment recognizes the fund equity associated with the Economic Development Fund and appropriates these funds into the FY 2017/18 Budget for Economic Development activities and establishes the appropriate budget level to pay current invoices. The County received an invoice from the Florida Department of Economic Opportunity in the amount of $15,750 that was not anticipated for target industry tax refunds.

LFS Invoice for Qualified Target Industry Tax Refund
West Fraser Inc - Project No. 13-00514
Per Resolution R2013-63 for FY 2017-2018

BUDGETARY IMPACT:

This amendment increases Fund 102 by $356,745.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#024

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County is recognizing the fund balance of the Economic Development Fund for operational activities, and these funds must be recognized and appropriated into the Fiscal Year 2017/18 Budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Economic Development Fund	102
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Fund Balance	102	389901	356,745
Total			**356,745**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	102/360704	55201	25,000
Aids to Governmental Agencies	102/360704	58101	15,750
Reserves	102/360704	59801	315,995
Total			**356,745**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=MBS, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.12.01 11:35:07 -06'00'

OMB Approved

Supplemental Budget Amendment #024

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13292 **County Administrator's Report 15. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Escambia County Public Safety Academies
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Two Escambia County Public Safety Academies Fiscal Year 2017-2018 Allocation - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning two Escambia County Public Safety Academies for Fiscal Year 2017-2018:

A. Authorize the issuance of a Purchase Order to the Escambia County Public Schools Foundation for Excellence, Inc., in the amount of $50,000, for Fiscal Year 2017/2018 contributions to both the Escambia County Criminal Justice Academy at Escambia High School and the Escambia County Fire Fighter Academy at Pine Forest High School, in the 2017-2018 School Year, with the monies to be distributed and advanced evenly between the two academies and the terms of use specified in the verbiage of the Purchase Order; and

B. Authorize the County Administrator to sign a letter of support to Malcolm Thomas, Escambia County School District Superintendent, presenting the $50,000 to the Escambia County-branded career academies that create career pathway workforce development pipelines addressing the fire fighting and corrections personnel demands of Escambia County.

The Escambia County Criminal Justice Academy at Escambia High School and the Escambia County Fire Fighter Academy at Pine Forest High School were started in 2015 to address the public safety demands of Escambia County. The allocation was budgeted for during the FY 2017-2018 budget adjustments, approved at the September 26, 2017, Regular Board Meeting and the Second Public Hearing adopting the budget.

[Funding: Fund 001, General Fund, Cost Center 110201, Account 58101]

BACKGROUND:

The Escambia County Criminal Justice Academy at Escambia High School and the Escambia County Fire Fighter Academy at Pine Forest High School were started in 2015 to address the public safety demands of Escambia County. The allocation was budgeted for during the FY 2017-18 budget adjustments approved at the September 26, 2017 Regular Board Meeting.

BUDGETARY IMPACT:

Funding is available in General Fund 001, Cost Center 110201, Account 58101.

The allocation was budgeted for during the FY 2017-18 budget adjustments approved at the September 26, 2017 Regular Board Meeting.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is necessary for the issuance of the Purchase Order.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Mr. Brown

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jack R. Brown
County Administrator

221 Palafox Place, Suite 420
Pensacola, Florida 32502

Telephone (850) 595-4947
Telefax (850) 595-4908

December 14, 2017

Mr. Malcolm Thomas, Superintendent
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505

Dear Mr. Thomas:

I am pleased to present to the Escambia County Public Schools Foundation a check for $50,000 from Escambia County Board of County Commissioners in support of the following Escambia County-branded career academies that create career pathway workforce development pipelines addressing the fire fighting and corrections personnel demands of Escambia County:

Escambia County Criminal Justice Academy at Escambia High School
Escambia County Fire Fighter Academy at Pine Forest High School

It is expected each academy will consist of a four-year course sequence related to its career pathway and

- A certified career academy teacher (paid by the District)
- "School Choice Academy" designation which enables students from any high school residential zone to apply, enroll and participate as a part of the school choice process
- Marketing materials and activities to attract students to enroll in the career academy
- At least 25 students enrolled in each of the first academy courses, with a new cohort class beginning each following year
- A dedicated high school academy classroom with an environment aligned with and conducive for instruction and training in each career pathway
- Opportunities for student certification attainments (ex. Fire Fighter 1)
- Opportunities for work-based activities such as student shadowing and/or internships (day, semester, summer, paid or unpaid)
- Opportunities for students to participate in a co-curricular clubs (ex. SkillsUSA, Explorers, etc.)
- Mentors coordinated by district/county personnel
- An advisory council for each career pathway that meets bi-annually to inform instruction and provide academy updates

Intended use of the funding is that each career academy receive $25,000 funding from Escambia County Board of County Commissioners for the 2017-18 school year. This funding will address the attached identified needs.

It is expected that this funding for "branding" the Escambia County Criminal Justice and Escambia County Fire Fighter Academies will be placed in designated accounts established for the purpose of supporting each academy within the Escambia Public Schools Foundation. Annual requests for continued funding of the branded academies will be determined by needs and submitted for consideration by the District.

We look forward to working together to provide an entry point for these two important public service career pathways.

Sincerely,

Jack R. Brown
County Administrator

ATTACHMENTS: PFHS Escambia County Fire Fighter Academy Needs
EHS Escambia County Criminal Justice Academy Needs

- 600' of 1.75" Firehose with 4 nozzles
  - 1.75" Firehose 50' Section (12 Sections needed) [$138.59] http://www.thefirestore.com/store/product.aspx/productId/11570/TheFireStore-Municipal-Attack-Fire-Hose/
  - Elkhart Brass Chief Nozzle (2 needed) [$840.99] http://www.thefirestore.com/store/product.aspx/productId/28189/Elkhart-Brass-4000-13-Chief-Nozzle-1-5-base/
  - Elkhart Brass Smooth Bbore Nozzle (2 needed) [$472.59] http://www.thefirestore.com/store/product.aspx/productId/28171/Elkhart-Brass-Ball-Shutoff-/

- Ladder Complement for an Engine Company
  - 24' Extension Ladder [$696.59] http://www.thefirestore.com/store/product.aspx/productId/10631/Alco-Lite-2-Section-Aluminum-Extension-Ladder-Pumper-Style/
  - 14' Roof Ladder [$325.99] http://www.thefirestore.com/store/product.aspx/productId/10633/Alco-Lite-Aluminum-Roof-Ladder-Pumper-Style/
  - Folding Closet/Attic Ladder [$236.59] http://www.thefirestore.com/store/product.aspx/productId/10630/Alco-Lite-Folding-Aluminum-Closet-Ladder/

- Forcible Entry Tools (2-Sets)
  - 8 lbs Axe [$98.39] http://www.thefirestore.com/store/product.aspx/productId/13050/Fire-Hooks-Unlimited-Flat-Head-Axe/
  - Halligan Bar [$259] http://www.thefirestore.com/store/product.aspx/productId/1684/Fire-Hooks-Unlimited-WIDE-ADZ-Pro-Bar-Halligan-Forcible-Entry-Tool-30-/
  - 6' New York Hook [$112.59] http://www.thefirestore.com/store/product.aspx/productId/13071/Fire-Hooks-Unlimited-New-York-Roof-Hook/

- Self Contained Breathing Apparartus (SCBA or airpacks) (4 sets)

- Bunker Gear for training (22 sets will cover Firefighter 2 Students) – Includes Helmet, Hood, Jacket, Pants, & Gloves

- Forcible Entry Door Prop (preferably the Multi-Force Door by Firehouse Innovations Corp. - https://firehouseinnovations.com/products.html) I have requested more infor and pricing from this company.

- Simulaids Rescue Randy Training Manikin (5'5" Tall 105 lbs) [$970.10] http://www.thefirestore.com/store/product.aspx/productId/13639/Simulaids-Rescue-Randy-Training-Manikins

Escambia County Criminal Justice Academy Resource Needs

Item Description	Qty		Price	Total
Crime Scene Kits (Full)	2	Kit	$1,000.00	$ 2,000.00
Latex Gloves	10	Box	$ 20.00	$ 200.00
Holsters for the Glock training guns	3	Ea.	$ 50.00	$ 150.00
Cones (Large)	12	Ea.	$ 40.00	$ 480.00
Cones (Small)	9	Ea.	$ 20.00	$ 180.00
PVC Pipe for Hurdles-3 ft. pieces	6	Ea.	$ 25.00	$ 150.00
Crime Scene Tape	10	Roll	$ 25.00	$ 250.00
Defensive Tactics Training Mats	6	Ea.	$ 500.00	$ 3,000.00
ASP Baton	6	Ea.	$ 100.00	$ 600.00
Academy Shirts	100	Ea.	$ 20.00	$ 2,000.00
Digital Use of Force Simulators	3	Ea.	$5,000.00	$ 15,000.00
Supplies			$ 990.00	$ 990.00
			TOTAL	$ 25,000.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13315 **County Administrator's Report 15. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Contract Award for Signal Response Maintenance
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Signal Response Maintenance - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A.Terminate without cause PD 15-16.088, Traffic Signal Response Maintenance between Escambia County, Florida, and Ingram Signalization, Inc., and;

B. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 16-17.083, Signal Response Maintenance, 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 $500,000.

[Funding:
Fund 175, Transportation Trust Fund, Cost Center 211201, $300,000;
Fund 182-199, Master Drainage Basin Funds, Cost Center 210719-210736, $50,000;
Fund 325, LOST III, Cost Center 210107, $75,000;
Fund 353, LOST IV, Cost Center 210106, $50,000;
Fund 167, Bob Sikes Bridge, Cost Center 140302, $25,000]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, October 9, 2017. A Pre-Solicitation Conference was held on October 17, 2017. Two firms were represented at that meeting. One bid was received on Thursday, November 2, 2017.

BUDGETARY IMPACT:

Funding:
Fund 175, Transportation Trust Fund, Cost Center 211201, $300,000;
Fund 182-199, Master Drainage Basin Funds, Cost Center 210719-210736, $50,000;
Fund 325, LOST III, Cost Center 210107, $75,000;
Fund 353, LOST IV, Cost Center 210106, $50,000;
Fund 167, Bob Sikes Bridge, Cost Center 140302, $25,000

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin D. Hual, Senior 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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and Purchase Order.

Attachments

Public Notice of Recommended Award with Bid Tabulation
Recommendation to Award Determination Checklist
Email of Solicitation Notice to Vendors
Pre-Solicitation Sign-In Sheet
Agreement Relating to Signal Response Maintenance

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 16-17.083 **Solicitation Name:** Signal Response Maintenance										
Bid Opening Time: 2:00 p.m., CDT **Bid Opening Date:** 11/2/2017 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledge-ment of Addenda	Certificate of Authority to do Business in the State of Florida	Bid Schedule 1	Bid Schedule 2	Total Bid Schedule 1 & 2	
*Ingram Signalization, Inc.	Y	Y	Y	Y	Y	Y	Y	$ 1,292,123.00	$ 901,425.00	$ 2,193,548.00	
Bids Opened By: Emily D. Weddington, Purchasing Specialist				**Date:** 11/2/2017		**Status:**					
Bids Tabulated By: Emily D. Weddington, Purchasing Specialist				**Date:** 11/3/2017		Recommended Award					
Bids Witnessed By: Paul R. Nobles, Purchasing Manager				**Date:** 11/2/2017		**CAR Date:** 12/14/2017		**BOCC Date:** 12/14/2017			

Purchasing Manager/Designee recommends to the BOCC: Award an indefinite quantity, indefinite delivery term contract between Escambia County, Florida and Ingram Signalization, Inc., per the terms and conditions of PD 16-17.083, Signal Response Maintenance.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes: *Corrected errors in extension prices and totals to reflect unit prices.

Posted: 2:30 p.m., CST on 11/29/2017

Form Completed By: EDW

BID SCHEDULE 1 (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS):

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	200	$ 100.00	$20,000.00
522-1-00	CONCRETE SIDEWALK AND DRIVEWAYS, 4” THICK	SY	400	$ 210.00	$84,000.00
522-2-00	CONCRETE SIDEWALK AND DRIVEWAYS, 6” THICK	SY	400	$ 300.00	$120,000.00
620-2-AB - GROUNDING ELECTROID					
620-2-11	10 FT. 5/8" GROUND ROD, FURNISH & INSTALL	EA	100	$ 100.00	$10,000.00
620-2-21	20 FT. 5/8" GROUND ROD ASSEMBLY, FURNISH & INSTALL	AS	50	$ 200.00	$10,000.00
630-2-AB - CONDUIT - 1/2" - 2"					
630-2-12	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, DIRECTIONAL BORE	LF	300	$ 13.00	$3,900.00
630-2-11	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, OPEN TRENCH	LF	500	$ 6.00	$3,000.00
630-2-14	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, ABOVEGROUND	LF	100	$ 9.00	$900.00
630-2-15	CONDUIT, SCHEDULE 80, FURNISH & INSTALL, BRIDGE MOUNT	LF	400	$ 10.00	$4,000.00
630-2-20	CONDUIT, FURNISH & INSTALL, JACK & BORE UNDER RAILROAD	LF	300	$ 25.00	$7,500.00
630-2-65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	400	$ 1.50	$600.00
632-7-A - IMSA SIGNAL CABLE					
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	5	$ 3,000.00	$15,000.00
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	1000	$ 6.00	$6,000.00
632-7-4	SIGNAL CABLE, ADJUST/MODIFY	PI	10	$ 560.00	$5,600.00
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	5	$ 125.00	$625.00
632-7-7	SIGNAL CABLE, REMOVE- OUTSIDE OF INTERSECTION	LF	5	$ 1.00	$5.00
633-1ABC - COMMUNICATION - FIBER OPTIC CABLE					
633-1111	FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	1000	$ 1.58	$1,580.00
633-1112	FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	1000	$ 2.10	$2,100.00
633-1113	FIBER OPTIC CABLE, F&I, OVERHEAD,49-96 FIBERS	LF	1000	$ 3.22	$3,220.00
633-1114	FIBER OPTIC CABLE, F&I, OVERHEAD,97-144 FIBERS	LF	1000	$ 4.30	$4,300.00
633-1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	1000	$ 1.55	$1,550.00
633-1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	1000	$ 2.00	$2,000.00
633-1123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	1000	$ 3.10	$3,100.00
633-1124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97 - 144 FIBERS	LF	1000	$ 4.00	$4,000.00
633-1310	FIBER OPTIC CABLE, INSTALL, OVERHEAD	LF	1000	$ 2.00	$2,000.00
633-1320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND	LF	1000	$ 2.00	$2,000.00
633-1410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	1000	$ 3.00	$3,000.00
633-1420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	1000	$ 8.50	$8,500.00
633-1610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	LF	1000	$ 1.00	$1,000.00
633-1620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1000	$ 1.00	$1,000.00
633-2-AB - FIBER OPTIC CONNECTIONS					
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	500	$ 50.00	$25,000.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	500	$ 50.00	$25,000.00
633-3-AB - FIBER OPTIC CONNECTION HARDWARE					
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	5	$ 750.00	$3,750.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	5	$ 300.00	$1,500.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	5	$ 235.00	$1,175.00
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	5	$ 220.00	$1,100.00
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	5	$ 300.00	$1,500.00
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	5	$ 550.00	$2,750.00
633-3-41	FIBER OPTIC CONNECTION HARDWARE, RELOCATE SPLICE ENCLOSURE	EA	5	$ 200.00	$1,000.00
633-4-A - COMMUNICATION CABLE - COPPER TWISTED-PAIR CABLE					
633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	500	$ 2.25	$1,125.00
633-4-4	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, RELOCATE	LF	500	$ 1.30	$650.00

633-4-6	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, REMOVE	LF	500	$ 1.00	$500.00
634-4ABC - SPAN WIRE ASSEMBLY					
634-4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	4	$ 400.00	$1,600.00
634-4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	4	$ 400.00	$1,600.00
634-4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	4	$ 1,200.00	$4,800.00
634-4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	2	$ 3,500.00	$7,000.00
634-4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	2	$ 200.00	$400.00
634-4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	2	$ 800.00	$1,600.00
634-4400	SPAN WIRE ASSEMBLY, ADJUST	PI	2	$ 500.00	$1,000.00
634-4600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	2	$ 100.00	$200.00
634-4700	SPAN WIRE ASSEMBLY, RE-TENSION CABLE - MAINTENANCE ONLY	PI	2	$ 500.00	$1,000.00
634-5-A - FIBERGLASS INSULATOR					
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	10	$ 100.00	$1,000.00
634-6-A - MESSENGER WIRE					
634-6-1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	10	$ 2.00	$20.00
635-2-AB - PULL BOX OR JUNCTION BOX					
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10	$ 800.00	$8,000.00
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	10	$ 1,500.00	$15,000.00
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	10	$ 2,500.00	$25,000.00
635-2-30	PULL & SPLICE BOX, INSTALL	EA	5	$ 600.00	$3,000.00
635-2-30	PULL & SPLICE BOX, REMOVE	EA	5	$ 100.00	$500.00
635-2-40	PULL & SPLICE BOX, RELOCATE	EA	5	$ 500.00	$2,500.00
635-2-50	PULL & SPLICE BOX, REPAIR	EA	5	$ 250.00	$1,250.00
635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	10	$ 80.00	$800.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	10	$ 50.00	$500.00
635-3-40	JUNCTION BOX, RELOCATE	EA	5	$ 50.00	$250.00
639-1ABC - ELECTRICAL POWER SERVICE					
639-1112	ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY POWER COMPANY - FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1113	ELECTRICAL POWER SERVICE, OVERHEAD METER NOT REQUIRED- FURNISHED & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1121	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY POWER COMPANY- FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1122	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY CONTRACTOR- FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1123	ELECTRICAL POWER SERVICE, UNDERGROUND, METER NOT REQUIRED - FURNISHED & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1410	ELECTRICAL POWER SERVICE, RELOCATE OVERHEAD	AS	1	$ 200.00	$200.00
639-1420	ELECTRICAL POWER SERVICE, RELOCATE, UNDERGROUND	AS	1	$ 1,200.00	$1,200.00
639-1610	ELECTRICAL POWER SERVICE, REMOVE OVERHEAD	AS	1	$ 150.00	$150.00
639-1620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1	$ 150.00	$150.00
639-2-A - ELECTRICAL SERVICE WIRE					
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	500	$ 2.00	$1,000.00
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	LF	500	$ 1.25	$625.00
639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	500	$ 1.00	$500.00
639-3-AB - ELECTRICAL SERVICE DISCONNECT					
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	5	$ 100.00	$500.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	$ 155.00	$775.00
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5	$ 30.00	$150.00
641-2-AB - PRE-STRESSED CONCRETE POLE					
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	4	$ 2,000.00	$8,000.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	$ 1,000.00	$4,000.00
641-2-14	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV:**				$0.00
	20' - 26'	EA	1	$ 1,011.00	$1,011.00
	28' - 34'	EA	1	$ 1,131.00	$1,131.00

	36' - 42'	EA	1	$ 1,500.00	$1,500.00
	42' - 50'	EA	1	$ 1,600.00	$1,600.00
641-2-15	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-V:**				$0.00
	20' - 26'	EA	1	$ 1,526.00	$1,526.00
	28' - 34'	EA	1	$ 1,835.00	$1,835.00
	36' - 42'	EA	1	$ 4,000.00	$4,000.00
	42' - 50'	EA	1	$ 5,195.00	$5,195.00
641-2-16	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI:**				$0.00
	20' - 26'	EA	1	$ 1,670.00	$1,670.00
	28' - 34'	EA	1	$ 2,020.00	$2,020.00
	36' - 42'	EA	1	$ 4,200.00	$4,200.00
	42' - 50'	EA	1	$ 5,965.00	$5,965.00
641-2-17	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII:**				$0.00
	20' - 26'	EA	1	$ 1,970.00	$1,970.00
	28' - 34'	EA	1	$ 2,500.00	$2,500.00
	36' - 42'	EA	1	$ 5,000.00	$5,000.00
	42' - 50'	EA	1	$ 6,640.00	$6,640.00
641-2-18	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII:**				$0.00
	20' - 26'	EA	1	$ 2,000.00	$2,000.00
	28' - 34'	EA	1	$ 2,665.00	$2,665.00
	36' - 42'	EA	1	$ 5,200.00	$5,200.00
	42' - 50'	EA	1	$ 6,900.00	$6,900.00
641-2-30	PRESTRESSED CONCRETE POLE, INSTALL	EA			$0.00
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL, PEDESTAL/SERVICE POLE	EA	1	$ 155.00	$155.00
641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	1	$ 1,200.00	$1,200.00
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	1	$ 2,000.00	$2,000.00
643-6AB - WOOD POLE					
643-600	STRAIN POLE, WOOD, REMOVE	EA	1	$ 400.00	$400.00
643-601	STRAIN POLE, WOOD, F&I _ 35'-CLASS 5	EA	1	$ 1,000.00	$1,000.00
643-602	STRAIN POLE, WOOD, F&I _ 16'X6" (TOP)-.60 CCA SYP POLE (TREATED)	EA	1	$ 700.00	$700.00
646-1-AB - PEDESTAL AND PEDESTRIAN POST					
646-1-11	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTAL	EA	5	$ 2,000.00	$10,000.00
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	5	$ 300.00	$1,500.00
646-1-30	ALUMINUM SIGNALS POLE, INSTALL	EA	5	$ 1,700.00	$8,500.00
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	5	$ 200.00	$1,000.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	5	$ 150.00	$750.00
650-1-AB - TRAFFIC SIGNAL ASSEMBLY					
650-1-11	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 1 WAY	AS	5	$ 660.00	$3,300.00
650-1-12	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 2-4 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 3 SECTION, 1 WAY	AS	5	$ 7,000.00	$35,000.00
650-1-16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 4 SECTION, 1 WAY	AS	5	$ 800.00	$4,000.00
650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION STRAIGHT, 1 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	$ 1,200.00	$6,000.00
650-1-24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 3 SECTION, 1 WAY	AS	5	$ 700.00	$3,500.00
650-1-25	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 12" 3 SECTION, 2-4 WAYS	AS	5	$ 1,000.00	$5,000.00
650-1-26	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 4 SECTION, 1 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-29	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W ALUMIN, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	$ 1,200.00	$6,000.00
650-1-34	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12 " 3 SECTION, 1 WAY	AS	1	$ 865.00	$865.00
650-1-36	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 4 SECTION, 1 WAY	AS	1	$ 1,100.00	$1,100.00
650-1-38	TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 12" 5 SECTION STRAIGHT, 1 WAY	AS	1	$ 1,200.00	$1,200.00

650-1-39	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 5 SECTION CLUSTER, 1 WAY	AS	1	$ 1,200.00	$1,200.00
650-1-50	TRAFFIC SIGNAL, INSTALL	AS	1	$ 250.00	$250.00
650-1-60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	5	$ 50.00	$250.00
650-2ABC - VEHICULAR SIGNAL AUXILIARIES (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
650-2102	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, BACKPLATE- BLACK WITH RETRO-REFLECTIVE BORDER	EA	100	$ 190.00	$19,000.00
650-2105	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, TUNNEL VISOR	EA	100	$ 50.00	$5,000.00
650-2106	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, 12" LED STANDARD MODULE	EA	50	$ 300.00	$15,000.00
650-2108	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, ADD SECTION TO EXISTING SIGNAL ASSEMBLY	EA	100	$ 100.00	$10,000.00
653-1-AB - PEDESTRIAN SIGNAL					
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	10	$ 1,000.00	$10,000.00
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	5	$ 1,500.00	$7,500.00
653-1-40	PEDESTRIAN SIGNAL, RELOCATE	AS	5	$ 400.00	$2,000.00
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	10	$ 85.00	$850.00
654-1-AB - IN ROADWAY LIGHT ASSEMBLY -(WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
654-1-10	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY	AS	1	$ 31,000.00	$31,000.00
654-1-20	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY	AS	1	$ 31,000.00	$31,000.00
654-1-21	IN-ROADWAY LIGHT FIXTURE, FURNISH & INSTALL- SOLAR POWERED	EA	1	$ 1,850.00	$1,850.00
654-1-22	IN-ROADWAY LIGHT CABINET, FURNISH & INSTALL- SOLAR POWERED	EA	1	$ 3,500.00	$3,500.00
654-2-AB - RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB)					
654-2-11	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	$ 7,200.00	$7,200.00
654-2-12	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	$ 8,925.00	$8,925.00
654-2-14	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, SIGNS AND RRFB UNIT	EA	1	$ 9,200.00	$9,200.00
654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	$ 7,200.00	$7,200.00
654-2-22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	$ 8,925.00	$8,925.00
654-2-30	RECTANGULAR RAPID FLASHING BEACON, INSTALL	AS	1	$ 2,500.00	$2,500.00
654-2-40	RECTANGULAR RAPID FLASHING BEACON, RELOCATE	AS	1	$ 2,500.00	$2,500.00
654-2-50	RECTANGULAR RAPID FLASHING BEACON, ADJUST/MODIFY	AS	1	$ 500.00	$500.00
654-2-60	RECTANGULAR RAPID FLASHING BEACON, REMOVE	AS	1	$ 200.00	$200.00
654-2-73	RECTANGULAR RAPID FLASHING BEACON, REPLACE BATTERY-55 AMP.	EA	1	$ 500.00	$500.00
660-1ABC - LOOP DETECTORS - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-1101	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1102	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1103	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1104	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1106	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1107	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 325.00	$3,250.00
660-1109	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	$ 350.00	$3,500.00
660-1110	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1111	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 350.00	$3,500.00

660-1112	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	$ 400.00	$4,000.00
660-1300	LOOP DETECTOR INDUCTIVE, INSTALL	EA	10	$ 155.00	$1,550.00
660-1400	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1600	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 325.00	$3,250.00
660-2ABC - LOOP ASSEMBLY - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-2101	LOOP ASSEMBLY - TYPE A (6'X50')- FURNISH & INSTALL	AS	1	$ 2,000.00	$2,000.00
660-2102	LOOP ASSEMBLY- TYPE B (6'X6')- FURNISH & INSTALL	AS	1	$ 1,800.00	$1,800.00
660-2106	LOOP ASSEMBLY - TYPE F (6'X50')- FURNISH & INSTALL	AS	1	$ 2,500.00	$2,500.00
660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO					
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	$ 15,500.00	$15,500.00
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1	$ 6,000.00	$6,000.00
660-4-30	VEHICLE DETECTION SYSTEM- VIDEO, INSTALL	EA	1	$ 7,000.00	$7,000.00
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	1	$ 1,125.00	$1,125.00
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	1	$ 840.00	$840.00
660-4-51	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY CABINET EQUIPMENT	EA	1	$ 1,200.00	$1,200.00
660-4-52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	EA	1	$ 1,500.00	$1,500.00
660-4-60	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	EA	1	$ 150.00	$150.00
660-4-80	VEHICLE DETECTION SYSTEM- VIDEO, PREVENTIVE MAINTENANCE	EA	1	$ 300.00	$300.00
665-1-AB - PEDESTRIAN DETECTOR					
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	10	$ 155.00	$1,550.00
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	10	$ 1,645.00	$16,450.00
665-1-30	PEDESTRIAN DETECTOR, INSTALL	EA	5	$ 100.00	$500.00
665-1-40	PEDESTRIAN DETECTOR, RELOCATE	EA	5	$ 125.00	$625.00
665-1-50	PEDESTRIAN DETECTOR, ADJUST/MODIFY ON EXISTING POLE	EA	5	$ 155.00	$775.00
665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	5	$ 42.00	$210.00
670-5ABC - TRAFFIC SIGNAL CONTROLLER ASSEMBLY					
670-5110	TRAFFIC CONTROLLER ASSEMBLY, NEMA - FURNISH & INSTALL	AS	1	$ 22,000.00	$22,000.00
670-5111	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 1 PREEMPTION - FURNISH & INSTALL	AS	1	$ 23,000.00	$23,000.00
670-5112	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 2 PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,000.00	$25,000.00
670-5150	TRAFFIC CONTROLLER ASSEMBLY, ATC, NO PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,000.00	$25,000.00
670-5151	TRAFFIC CONTROLLER ASSEMBLY, ATC, 1 PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,500.00	$25,500.00
670-5152	TRAFFIC CONTROLLER ASSEMBLY, ATC, 2 PREEMPTION - FURNISH & INSTALL	AS	1	$ 26,000.00	$26,000.00
670-5300	TRAFFIC CONTROLLER ASSEMBLY, INSTALL	AS	1	$ 1,500.00	$1,500.00
670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	$ 600.00	$600.00
670-5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	AS	1	$ 2,500.00	$2,500.00
670-5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	$ 450.00	$450.00
671-2-AB - TRAFFIC SIGNAL CONTROLLER					
671-2-11	TRAFFIC CONTROLLER WITHOUT CABINET, NEMA, FURNISH & INSTALL IN EXISTING CABINET	EA	1	$ 5,500.00	$5,500.00
671-2-13	TRAFFIC CONTROLLER WITHOUT CABINET, ATC, FURNISH & INSTALL IN EXISTING CABINET	EA	1	$ 5,500.00	$5,500.00
671-2-30	TRAFFIC CONTROLLER, INSTALL	EA	1	$ 1,500.00	$1,500.00
671-2-40	TRAFFIC CONTROLLER, MODIFY	EA	1	$ 500.00	$500.00
671-2-50	TRAFFIC CONTROLLER, RELOCATE- WITHOUT CABINET	EA	1	$ 1,200.00	$1,200.00
671-2-60	TRAFFIC CONTROLLER, REMOVE- CABINET TO REMAIN	EA	1	$ 150.00	$150.00
684-1-A - MANAGED FIELD ETHERNET SWITCH (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	5	$ 3,100.00	$15,500.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	EA	5	$ 300.00	$1,500.00
684-1-4	MANAGED FIELD ETHERNET SWITCH, RELOCATE	EA	5	$ 400.00	$2,000.00
684-1-5	MANAGED FIELD ETHERNET SWITCH, ADJUST / MODIFY	EA	5	$ 500.00	$2,500.00
684-1-6	MANAGED FIELD ETHERNET SWITCH, REMOVE- CABINET TO REMAIN	EA	5	$ 100.00	$500.00
684-6-AB - WIRELESS COMMUNICATION DEVICE					
684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET ACCESS POINT	EA	1	$ 5,000.00	$5,000.00
684-6-12	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET SUBSCRIBER UNIT	EA	1	$ 4,000.00	$4,000.00
684-6-13	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL SERIAL DATA UNIT	EA	1	$ 1,500.00	$1,500.00
684-6-30	WIRELESS COMMUNICATION DEVICE, INSTALL	EA	1	$ 1,200.00	$1,200.00
684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	$ 1,300.00	$1,300.00
684-6-60	WIRELESS COMMUNICATION DEVICE, REMOVE	EA	1	$ 100.00	$100.00
685-1-AB - UNINTERRUPTIBLE POWER SUPPLY					

685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	$ 7,500.00	$7,500.00
685-1-14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	EA	1	$ 9,000.00	$9,000.00
685-1-60	UNINTERRUPTIBLE POWER SUPPLY, REMOVE- POLE/CABINET REMAINS	EA	1	$ 500.00	$500.00
700-11-ABC - ELECTRONIC DISPLAY SIGN - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-11-161	ELECTONIC DISPLAY SIGN, GRD/MT. AC POWERED, W/S.F.B. & BEACONS, FURNISH & INSTALL	AS	4	$ 9,500.00	$38,000.00
700-11-261	ELECTONIC DISPLAY SIGN, GRD/MT. SOLAR POWERED, W/S.F.B.& BEACONS, FURNISH & INSTALL	AS	4	$ 10,500.00	$42,000.00
700-12-AB - SIGN BEACON - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-12-11	SIGN BEACON, AC POWER, 1 BEACON) - FURNISH & INSTALL	AS	2	$ 3,500.00	$7,000.00
700-12-12	SIGN BEACON, AC POWER, 2 BEACONS) - FURNISH & INSTALL	AS	2	$ 4,000.00	$8,000.00
700-12-21	SIGN BEACON, SOLAR POWER, 1 BEACON - FURNISH & INSTALL	AS	2	$ 6,000.00	$12,000.00
700-12-22	SIGN BEACON, SOLAR POWER, 2 BEACONS, FURNISH & INSTALL	AS	2	$ 6,500.00	$13,000.00
BID SCHEDULE 1 TOTAL:					**$1,292,123.00**

BID SCHEDULE 2 (LABOR AND MATERIAL BID ITEMS):					
1	TECHNICIAN - IMSA LEVEL II (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	$ 65.00	$81,575.00
2	TECHNICIAN - IMSA LEVEL III (MON-FRI, 8:00 AM-4:30 PM)	HR	80	$ 75.00	$6,000.00
3	TECHNICIAN - IMSA LEVEL II (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	730	$ 90.00	$65,700.00
4	TECHNICIAN - IMSA LEVEL III (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	$ 100.00	$4,000.00
5	TECHNICIAN ASSISTANT (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	$ 43.00	$53,965.00
6	TECHNICIAN ASSISTANT (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	$ 63.00	$2,520.00
7	AERIAL BUCKET TRUCK (STANDARD)	HR	1200	$ 25.00	$30,000.00
8	AERIAL BUCKET TRUCK (LARGE)	HR	55	$ 35.00	$1,925.00
9	SERVICE TRUCK	HR	730	$ 25.00	$18,250.00
10	MAINTENANCE OF TRAFFIC (MESSAGE BOARD RENTAL)	DAY	10	$ 15.00	$150.00
11	UTILITY COORDINATION (SUNSHINE SPOTS)	PI	10	$ 200.00	$2,000.00
12	TIMING IMPLEMENTATION	PI	5	$ 500.00	$2,500.00
13	TIMING ADJUSTMENT, SYSTEMS (COORDINATED)	PI	5	$ 500.00	$2,500.00
14	TIMING ADJUSTMENT, INTERSECTIONS (NON-COORDINATED)	PI	5	$ 500.00	$2,500.00
15	BENCH TESTING (CONFLICT MONITOR)	EA	200	$ 200.00	$40,000.00
16	TEMPORARY CONTROLLER/MONITOR RENTAL/DAY	DAY	25	$ 25.00	$625.00
17	TEMPORARY TRAFFIC SIGNAL OPERATION, GENERATOR RENTAL/HR	HR	5	$ 21.00	$105.00
18	TEMPORARY TRAFFIC SIGNAL CABINET, DURING KNOCK-DOWN RENTAL/DAY	DAY	5	$ 11.00	$55.00
	GROUNDING ELECTRODE				
19	10 FT. 5/8" GROUND ROD	EA	100	$ 25.00	$2,500.00
20	20 FT. 5/8" GROUND ROD	EA	50	$ 57.00	$2,850.00
	MISCELLANEOUS CONDUIT:				
21	½" 10 FT. SECTION	EA	100	$ 4.00	$400.00
22	1" 10 FT. SECTION	EA	100	$ 5.00	$500.00
23	CONDUIT, 2" 10 FT. (ABOVE GROUND)	EA	200	$ 16.00	$3,200.00
24	CONDUIT, 2" 10 FT. (UNDERGROUND)	EA	500	$ 10.00	$5,000.00
25	CONDUIT, 2" 10 FT. (UNDER PAVEMENT/JACKED)	EA	500	$ 30.00	$15,000.00
26	CONDUIT, 1" CLAMP	EA	100	$ 0.55	$55.00
27	CONDUIT, 2" CLAMP	EA	100	$ 1.00	$100.00
28	COUPLING, 1/2"	EA	50	$ 0.15	$7.50
29	COUPLING, 1"/EA	EA	50	$ 0.27	$13.50
30	COUPLING, 2"/EA	EA	200	$ 1.00	$200.00
31	90-DEGREE ELBOW, ½"	EA	100	$ 1.00	$100.00
32	90-DEGREE ELBOW, 1"	EA	100	$ 1.00	$100.00
33	90-DEGREE ELBOW, 2"	EA	100	$ 1.50	$150.00
	MISCELLANEOUS SIGNAL CABLE:				
34	20- CONDUCTOR	LF	250	$ 3.00	$750.00
35	16-CONDUCTOR	LF	250	$ 2.50	$625.00
36	12-CONDUCTOR	LF	250	$ 2.00	$500.00

37	9-CONDUCTOR	LF	250	$ 1.50	$375.00
38	7-CONDUCTOR	LF	1000	$ 1.25	$1,250.00
39	2-CONDUCTOR/BELDEN “HOME RUN”	LF	1000	$ 0.55	$550.00
	MISCELLANEOUS COMMUNICATION:				
40	INTERCONNECT CABLE/FSK WIRE (OVERHEAD) - 6-22-AL-F8	LF	1000	$ 2.00	$2,000.00
41	INTERCONNECT CABLE/ FSK WIRE (UNDERGROUND)- 6-22-AL-F8	LF	1000	$ 2.00	$2,000.00
42	BURIED CABLE WARNING MARKER (PER DETAIL)	EA	100	$ 175.00	$17,500.00
43	ITS EXPRESS ITS 8020 FIBER SWITCH	EA	50	$ 1,000.00	$50,000.00
44	ITS EXPRESS ITS 80 SERIES POWER SUPPLY	EA	50	$ 150.00	$7,500.00
	MISCELLANEOUS SPAN WIRE ASSEMBLY:				
45	ADJUSTABLE HANGER	EA	25	$ 55.00	$1,375.00
46	DISCONNECT HANGER	EA	25	$ 200.00	$5,000.00
47	EXTENSION HANGER	EA	25	$ 40.00	$1,000.00
48	SPAN WIRE HANGER (2079-S) WITH SS BUSHING (SINGLE CABLE SUPPORT)	EA	25	$ 45.00	$1,125.00
49	SPAN WIRE CLAMP	EA	25	$ 45.00	$1,125.00
50	SIGN BRACKET/SPAN WIRE TYPE (1-WAY)	EA	5	$ 200.00	$1,000.00
51	SIGN BRACKET/SPAN WIRE TYPE (2-WAY)	EA	5	$ 250.00	$1,250.00
52	EYE BOLT	EA	25	$ 12.00	$300.00
53	ALL THREAD/5/8"	LF	25	$ 2.00	$50.00
54	GUY ANCHOR, 6"	EA	5	$ 150.00	$750.00
55	GUY WIRE/¼"	LF	100	$ 1.00	$100.00
56	GUY WIRE/3/8"	LF	500	$ 1.15	$575.00
57	SPAN WIRE SPLICE/¼"	EA	25	$ 40.00	$1,000.00
58	SPAN WIRE SPLICE/3/8"	EA	25	$ 60.00	$1,500.00
58	GUY WIRE VISE/¼"	EA	25	$ 13.00	$325.00
60	GUY WIRE VISE/3/8"	EA	25	$ 40.00	$1,000.00
	MISCELLANEOUS PULL BOX OR JUNCTION BOX				
61	AERIAL JUNCTION BOX	EA	5	$ 233.00	$1,165.00
62	MOUNTED JUNCTION BOX	EA	20	$ 75.00	$1,500.00
	MISCELLANEOUS VEHICULAR SIGNAL AUXILIARIES				
63	12” RED LED MODULE	EA	25	$ 60.00	$1,500.00
64	12” YELLOW LED MODULE	EA	25	$ 60.00	$1,500.00
65	12” GREEN LED MODULE	EA	100	$ 60.00	$6,000.00
66	12” RED ARROW LED MODULE	EA	15	$ 60.00	$900.00
67	12” YELLOW ARROW LED MODULE	EA	15	$ 60.00	$900.00
68	12” GREEN ARROW LED MODULE	EA	15	$ 60.00	$900.00
69	12” YELLOW LED (12 VOLT)	EA	15	$ 150.00	$2,250.00
70	3M OPTICAL SIGNAL LAMP	EA	15	$ 125.00	$1,875.00
71	12” GEOMETRICALLY PROGRAMMED LOUVER	EA	10	$ 265.00	$2,650.00
72	ASTRO BRACKET 110” SS CABLE	EA	10	$ 255.00	$2,550.00
	MISCELLANEOUS PEDESTRIAN SIGNAL:				
73	PEDESTRIAN SIGNAL (LED COUNTDOWN MODULE)	EA	25	$ 225.00	$5,625.00
74	PEDESTRIAN SIGNAL HOUSING (PED CAN)	EA	10	$ 155.00	$1,550.00
75	4” SPUN ALUMINUM PEDESTAL (PEDESTRIAN SIGNAL, FLASHING BEACON)/EA	EA	25	$ 500.00	$12,500.00
76	SLIP-FITTER 4½” /EA	EA	25	$ 75.00	$1,875.00
77	2 WAY SIGNAL BRACKET KIT	EA	10	$ 150.00	$1,500.00
	MISCELLANEOUS INDUCTIVE LOOP:				
78	SURGE ARRESTOR (INDUCTANCE LOOP AMPLIFIER)	EA	10	$ 15.00	$150.00
79	HOME RUN CABLE (REPLACEMENT)	LF	500	$ 2.00	$1,000.00
	MISCELLANEOUS VEHICLE DETECTION SYSTEM-VIDEO:				
80	ALDIS, 360 DEGREE 10” DIAMETER X 9” FISHEYE CAMERA	EA	1	$ 10,500.00	$10,500.00
81	ALDIS, GRIDSMART CONTROL UNIT FOR TS1 AND TS2 TRAFFIC CONTROL CABINETS	EA	1	$ 10,500.00	$10,500.00
82	12 FT. CAMERA EXTENSION ASSEMBLY	EA	5	$ 300.00	$1,500.00
83	ITERIS RZ-4 ADVANCED WIDE DYNAMIC RANGE CAMERA	EA	2	$ 5,200.00	$10,400.00
84	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (SINGLE)	EA	2	$ 5,500.00	$11,000.00
85	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (DUAL)	EA	2	$ 6,800.00	$13,600.00
86	ITERIS VANTAGE EDGECONNECT VIDEO INTERFACE CARD	EA	2	$ 3,500.00	$7,000.00
87	16”-19” LCD MONITOR FOR VIDEO DETECTION SYSTEM	EA	5	$ 1,500.00	$7,500.00

88	VIDEO SURGE ARRESTOR CAT5	EA	5	$ 400.00	$2,000.00
89	VIDEO SURGE ARRESTOR BNC	EA	5	$ 100.00	$500.00
90	VIDEO CABLE CAT 5	LF	500	$ 1.00	$500.00
91	VIDEO CABLE COMPOSITE	LF	500	$ 1.00	$500.00
	MISCELLANEOUS PEDESTRIAN DETECTION SYSTEM:				
92	DETECTOR SIGN (PEDESTRIAN)	EA	50	$ 45.00	$2,250.00
93	PUSH BUTTON (PEDESTRIAN DETECTOR STANDARD)	EA	50	$ 85.00	$4,250.00
94	PUSH BUTTON (PEDESTRIAN DETECTOR ACCESSIBLE “AUDIBLE”)	EA	10	$ 1,800.00	$18,000.00
95	PB-5100 8' ALUMINUM POLE	EA	10	$ 500.00	$5,000.00
	MISCELLANEOUS TRAFFIC SIGNAL CONTROLLER:				
96	CONFLICT MONITOR/FUSE/½ AMP (SLO BLO)	EA	5	$ 1.00	$5.00
97	CONFLICT MONITOR/FUSE/2 AMP	EA	5	$ 1.00	$5.00
98	CONTROLLER FUSE/3/4/ AMP/24 VDC	EA	1	$ 1.00	$1.00
99	CONTROLLER FUSE/1 ¼ AMP (SLO BLO)	EA	1	$ 1.00	$1.00
100	PEEK/3000E/NEMA/TS-1/8 PHASE	EA	1	$ 5,000.00	$5,000.00
	CONTROLLER TYPE (INTERCONNECT FSK WIRE, CLOSED LOOP):				
101	PEEK ATC-1000 CONTROLLER	EA	5	$ 5,500.00	$27,500.00
102	MCCAIN ATC EX CONTROLLER, TS2 TYPE 1	EA	5	$ 5,500.00	$27,500.00
103	MCCAIN ATC EX NEMA CONTROLLER, TS2 TYPE 2	EA	5	$ 5,500.00	$27,500.00
	MISCELLANEOUS MANAGED FIELD ETHERNET SWITCH:				
104	ITS EXPRESS ITS 8040 12 PORT/LAYER2 HARDENED ETHERNET SWITCH	EA	5	$ 1,600.00	$8,000.00
105	ITS EXPRESS ITS VC-1000 TWISTED-PAIR CONVERTER(FSK)/EA	EA	5	$ 725.00	$3,625.00
106	SIEMENS RUGGED VDSL, RS930L, 6 PORT ETHERNET SWITCH	EA	5	$ 2,260.00	$11,300.00
	MISCELLANEOUS WIRELESS COMMUNICATION DEVICE:				
107	ENCOM WIRELESS, COMMPAK IP SERIAL/ETHERNET BRIDGE	EA	1	$ 1,500.00	$1,500.00
108	ENCOM WIRELESS E-LITE 300MBPS UNIT, (COMPLETE)	EA	1	$ 3,200.00	$3,200.00
	MISCELLANEOUS UNINTERRUPTIBLE POWER SUPPLY:				
109	MYERS POWER PRODUCT UPS, MP2000, 1500W INVERTER	EA	1	$ 3,500.00	$3,500.00
110	TCS UPS PIGGY-BACK CABINET	EA	1	$ 7,000.00	$7,000.00
111	TCS GENERATOR TRANSFER SWITCH/EA	EA	1	$ 1,000.00	$1,000.00
	MISCELLANEOUS E.D.S. / SIGN BEACON ITEMS:				
112	PB-5100 12' ALUMINUM POLE	EA	5	$ 200.00	$1,000.00
113	PB-5100 15' ALUMINUM POLE	EA	5	$ 225.00	$1,125.00
114	PB-5100 18' ALUMINUM POLE	EA	5	$ 300.00	$1,500.00
115	PB-5306 ANCHOR BOLTS	EA	100	$ 15.00	$1,500.00
116	PB-5335 SQUARE ALUMINUM BASE WITH ALUMINUM DOOR	EA	25	$ 400.00	$10,000.00
117	PB-5325 COLLAR ASSEMBLY FOR SQUARE BASE	EA	25	$ 200.00	$5,000.00
118	SE-1100 4.5' OD POST MOUNTING KIT/EA	EA	25	$ 50.00	$1,250.00
119	SE-1002 FLASHER CABINET ASSEMBLY WITH POLICE TYPE ONE LOCK	EA	5	$ 800.00	$4,000.00
120	SE-0513 TRI-STUD ADAPTERS	EA	25	$ 50.00	$1,250.00
121	SH-0206 U-BOLT SIGN ASSEMBLY KIT	EA	25	$ 30.00	$750.00
122	CARMANAH R247 SERIES 24-HOUR FLASHING WARNING BEACON	AS	1	$ 3,700.00	$3,700.00
123	CARMANAH R820 SERIES CROSSWALK BEACON	AS	1	$ 4,600.00	$4,600.00
124	CARMANAH R829 SERIES/SCH ZONE BCN/W/CALENDAR-BASED SOFTWARE	AS	1	$ 7,500.00	$7,500.00
125	NAZTEC SERIES 100/365 DAY PROGRAMMABLE	EA	1	$ 400.00	$400.00
126	RTC AP21/365 DAY PROGRAMMABLE	EA	10	$ 1,600.00	$16,000.00
127	ELTEC/NTC-17E/365 DAY PROGRAMMABLE	EA	1	$ 500.00	$500.00
128	AP22/TIME SWITCH	EA	1	$ 800.00	$800.00
129	CPR2102G/PAGER PROGRAMMABLE TIME SWITCH	EA	1	$ 1,400.00	$1,400.00
130	RTC, AP22/365 DAY PROGRAMMABLE	EA	1	$ 1,600.00	$1,600.00
131	RU2 FAST SYSTEMS, RU2 FAST 18” DISPLAY SIGN, SOLAR	EA	1	$ 10,000.00	$10,000.00
132	RU2 FAST SYSTEMS, RU2 FAST 18” DISPLAY SIGN, 120V	EA	1	$ 10,000.00	$10,000.00
133	IDC 1520 SPEED CHECK 15” SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	$ 10,000.00	$10,000.00
134	IDC 1820 SPEED CHECK 18” SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	$ 10,000.00	$10,000.00
135	IDC LED PANEL 15” DIGITS W/SLOW DOWN	EA	1	$ 800.00	$800.00
136	IDC POLYCARBONATE WINDOW 15” DIGIT W/SLOW DOWN	EA	1	$ 200.00	$200.00

137	IDC 15” (30” X 42”) DIAMOND GRADE FLORESCENT YELLOW/GREEN	EA	1	$ 500.00	$500.00
138	HR LLC APPROACH-ONLY RADAR UNIT	EA	1	$ 1,225.00	$1,225.00
139	ASC SOLAR CHARGE CONTROLLER (8 AMP)	EA	1	$ 300.00	$300.00
140	IDC DEVISE/MANAGER, CONTROLLER BOARD, PROGRAMMABLE WIRELESS	EA	1	$ 700.00	$700.00
141	MORNINGSTAR/SUNSAVER SOLAR CHARGE CONTROLLER (10 AMP)	EA	1	$ 700.00	$700.00
142	55 WATT, SOLAR POWER PANEL KIT COMPLETE FOR SPEED CHECK DISPLAYS	EA	1	$ 1,650.00	$1,650.00
143	SOLAR PANEL RACKING	EA	1	$ 230.00	$230.00
144	SOLAR POLE-MOUNTED BATTERY BOX	EA	1	$ 525.00	$525.00
	EMERGENCY GENERATOR POWER HOOK-UP:				
145	(INC PRE-ASSEMBLED HARNESS/GASKET/CLAMP/SPLICE/PER FDOT D-3 SPEC)	AS	1	$ 500.00	$500.00
	MISCELLANEOUS SIGNALIZATION EQUIPMENT:				
146	PEEK DOUBLE DIAMOND NEMA/TS-1/CMU	EA	1	$ 1,300.00	$1,300.00
147	EDI CONFLICT MONITOR	EA	1	$ 835.00	$835.00
148	LOAD SWITCH	EA	200	$ 40.00	$8,000.00
149	FLASH TRANSFER RELAY	EA	25	$ 40.00	$1,000.00
150	SURGE ARRESTOR (CLOSED LOOP COMMUNICATION LINE)	EA	1	$ 100.00	$100.00
151	SOLAR SYSTEM/12V SEALED BATTERY 55 AMP	EA	10	$ 450.00	$4,500.00
152	SOLAR SYSTEM/12V SEALED BATTERY 105 AMP	EA	10	$ 600.00	$6,000.00
153	POWER SUPPLY/PEEK NEMA PS 100	EA	1	$ 800.00	$800.00
154	CABINET FAN	EA	10	$ 30.00	$300.00
155	POLICE MANUAL CONTROL BUTTON	EA	1	$ 112.00	$112.00
156	PEDESTRIAN ISOLATOR BOARD (TCS CABINET)	EA	1	$ 600.00	$600.00
157	PEDESTRIAN ISOLATOR BOARD (PEEK NEMA CABINET)	EA	10	$ 300.00	$3,000.00
158	¼" NAIL-IN ANCHOR/EA	EA	200	$ 1.00	$200.00
159	BLACKTOP PATCH	EA	50	$ 10.00	$500.00
160	#12 FORK TERMINALS	EA	1000	$ 0.40	$400.00
161	TIE WRAPS	EA	1000	$ 0.50	$500.00
162	#6 THHN WIRE	LF	100	$ 1.50	$150.00
163	SEOW OR "SO" 10-3, AWG COPPER CABLE	LF	500	$ 1.00	$500.00
164	HAND HOLE COVER (MAST ARM)	EA	10	$ 300.00	$3,000.00
165	FOUNDATION (CONTROLLER CABINET)	EA	5	$ 500.00	$2,500.00
166	CONCRETE PAD	EA	5	$ 300.00	$1,500.00
167	24"X48” CONCRETE BASE W/GROUND ROD	EA	10	$ 800.00	$8,000.00
168	ANCHOR BOLTS	EA	100	$ 15.00	$1,500.00
169	EDI, PS 200 SHELF/POWER SUPPLY	EA	5	$ 665.00	$3,325.00
170	EDI, TS-2 TYPE 1, BUS INTERFACE UNIT CARD	EA	10	$ 500.00	$5,000.00
171	MISCELLANEOUS CONCRETE	SY	100	$ 120.00	$12,000.00
BID SCHEDULE 2 TOTAL:					**$901,425.00**
				TOTAL BID	**$2,193,548.00**
PERFORMANCE & PAYMENT BOND, IF REQUIRED PER TASK (NOT TO BE INCLUDED IN EVALUATION FOR "LOW BID")		Per $1000			

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Signal Response Maintenance

Bid Number: PD 16-17.083

Opening Date/Time: _____

Purchasing Agent: Emily Weddington

Client Department: Public Works/Traffic Dept. Director/Designee: David Forte

Digitally signed by David Forte
DN: cn=David Forte, o=Public Works, ou=Transportation and Traffic Operations, email=dvforte@myescambia.com, c=US
Date: 2017.11.29 09:07:32 -06'00'

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US
Date: 2017.11.27 15:50:27 -06'00'

Requisition #: n/a

Fund #: see attachment Fund Title: _____

Cost Center #: _____ Cost Center Title: _____

Object Code #: _____ Object Code Title: _____

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ◯ **Yes** ◯ **No**
Note: Attachments to Requisition shall Reference PD # 0

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 contract to Ingram Signalization, Inc.

Unit Price Extensions Checked by: John Algahemand DRMP

(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: _____
(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).

F0125

Funding – Contract PD 16-17.083 "Traffic Signal Reponse"

Fund 175 (Transportation Trust Fund) Cost Center 211201	$300,000
Fund 182-199 (Master Drainage Basin Funds) Cost Center 210719-210736	$ 50,000
Fund 352 (LOST III), Cost Center 210107	$ 75,000
Fund 353 (LOST IV), Cost Center 210106	$ 50,000
Fund 167 (Bob Sikes Bridge) Cost Center 140302	$ 25,000
Total	$500,000

Emily D. Weddington

From: Emily D. Weddington
Sent: Tuesday, October 10, 2017 4:02 PM
Subject: Invitation to Bid for PD 16-17.083 Signal Response Maintenance
Attachments: Legal Ad PD 16-17.083.pdf

Tracking:

Recipient	Delivery	Read
griffintraffic@gmail.com		
dwilson@gulf.net		
wcurry@inline.com		
Wayne.curry@uniti.com		
kmccoy@inline.com		
kevin.mccoy@uniti.com		
jeff.messer@transcore.com		
meads@worldfiber.com		
David V. Forte		Read: 10/10/2017 4:02 PM
Robert G. Peterson	Delivered: 10/10/2017 4:02 PM	Read: 10/10/2017 4:55 PM
DVFORTE@co.escambia.fl.us	Delivered: 10/10/2017 4:02 PM	

Good Afternoon,

Attached is the advertisement for the Invitation to Bid PD 16-17.083 Signal Response Maintenance.

You may click on the link below for the solicitation.

https://myescambia.com/our-services/purchasing/solicitations/solicitation-details/pd-16-17.083

On this page, click the hyperlink next to "Solicitation."

We ask that you also click the green bar titled, "Stay Updated on this Solicitation." Doing so will ensure that you receive the most up-to-date information regarding the solicitation.

All questions must be submitted to me via email. This ensures that every question gets answered. Additionally, all questions and responses will be submitted in the form of an Addendum to those who click the "Stay Updated on this Solicitation" button and complete the form with their email address.

Best regards,

Emily D. Weddington, CPPB
Purchasing Specialist
Escambia County, Florida
Board of County Commissioners
☏ (850) 595-4987
🖷 (850) 595-4805
✉ edweddington@myescambia.com
💻 http://www.myescambia.com/purchasing

ATTENDANCE SHEET

- **Pre-Solicitation** ✓✓ Non- Mandatory
- **Bid Opening**
- **Proposal Opening**
- **Request For Letters of Interest (RLI) Opening**
- **Pre-Submittal**
- **Bid Evaluation**
- **Proposal Review Committee**
- **RLI 1st Negotiation Meeting**

SPECIFICATION NUMBER: PD 16-17.083 **DATE/TIME:** 9:00 a.m., CDT, 10/17/2017
PROJECT: Signal Response Maintenance
DEPARTMENT: Public Works/Transportation and Traffic Operations Division
LOCATION: Office of Purchasing – Conference Room 11.407

(Print) COMPANY NAME & ADDRESS	PHONE, FAX & EMAIL	(Print) REPRESENTATIVE NAME
1. Office of Purchasing	PH: 850-595-4987	Emily D. Weddington
	FX: 850-595-4806	Jeff Lovingood
	EMAIL:	
2. DRMP	PH: 850-640-3904	Escambia County
John Alaghemand	FX:	
	EMAIL: Jalaghemand@drmp.com	
3. World Fiber	PH: 850-630-4912	
Mike Eads	FX:	
	EMAIL: meads@worldfiber.com	
4. Contact Network (InLine)	PH: 251-583-1936	
Kevin McCoy	FX:	
	EMAIL: Kevin.mccoy@uniti.com	
5. Contact Network, LLC	PH: 251-518-0113	
Wayne Curry	FX:	
	EMAIL: Wayne.Curry@uniti.com	
6. Escambia County Public Works	PH: 554 8187	David Forte
	FX:	
	EMAIL: DForte@myescambia.com	

(Print) COMPANY NAME & ADDRESS	PHONE, FAX & EMAIL	(Print) REPRESENTATIVE NAME
7.	PH:	
	FX:	
	EMAIL:	
8.	PH:	
	FX:	
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9.	PH:	
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10.	PH:	
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	EMAIL:	

AGREEMENT RELATING TO SIGNAL RESPONSE MAINTENANCE (PD 16-17.083)

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 for-profit corporation authorized to conduct 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 October 9, 2017, the County issued an Invitation to Bid relating to signal response maintenance services throughout Escambia County (PD 16-17.083); 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 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 the date last executed by the 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. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders "Signal Response Maintenance," Specification No. P.D. 16-17.083, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's Bid Form, 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

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: _____

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: _____
Date: 12/17/07

SIGNAL RESPONSE MAINTENANCE
SCOPE OF SERVICES

PART 1 – GENERAL

1.1 INSTRUCTIONS TO BIDDERS – GENERAL NOTES ABOUT PAY ITEMS

a) A non-mandatory pre-bid meeting shall be held prior to the bid opening to discuss Signal Response Maintenance scope of services and pay items and to receive comments and answer any related questions. Any contractor who wishes to submit a bid is encouraged to have a representative(s) at the pre-bid meeting.

b) CONTRACTOR's proposed unit prices (Bid Schedule 1 and Bid Schedule 2) shall include, but are not limited to, mobilization, maintenance of traffic, equipment, supplies, incidentals to the project sites, and those operations necessary for the movement of personnel, no separate payment will be made.

c) Unless otherwise provided in the Bid Schedules, removal cost of existing equipment or parts shall be included in the CONTRACTOR's proposed replacement bid rates, no separate payment will be made.

d) The COUNTY may use the FDOT state average prices to evaluate the proposed bid rates for parts and equipment.

e) The COUNTY reserves the right to furnish all necessary signal parts, materials or equipment required for any task and compensates the CONTRACTOR for the labor and necessary equipment to complete the work.

f) The CONTRACTOR's markup for acquiring any signal parts, materials and equipment not specifically listed in the Bid Form shall not exceed 15% of the actual purchased price.

g) The COUNTY shall be ultimate authority to interpret the intent of bid documents including scope of services and the CONTRACTOR's proposed rates. After bids are submitted, the CONTRACTOR shall not assert that there was misunderstanding concerning the bid rates or the nature of the work to be done.

h) Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and for 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.

i) 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.



1.2 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, 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.

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,

e) Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

f) National Electric Code, including latest revisions.

1.3 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
COMBINED 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 Division.

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 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 under warranty, to the manufacturer for repair and testing to take advantage of warranty service and any available software update. For non-warranty equipment, the CONTRACTOR shall provide copy of the original invoice of repairs for documentation of work performed and any charges incurred. These units will count on an install only charge.

d) The COUNTY reserves the right to perform Return Merchandise Authorization (RMA) process for non-warranty equipment.

e) The CONTRACTOR shall have and operate a laptop computer capable of interfacing with controllers, conflict monitors, various detection systems, Advanced Traffic Management System (ATMS) equipment.

f) The CONTRACTOR shall furnish warranty period and 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.

g) 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 performed.

h) 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.

i) The CONTRACTOR must receive the Contract Manager's approval prior to commencement of additional work that was not included in the original work order.

j) The Contractor shall provide an inventory list of equipment that will be used under the Signal Response Maintenance Contract.

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 business days upon request and when items are taken from or added to inventory.

c) The COUNTY may elect to furnish video or other detection systems, work order software, and Advanced Traffic Management 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. These units will count on an install only charge.

b) Parts and equipment that are removed and are deemed by the CONTRACTOR 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 are not suitable for reuse and have no salvage value, shall be properly disposed of by the CONTRACTOR at his expense.

e) Unless otherwise specified, all salvaged equipment, parts and materials shall be considered the COUNTY's property and be delivered to the COUNTY, promptly.

PART 3 – EXECUTION

3.1 AVAILABILITY

a) The CONTRACTOR shall provide 24-hour service 7 days per week (including all 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 locate for signal and communication cables 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, during 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.
- In case of power failure at coordinated systems the technician shall verify the following:

    - o Communications transmitting/receiving
    - o Operation of time of day plan
    - o Controller Settings; time of day, day of week, daylight savings
    - o 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: replace signal LED modules, signs (static and illuminated), brackets and reflectors, substandard hardware, defective lenses and reflectors, check gaskets for water infiltration and deterioration, check for head alignment, cracks or rust in hardware, hoods, 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.

g) Conflict monitors shall be bench tested, not field tested, annually by using a certified conflict monitor test fixture following manufacturer's recommended testing procedures. The Contract Manager shall provide to the CONTRACTOR schedule(s) for the bench testing of all conflict monitors.

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.
- Include applicable description and pay item(s) number used to prepare invoice.

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. 16th thru Sept. 30). Invoices for work completed in this time frame shall be transmitted to the Contract Manager on or

before October 7th. 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 approved addendum requests to the Board of County Commissioners for approval of the contract modification.

f) All documentation shall be submitted electronically.

g) The CONTRACTOR shall adhere to use any software or platform that the COUNTY elect for its asset management, work order, reporting and invoicing.

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, consistent with performance standards described in Section 3.7 of scope of services.

3.6.2 RESPONSE TIMES

The following shall be considered the standard criteria for response times:

a) Response maintenance calls during weekday hours between 0800 hours – 1630 hours, excluding legal holidays: One (1) hour.

b) Response maintenance calls at all other times: Two (2) hours.

c) 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 to complete necessary repairs. The CONTRACTOR will be charged the cost incurred plus an administrative fee of 10%.

The Contract Manager shall approve all response maintenance calls during weekday hours. It is the CONTRACTOR's responsibility to acquire the Contract Manager's approval before proceeding to work.

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 CONTRACTOR shall provide the Contract Manager with weekly report of all after-hour services. 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
- Not cycling properly

Next Day Response:

- Single signal indication out on thru phases only
- Activating without demand
- 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 order service and minor design modifications (e.g., signal display adjustments, detector modifications and timing changes). The CONTRACTOR shall complete such service orders within ten (10) business days.

If the CONTRACTOR fails to respond within the times specified, the COUNTY may charge penalties for non-performance as set forth in the Bid Sheet and may procure the work to be performed by another CONTRACTOR and charge back to the CONTRACTOR 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 **DATE**
IMSA Level II - Certified Technician

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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 Solicitation, Offer, and Bid Form(s) in accordance with these General Terms 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 Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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://dos.myflorida.com/sunbiz/search/
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 submits 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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.083, "SIGNAL RESPONSE MAINTENANCE", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. 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 cancelled.

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.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. **SCOPE OF SERVICES 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

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of $1,000.00.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and

award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Bonds**

Performance and Payment Bonds

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds**, per Florida Statute 337.18, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Value of the bonds shall not exceed the awarded contract price.

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.

5. **Procurement Questions**

Questions may be directed to Emily D. Weddington, CPPB, Purchasing Specialist, at edweddington@myescambia.com. Last day for questions will be October 23, 2017 at 5:00 p.m. CDT.

6. **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.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407 on October 17, 2017 at 9:00 a.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. **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

9. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

11. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted 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

12. **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 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 Chief.

13. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. **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.

15. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

16. 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 form(s) to the best of our knowledge.

17. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

18. 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.

19. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

20. Award

Award shall be made on an "all-or-none total" basis.

21. 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.

22. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

24. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. 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 worker's 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.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **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.

E. **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.

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.

F. **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.

G. **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 and business auto policies.

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: Emily D. Weddington, CPPB, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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.

25. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 26, 2017

To: All Known Prospective Bidders

Addendum Number 1:

Re: Signal Response Maintenance
Specification Number: PD 16-17.083

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides for responses to questions and a revised bid form.

Questions/Responses

1. 650-1-AB; Traffic Signal Assemblies-Will Escambia County expect pivotal hangers to be in the F & I cost of this item (Span Wire Installation) or will it be listed separately? ***Response:*** *Cost of pivotal hangers for Span Wire Installation should not be included in the F & I cost.*

2. Who will be responsible for having the annual MMU/Conflict Monitors testing completed? ***Response:*** *Contract Manager shall coordinate & provide to the Contractor schedule(s) for all conflict monitors testing. Please refer to Scope of Services, Section 3.4 for more information.*

3. Section 3.3 Qualification (c)- Can a Level III Field Technician be substituted for the Level III Bench Technician?
Response: *The Equipment testing such as conflict monitors and controllers can be performed by a certified Traffic Signal Level III Bench Technician or a Traffic Signal Level III Field Technician.*

4. Should there be an item for Technician Level II for M-F 8:00am – 4:30pm?
Response: *A pay item for Technician - IMSA Level II (MON-FRI, 8:00 AM-4:30 PM) has been added to the Bid Schedule 2. Please refer to the revised Bid Schedule 2.*

5. Please see attached bid form. It appears that items 116-120 are a repeat of items 111-115. Does this need to be corrected?
Response: *Duplicate pay items have been deleted from Bid Schedule 2. Please refer to the revised Bid Schedule 2.*

6. Bid Schedule 1 - (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS):

- If a line item states "Install" (ex. 633-1310 Fiber Optic Cable, Install, Overhead) should the contractor assume labor & equipment only with the materials to be supplied by the county?
  Response: *"Install" pay items should not include materials cost.*

- For "relocation" items such as cable, will the county supply the cable if the relocation requires additional cable to move the appropriate distances or will the county just use a furnish and install "new" cable line item? If the relocation line requires the contractor to supply additional cable for the move, what should be the distance to base the cable footage from?
  Response: *"Relocate" pay items should not include materials cost.*

- Next Series of questions are being asked for a better understanding of the overall current county system and how the county wants to maintain the fluidity of the system.
  Response: *Currently Escambia County has no established TSP, all manufacturer's and models information to follow are gathered from existing field installation components. Bidding contractors can elect to utilize comparable equipment which is currently listed on the FDOT APL and proven to be compatible.*

  I. What are the manufacturer(s) that are currently in the field for the 654-1-AB - IN ROADWAY LIGHT ASSEMBLY line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Transportation Safety Corp. TS-1200 controller and TS-500 IEC fixture.*

  II. What are the manufacturer(s) that are currently in the field for the 660 -1ABC - LOOP DETECTORS line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Any FDOT APL approved loop detector.*

  III. What are the manufacturer(s) that are currently in the field for the 660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Recent construction and upgrades have included Gridsmart Aldis 360° video detection systems, also Iteris Edge systems with WDR cameras are in the network along with legacy Peek Video Trax.*

  IV. What are the manufacturer(s) that are currently in the field for the 670-5ABC Traffic Controller Assembly line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Majority of new installations are TCS - TS2 Type 2 cabinets with McCain ATCeX controllers.*

  V. What are the manufacturer(s) that are currently in the field for the 684-1-A - MANAGED FIELD ETHERNET SWITCH line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *ITS Express 8000 Series.*

VI. What are the manufacturer(s) that are currently in the field for the 685-1-AB - UNINTERRUPTIBLE POWER SUPPLY line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *Meyers PB 2000 Series.*

VII. What are the manufacturer(s) that are currently in the field for the 700-11-ABC - ELECTRONIC DISPLAY SIGN line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *IDC 1520/1820 Models*

VIII. What are the manufacturer(s) that are currently in the field for the 700-12-AB - SIGN BEACON line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *Carmanah R247 Series*

7. Bid Schedule 2 - (LABOR AND MATERIAL BID ITEMS): Please clarify the meaning of "Labor and Material bid Items". It is our understanding from the pre bid meeting that the contractor should factor just labor and equipment only, to install county supplied materials under the "Bid Schedule 2" line items. Is this correct?
Response: *Bid Schedule 2 is for the Contractor's labor, equipment and materials rates. The County reserves the right to furnish all necessary signal parts, materials or equipment required for any task and compensates the Contractor for the labor and necessary equipment to complete the work. For more information, please refer to Scope of Services, Section 1.1, Instruction to Bidders*

8. "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." As there are not lump sum items provided for Mobilization and Maintenance of Traffic, will technician hours be charged, as used, per work order or are we to "include" Mob & MOT as incidental to each item? Inclusion as incidental would be problematic as a call to replace one LED signal module for instance would need to include response preparation, drive time, lane closure setup and the labor to change the insert, which is a tiny fraction of the cost. Please advise.
Response: *Please refer to Scope of Services, Section 1.1, Instruction to Bidders: Contractor's proposed unit prices (Bid Schedule 1 and Bid Schedule 2) shall include, but are not limited to, mobilization, maintenance of traffic, equipment, supplies, incidentals to the project sites, and those operations necessary for the movement of personnel, no separate payment will be made.*

9. "The CONTRACTOR shall keep in stock a sufficient number of 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."

   - Can the county provide a suggested inventory list with manufacturer name and model number?
     Response: *Six (6) Spare controllers, two (2) Controller Cabinets, Six (6) Conflict Monitors, and two (2) Video Systems. Modems shall be supplied by the County.*

   - How will establishment and replenishment of the inventory be paid for?

Response: *The Contractor shall be responsible to purchase and maintain the required equipment inventory. Please refer to Scope of Services, Part 2 – Products.*

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 bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Emily D. Weddington

Emily D. Weddington, CPPB
Purchasing Specialist

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Signal Response Maintenance

Solicitation Number PD 16-17.083

Solicitation

MAILING DATE: October 9, 2017
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 9:00 AM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, November 02, 2017, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests 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**

Bid Bond Attached:
$

Vendor Name: Ingram Signalization, Inc.
Address: 4522 North Davis Hwy
City, ST. & Zip: Pensacola, FL 32503
Phone: (850) 433-8266
Toll Free: (___) ___
Fax: (850) 434-2816

William D. Wilson, Vice-President
(Name and Title of Person Authorized to Sign Offer)

*
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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's offer shall result in the bid being rejected as non-responsive.

Bid Form

Bid Schedule 1 Total:	$40,000.00
Bid Schedule 2 Total:	$901,425.00
Total Bid (Schedule 1 Plus Schedule 2):	$941,425.00

EXHIBIT B

BID SCHEDULE 1 (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS):

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	200	100	$20,000.00
522-1-00	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	400	210	$84,000.00
522-2-00	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	400	300	$120,000.00
620-2-AB - GROUNDING ELECTROID					
620-2-11	10 FT. 5/8" GROUND ROD, FURNISH & INSTALL	EA	100	100	$10,000.00
620-2-21	20 FT. 5/8" GROUND ROD ASSEMBLY, FURNISH & INSTALL	AS	50	200	$10,000.00
630-2-AB - CONDUIT - 1/2" - 2"					
630-2-12	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, DIRECTIONAL BORE	LF	300	13	$3,900.00
630-2-11	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, OPEN TRENCH	LF	500	6	$3,000.00
630-2-14	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, ABOVEGROUND	LF	100	9	$900.00
630-2-15	CONDUIT, SCHEDULE 80, FURNISH & INSTALL, BRIDGE MOUNT	LF	400	10	$4,000.00
630-2-20	CONDUIT, FURNISH & INSTALL, JACK & BORE UNDER RAILROAD	LF	300	25	$7,500.00
630-2-65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	400	1.5	$600.00
632-7-A - IMSA SIGNAL CABLE					
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	5	3000	$15,000.00
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	1000	6	$6,000.00
632-7-4	SIGNAL CABLE, ADJUST/MODIFY	PI	10	560	$5,600.00
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	5	125	$625.00
632-7-7	SIGNAL CABLE, REMOVE- OUTSIDE OF INTERSECTION	LF	5	1	$5.00
633-1ABC - COMMUNICATION - FIBER OPTIC CABLE					
633-1111	FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	1000	1.58	$1,580.00
633-1112	FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	1000	2.1	$2,100.00
633-1113	FIBER OPTIC CABLE, F&I, OVERHEAD,49-96 FIBERS	LF	1000	3.22	$3,220.00
633-1114	FIBER OPTIC CABLE, F&I, OVERHEAD,97-144 FIBERS	LF	1000	4.3	$4,300.00
633-1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	1000	1.55	$1,550.00
633-1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	1000	2	$2,000.00
633-1123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	1000	3.1	$3,100.00
633-1124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97 - 144 FIBERS	LF	1000	4	$4,000.00
633-1310	FIBER OPTIC CABLE, INSTALL, OVERHEAD	LF	1000	2	$2,000.00
633-1320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND	LF	1000	2	$2,000.00
633-1410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	1000	3	$3,000.00
633-1420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	1000	8.5	$8,500.00
633-1610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	LF	1000	1	$1,000.00
633-1620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1000	1	$1,000.00
633-2-AB - FIBER OPTIC CONNECTIONS					
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	500	50	$25,000.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	500	50	$25,000.00
633-3-AB - FIBER OPTIC CONNECTION HARDWARE					
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	5	750	$3,750.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	5	300	$1,500.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	5	235	$1,175.00
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	5	220	$1,100.00
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	5	300	$1,500.00
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	5	550	$2,750.00
633-3-41	FIBER OPTIC CONNECTION HARDWARE, RELOCATE SPLICE ENCLOSURE	EA	5	200	$1,000.00
633-4-A - COMMUNICATION CABLE - COPPER TWISTED-PAIR CABLE					
633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	500	2.25	$1,125.00
633-4-4	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, RELOCATE	LF	500	1.3	$650.00
633-4-6	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, REMOVE	LF	500	1	$500.00
634-4ABC - SPAN WIRE ASSEMBLY					
634-4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	4	400	$1,600.00
634-4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	4	400	$1,600.00
634-4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	4	1200	$4,800.00
634-4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	2	3500	$7,000.00
634-4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	2	200	$400.00
634-4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	2	800	$1,600.00
634-4400	SPAN WIRE ASSEMBLY, ADJUST	PI	2	500	$1,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
634-4600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	2	100	$200.00
634-4700	SPAN WIRE ASSEMBLY, RE-TENSION CABLE - MAINTENANCE ONLY	PI	2	500	$1,000.00
634-5-A - FIBERGLASS INSULATOR					
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	10	100	$1,000.00
634-6-A - MESSENGER WIRE					
634-6-1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	10	2	$20.00
635-2-AB - PULL BOX OR JUNCTION BOX					
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10	800	$8,000.00
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	10	1500	$15,000.00
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	10	2500	$25,000.00
635-2-30	PULL & SPLICE BOX, INSTALL	EA	5	600	$3,000.00
635-2-30	PULL & SPLICE BOX, REMOVE	EA	5	100	$500.00
635-2-40	PULL & SPLICE BOX, RELOCATE	EA	5	500	$2,500.00
635-2-50	PULL & SPLICE BOX, REPAIR	EA	5	250	$1,250.00
635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	10	80	$800.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	10	50	$500.00
635-3-40	JUNCTION BOX, RELOCATE	EA	5	50	$250.00
639-1ABC - ELECTRICAL POWER SERVICE					
639-1112	ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY POWER COMPANY - FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1113	ELECTRICAL POWER SERVICE, OVERHEAD METER NOT REQUIRED- FURNISHED & INSTALL	AS	1	1100	$1,100.00
639-1121	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY POWER COMPANY- FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1122	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY CONTRACTOR- FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1123	ELECTRICAL POWER SERVICE, UNDERGROUND, METER NOT REQUIRED - FURNISHED & INSTALL	AS	1	1100	$1,100.00
639-1410	ELECTRICAL POWER SERVICE, RELOCATE OVERHEAD	AS	1	200	$200.00
639-1420	ELECTRICAL POWER SERVICE, RELOCATE, UNDERGROUND	AS	1	1200	$1,200.00
639-1610	ELECTRICAL POWER SERVICE, REMOVE OVERHEAD	AS	1	150	$150.00
639-1620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1	150	$150.00
639-2-A - ELECTRICAL SERVICE WIRE					
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	500	2	$1,000.00
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	LF	500	1.25	$625.00
639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	500	1	$500.00
639-3-AB - ELECTRICAL SERVICE DISCONNECT					
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	5	100	$500.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	155	$775.00
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5	30	$150.00
641-2-AB - PRE-STRESSED CONCRETE POLE					
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	4	2000	$8,000.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	1000	$4,000.00
641-2-14	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV:**				$0.00
	20' - 26'	EA	1	1011	$1,011.00
	28' - 34'	EA	1	1131	$1,131.00
	36' - 42'	EA	1	1500	$1,500.00
	42' - 50'	EA	1	1600	$1,600.00
641-2-15	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-V:**				$0.00
	20' - 26'	EA	1	1526	$1,526.00
	28' - 34'	EA	1	1835	$1,835.00
	36' - 42'	EA	1	4000	$4,000.00
	42' - 50'	EA	1	5195	$5,195.00
641-2-16	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI:**				$0.00
	20' - 26'	EA	1	1670	$1,670.00
	28' - 34'	EA	1	2020	$2,020.00
	36' - 42'	EA	1	4200	$4,200.00
	42' - 50'	EA	1	5965	$5,965.00
641-2-17	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII:**				$0.00
	20' - 26'	EA	1	1970	$1,970.00
	28' - 34'	EA	1	2500	$2,500.00
	36' - 42'	EA	1	5000	$5,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
	42' - 50'	EA	1	6640	$6,640.00
641-2-18	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII:**				$0.00
	20' - 26'	EA	1	2000	$2,000.00
	28' - 34'	EA	1	2665	$2,665.00
	36' - 42'	EA	1	5200	$5,200.00
	42' - 50'	EA	1	6900	$6,900.00
641-2-30	PRESTRESSED CONCRETE POLE, INSTALL	EA			$0.00
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL, PEDESTAL/SERVICE POLE	EA	1	155	$155.00
641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	1	1200	$1,200.00
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	1	2000	$2,000.00
643-6AB - WOOD POLE					
643-600	STRAIN POLE, WOOD, REMOVE	EA	1	400	$400.00
643-601	STRAIN POLE, WOOD, F&I _ 35'-CLASS 5	EA	1	1000	$1,000.00
643-602	STRAIN POLE, WOOD, F&I _ 16'X6" (TOP)-.60 CCA SYP POLE (TREATED)	EA	1	700	$700.00
646-1-AB - PEDESTAL AND PEDESTRIAN POST					
646-1-11	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTAL	EA	5	2000	$10,000.00
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	5	300	$1,500.00
646-1-30	ALUMINUM SIGNALS POLE, INSTALL	EA	5	1700	$8,500.00
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	5	200	$1,000.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	5	150	$750.00
650-1-AB - TRAFFIC SIGNAL ASSEMBLY					
650-1-11	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 1 WAY	AS	5	660	$3,300.00
650-1-12	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 2-4 WAY	AS	5	1000	$5,000.00
650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 3 SECTION, 1 WAY	AS	5	7000	$35,000.00
650-1-16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 4 SECTION, 1 WAY	AS	5	800	$4,000.00
650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION STRAIGHT, 1 WAY	AS	5	1000	$5,000.00
650-1-19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	1200	$6,000.00
650-1-24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 3 SECTION, 1 WAY	AS	5	700	$3,500.00
650-1-25	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 12" 3 SECTION, 2-4 WAYS	AS	5	1000	$5,000.00
650-1-26	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 4 SECTION, 1 WAY	AS	5	1000	$5,000.00
650-1-29	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W ALUMIN, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	1200	$6,000.00
650-1-34	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12 " 3 SECTION, 1 WAY	AS	1	865	$865.00
650-1-36	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 4 SECTION, 1 WAY	AS	1	1100	$1,100.00
650-1-38	TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 12" 5 SECTION STRAIGHT, 1 WAY	AS	1	1200	$1,200.00
650-1-39	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 5 SECTION CLUSTER, 1 WAY	AS	1	1200	$1,200.00
650-1-50	TRAFFIC SIGNAL, INSTALL	AS	1	250	$250.00
650-1-60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	5	50	$250.00
650-2ABC - VEHICULAR SIGNAL AUXILIARIES (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
650-2102	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, BACKPLATE- BLACK WITH RETRO-REFLECTIVE BORDER	EA	100	190	$19,000.00
650-2105	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, TUNNEL VISOR	EA	100	50	$5,000.00
650-2106	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, 12" LED STANDARD MODULE	EA	50	300	$15,000.00
650-2108	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, ADD SECTION TO EXISTING SIGNAL ASSEMBLY	EA	100	100	$10,000.00
653-1-AB - PEDESTRIAN SIGNAL					
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	10	1000	$10,000.00
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	5	1500	$7,500.00
653-1-40	PEDESTRIAN SIGNAL, RELOCATE	AS	5	400	$2,000.00
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	10	85	$850.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
654-1-AB - IN ROADWAY LIGHT ASSEMBLY -(WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
654-1-10	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY	AS	1	31000	$31,000.00
654-1-20	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY	AS	1	31000	$31,000.00
654-1-21	IN-ROADWAY LIGHT FIXTURE, FURNISH & INSTALL- SOLAR POWERED	EA	1	1850	$1,850.00
654-1-22	IN-ROADWAY LIGHT CABINET, FURNISH & INSTALL- SOLAR POWERED	EA	1	3500	$3,500.00
654-2-AB - RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB)					
654-2-11	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	7200	$7,200.00
654-2-12	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	8925	$8,925.00
654-2-14	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, SIGNS AND RRFB UNIT	EA	1	9200	$9,200.00
654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	7200	$7,200.00
654-2-22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	8925	$8,925.00
654-2-30	RECTANGULAR RAPID FLASHING BEACON, INSTALL	AS	1	2500	$2,500.00
654-2-40	RECTANGULAR RAPID FLASHING BEACON, RELOCATE	AS	1	2500	$2,500.00
654-2-50	RECTANGULAR RAPID FLASHING BEACON, ADJUST/MODIFY	AS	1	500	$500.00
654-2-60	RECTANGULAR RAPID FLASHING BEACON, REMOVE	AS	1	200	$200.00
654-2-73	RECTANGULAR RAPID FLASHING BEACON, REPLACE BATTERY-55 AMP.	EA	1	500	$500.00
660 -1ABC - LOOP DETECTORS - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-1101	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1102	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1103	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1104	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1106	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	300	$3,000.00
660-1107	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	325	$3,250.00
660-1109	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	350	$3,500.00
660-1110	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	300	$3,000.00
660-1111	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	350	$3,500.00
660-1112	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	400	$4,000.00
660-1300	LOOP DETECTOR INDUCTIVE, INSTALL	EA	10	155	$1,550.00
660-1400	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1600	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT-FURNISH & INSTALL	EA	10	325	$3,250.00
660-2ABC - LOOP ASSEMBLY - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-2101	LOOP ASSEMBLY - TYPE A (6'X50')- FURNISH & INSTALL	AS	1	2000	$2,000.00
660-2102	LOOP ASSEMBLY- TYPE B (6'X6')- FURNISH & INSTALL	AS	1	1800	$1,800.00
660-2106	LOOP ASSEMBLY - TYPE F (6'X50')- FURNISH & INSTALL	AS	1	2500	$2,500.00
660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO					
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	15500	$15,500.00
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1	6000	$6,000.00
660-4-30	VEHICLE DETECTION SYSTEM- VIDEO, INSTALL	EA	1	7000	$7,000.00
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	1	1125	$1,125.00
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	1	840	$840.00
660-4-51	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY CABINET EQUIPMENT	EA	1	1200	$1,200.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
660-4-52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	EA	1	1500	$1,500.00
660-4-60	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	EA	1	150	$150.00
660-4-80	VEHICLE DETECTION SYSTEM- VIDEO, PREVENTIVE MAINTENANCE	EA	1	300	$300.00
665-1-AB - PEDESTRIAN DETECTOR					
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	10	155	$1,550.00
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	10	1645	$16,450.00
665-1-30	PEDESTRIAN DETECTOR, INSTALL	EA	5	100	$500.00
665-1-40	PEDESTRIAN DETECTOR, RELOCATE	EA	5	125	$625.00
665-1-50	PEDESTRIAN DETECTOR, ADJUST/MODIFY ON EXISTING POLE	EA	5	155	$775.00
665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	5	42	$210.00
670-5ABC - TRAFFIC SIGNAL CONTROLLER ASSEMBLY					
670-5110	TRAFFIC CONTROLLER ASSEMBLY, NEMA - FURNISH & INSTALL	AS	1	22000	$22,000.00
670-5111	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 1 PREEMPTION - FURNISH & INSTALL	AS	1	23000	$23,000.00
670-5112	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 2 PREEMPTION - FURNISH & INSTALL	AS	1	25000	$25,000.00
670-5150	TRAFFIC CONTROLLER ASSEMBLY, ATC, NO PREEMPTION - FURNISH & INSTALL	AS	1	25000	$25,000.00
670-5151	TRAFFIC CONTROLLER ASSEMBLY, ATC, 1 PREEMPTION - FURNISH & INSTALL	AS	1	25500	$25,500.00
670-5152	TRAFFIC CONTROLLER ASSEMBLY, ATC, 2 PREEMPTION - FURNISH & INSTALL	AS	1	26000	$26,000.00
670-5300	TRAFFIC CONTROLLER ASSEMBLY, INSTALL	AS	1	1500	$1,500.00
670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	600	$600.00
670-5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	AS	1	2500	$2,500.00
670-5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	450	$450.00
671-2-AB - TRAFFIC SIGNAL CONTROLLER					
671-2-11	TRAFFIC CONTROLLER WITHOUT CABINET, NEMA, FURNISH & INSTALL IN EXISTING CABINET	EA	1	5500	$5,500.00
671-2-13	TRAFFIC CONTROLLER WITHOUT CABINET, ATC, FURNISH & INSTALL IN EXISTING CABINET	EA	1	5500	$5,500.00
671-2-30	TRAFFIC CONTROLLER, INSTALL	EA	1	1500	$1,500.00
671-2-40	TRAFFIC CONTROLLER, MODIFY	EA	1	500	$500.00
671-2-50	TRAFFIC CONTROLLER, RELOCATE- WITHOUT CABINET	EA	1	1200	$1,200.00
671-2-60	TRAFFIC CONTROLLER, REMOVE- CABINET TO REMAIN	EA	1	150	$150.00
684-1-A - MANAGED FIELD ETHERNET SWITCH (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	5	3100	$15,500.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	EA	5	300	$1,500.00
684-1-4	MANAGED FIELD ETHERNET SWITCH, RELOCATE	EA	5	400	$2,000.00
684-1-5	MANAGED FIELD ETHERNET SWITCH, ADJUST / MODIFY	EA	5	500	$2,500.00
684-1-6	MANAGED FIELD ETHERNET SWITCH, REMOVE- CABINET TO REMAIN	EA	5	100	$500.00
684-6-AB - WIRELESS COMMUNICATION DEVICE					
684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET ACCESS POINT	EA	1	5000	$5,000.00
684-6-12	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET SUBSCRIBER UNIT	EA	1	4000	$4,000.00
684-6-13	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL SERIAL DATA UNIT	EA	1	1500	$1,500.00
684-6-30	WIRELESS COMMUNICATION DEVICE, INSTALL	EA	1	1200	$1,200.00
684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	1300	$1,300.00
684-6-60	WIRELESS COMMUNICATION DEVICE, REMOVE	EA	1	100	$100.00
685-1-AB - UNINTERRUPTIBLE POWER SUPPLY					
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	7500	$7,500.00
685-1-14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	EA	1	9000	$9,000.00
685-1-60	UNINTERRUPTIBLE POWER SUPPLY, REMOVE- POLE/CABINET REMAINS	EA	1	500	$500.00
700-11-ABC - ELECTRONIC DISPLAY SIGN - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-11-161	ELECTONIC DISPLAY SIGN, GRD/MT. AC POWERED, W/S.F.B. & BEACONS, FURNISH & INSTALL	AS	4	9500	$38,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
700-11-261	ELECTONIC DISPLAY SIGN, GRD/MT. SOLAR POWERED, W/S.F.B.& BEACONS, FURNISH & INSTALL	AS	4	10500	$42,000.00
700-12-AB - SIGN BEACON - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-12-11	SIGN BEACON, AC POWER, 1 BEACON) - FURNISH & INSTALL	AS	2	3500	$7,000.00
700-12-12	SIGN BEACON, AC POWER, 2 BEACONS) - FURNISH & INSTALL	AS	2	4000	$8,000.00
700-12-21	SIGN BEACON, SOLAR POWER, 1 BEACON - FURNISH & INSTALL	AS	2	6000	$12,000.00
700-12-22	SIGN BEACON, SOLAR POWER, 2 BEACONS, FURNISH & INSTALL	AS	2	6500	$13,000.00
	BID SCHEDULE 1 TOTAL: _____				**$40,000.00**

NOTE: SEE SCOPE OF SERVICES FOR INSTRUCTIONS TO BIDDERS AND PAY ITEMS NOTES

BID SCHEDULE 2 (LABOR AND MATERIAL BID ITEMS):

1	TECHNICIAN - IMSA LEVEL II (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	65	$81,575.00
2	TECHNICIAN - IMSA LEVEL III (MON-FRI, 8:00 AM-4:30 PM)	HR	80	75	$6,000.00
3	TECHNICIAN - IMSA LEVEL II (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	730	90	$65,700.00
4	TECHNICIAN - IMSA LEVEL III (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	100	$4,000.00
5	TECHNICIAN ASSISTANT (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	43	$53,965.00
6	TECHNICIAN ASSISTANT (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	63	$2,520.00
7	AERIAL BUCKET TRUCK (STANDARD)	HR	1200	25	$30,000.00
8	AERIAL BUCKET TRUCK (LARGE)	HR	55	35	$1,925.00
9	SERVICE TRUCK	HR	730	25	$18,250.00
10	MAINTENANCE OF TRAFFIC (MESSAGE BOARD RENTAL)	DAY	10	15	$150.00
11	UTILITY COORDINATION (SUNSHINE SPOTS)	PI	10	200	$2,000.00
12	TIMING IMPLEMENTATION	PI	5	500	$2,500.00
13	TIMING ADJUSTMENT, SYSTEMS (COORDINATED)	PI	5	500	$2,500.00
14	TIMING ADJUSTMENT, INTERSECTIONS (NON-COORDINATED)	PI	5	500	$2,500.00
15	BENCH TESTING (CONFLICT MONITOR)	EA	200	200	$40,000.00
16	TEMPORARY CONTROLLER/MONITOR RENTAL/DAY	DAY	25	25	$625.00
17	TEMPORARY TRAFFIC SIGNAL OPERATION, GENERATOR RENTAL/HR	HR	5	21	$105.00
18	TEMPORARY TRAFFIC SIGNAL CABINET, DURING KNOCK-DOWN RENTAL/DAY	DAY	5	11	$55.00
	GROUNDING ELECTRODE				
19	10 FT. 5/8" GROUND ROD	EA	100	25	$2,500.00
20	20 FT. 5/8" GROUND ROD	EA	50	57	$2,850.00
	MISCELLANEOUS CONDUIT:				
21	½" 10 FT. SECTION	EA	100	4	$400.00
22	1" 10 FT. SECTION	EA	100	5	$500.00
23	CONDUIT, 2" 10 FT. (ABOVE GROUND)	EA	200	16	$3,200.00
24	CONDUIT, 2" 10 FT. (UNDERGROUND)	EA	500	10	$5,000.00
25	CONDUIT, 2" 10 FT. (UNDER PAVEMENT/JACKED)	EA	500	30	$15,000.00
26	CONDUIT, 1" CLAMP	EA	100	0.55	$55.00
27	CONDUIT, 2" CLAMP	EA	100	1	$100.00
28	COUPLING, 1/2"	EA	50	0.15	$7.50
29	COUPLING, 1"/EA	EA	50	0.27	$13.50
30	COUPLING, 2"/EA	EA	200	1	$200.00
31	90-DEGREE ELBOW, ½"	EA	100	1	$100.00
32	90-DEGREE ELBOW, 1"	EA	100	1	$100.00
33	90-DEGREE ELBOW, 2"	EA	100	1.5	$150.00
	MISCELLANEOUS SIGNAL CABLE:				
34	20- CONDUCTOR	LF	250	3	$750.00
35	16-CONDUCTOR	LF	250	2.5	$625.00
36	12-CONDUCTOR	LF	250	2	$500.00
37	9-CONDUCTOR	LF	250	1.5	$375.00
38	7-CONDUCTOR	LF	1000	1.25	$1,250.00
39	2-CONDUCTOR/BELDEN "HOME RUN"	LF	1000	0.55	$550.00
	MISCELLANEOUS COMMUNICATION:				
40	INTERCONNECT CABLE/FSK WIRE (OVERHEAD) - 6-22-AL-F8	LF	1000	2	$2,000.00
41	INTERCONNECT CABLE/ FSK WIRE (UNDERGROUND)- 6-22-AL-F8	LF	1000	2	$2,000.00
42	BURIED CABLE WARNING MARKER (PER DETAIL)	EA	100	175	$17,500.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
43	ITS EXPRESS ITS 8020 FIBER SWITCH	EA	50	1000	$50,000.00
44	ITS EXPRESS ITS 80 SERIES POWER SUPPLY	EA	50	150	$7,500.00
	MISCELLANEOUS SPAN WIRE ASSEMBLY:				
45	ADJUSTABLE HANGER	EA	25	55	$1,375.00
46	DISCONNECT HANGER	EA	25	200	$5,000.00
47	EXTENSION HANGER	EA	25	40	$1,000.00
48	SPAN WIRE HANGER (2079-S) WITH SS BUSHING (SINGLE CABLE SUPPORT)	EA	25	45	$1,125.00
49	SPAN WIRE CLAMP	EA	25	45	$1,125.00
50	SIGN BRACKET/SPAN WIRE TYPE (1-WAY)	EA	5	200	$1,000.00
51	SIGN BRACKET/SPAN WIRE TYPE (2-WAY)	EA	5	250	$1,250.00
52	EYE BOLT	EA	25	12	$300.00
53	ALL THREAD/5/8"	LF	25	2	$50.00
54	GUY ANCHOR, 6"	EA	5	150	$750.00
55	GUY WIRE/¼"	LF	100	1	$100.00
56	GUY WIRE/3/8"	LF	500	1.15	$575.00
57	SPAN WIRE SPLICE/¼"	EA	25	40	$1,000.00
58	SPAN WIRE SPLICE/3/8"	EA	25	60	$1,500.00
58	GUY WIRE VISE/¼"	EA	25	13	$325.00
60	GUY WIRE VISE/3/8"	EA	25	40	$1,000.00
	MISCELLANEOUS PULL BOX OR JUNCTION BOX				
61	AERIAL JUNCTION BOX	EA	5	233	$1,165.00
62	MOUNTED JUNCTION BOX	EA	20	75	$1,500.00
	MISCELLANEOUS VEHICULAR SIGNAL AUXILIARIES				
63	12" RED LED MODULE	EA	25	60	$1,500.00
64	12" YELLOW LED MODULE	EA	25	60	$1,500.00
65	12" GREEN LED MODULE	EA	100	60	$6,000.00
66	12" RED ARROW LED MODULE	EA	15	60	$900.00
67	12" YELLOW ARROW LED MODULE	EA	15	60	$900.00
68	12" GREEN ARROW LED MODULE	EA	15	60	$900.00
69	12" YELLOW LED (12 VOLT)	EA	15	150	$2,250.00
70	3M OPTICAL SIGNAL LAMP	EA	15	125	$1,875.00
71	12" GEOMETRICALLY PROGRAMMED LOUVER	EA	10	265	$2,650.00
72	ASTRO BRACKET 110" SS CABLE	EA	10	255	$2,550.00
	MISCELLANEOUS PEDESTRIAN SIGNAL:				
73	PEDESTRIAN SIGNAL (LED COUNTDOWN MODULE)	EA	25	225	$5,625.00
74	PEDESTRIAN SIGNAL HOUSING (PED CAN)	EA	10	155	$1,550.00
75	4" SPUN ALUMINUM PEDESTAL (PEDESTRIAN SIGNAL, FLASHING BEACON)/EA	EA	25	500	$12,500.00
76	SLIP-FITTER 4½" /EA	EA	25	75	$1,875.00
77	2 WAY SIGNAL BRACKET KIT	EA	10	150	$1,500.00
	MISCELLANEOUS INDUCTIVE LOOP:				
78	SURGE ARRESTOR (INDUCTANCE LOOP AMPLIFIER)	EA	10	15	$150.00
79	HOME RUN CABLE (REPLACEMENT)	LF	500	2	$1,000.00
	MISCELLANEOUS VEHICLE DETECTION SYSTEM-VIDEO:				
80	ALDIS, 360 DEGREE 10" DIAMETER X 9" FISHEYE CAMERA	EA	1	10500	$10,500.00
81	ALDIS, GRIDSMART CONTROL UNIT FOR TS1 AND TS2 TRAFFIC CONTROL CABINETS	EA	1	10500	$10,500.00
82	12 FT. CAMERA EXTENSION ASSEMBLY	EA	5	300	$1,500.00
83	ITERIS RZ-4 ADVANCED WIDE DYNAMIC RANGE CAMERA	EA	2	5200	$10,400.00
84	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (SINGLE)	EA	2	5500	$11,000.00
85	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (DUAL)	EA	2	6800	$13,600.00
86	ITERIS VANTAGE EDGECONNECT VIDEO INTERFACE CARD	EA	2	3500	$7,000.00
87	16"-19" LCD MONITOR FOR VIDEO DETECTION SYSTEM	EA	5	1500	$7,500.00
88	VIDEO SURGE ARRESTOR CAT5	EA	5	400	$2,000.00
89	VIDEO SURGE ARRESTOR BNC	EA	5	100	$500.00
90	VIDEO CABLE CAT 5	LF	500	1	$500.00
91	VIDEO CABLE COMPOSITE	LF	500	1	$500.00
	MISCELLANEOUS PEDESTRIAN DETECTION SYSTEM:				
92	DETECTOR SIGN (PEDESTRIAN)	EA	50	45	$2,250.00
93	PUSH BUTTON (PEDESTRIAN DETECTOR STANDARD)	EA	50	85	$4,250.00
94	PUSH BUTTON (PEDESTRIAN DETECTOR ACCESSIBLE "AUDIBLE")	EA	10	1800	$18,000.00
95	PB-5100 8' ALUMINUM POLE	EA	10	500	$5,000.00
	MISCELLANEOUS TRAFFIC SIGNAL CONTROLLER:				

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
96	CONFLICT MONITOR/FUSE/½ AMP (SLO BLO)	EA	5	1	$5.00
97	CONFLICT MONITOR/FUSE/2 AMP	EA	5	1	$5.00
98	CONTROLLER FUSE/3/4/ AMP/24 VDC	EA	1	1	$1.00
99	CONTROLLER FUSE/1 ¼ AMP (SLO BLO)	EA	1	1	$1.00
100	PEEK/3000E/NEMA/TS-1/8 PHASE	EA	1	5000	$5,000.00
	CONTROLLER TYPE (INTERCONNECT FSK WIRE, CLOSED LOOP):				
101	PEEK ATC-1000 CONTROLLER	EA	5	5500	$27,500.00
102	MCCAIN ATC EX CONTROLLER, TS2 TYPE 1	EA	5	5500	$27,500.00
103	MCCAIN ATC EX NEMA CONTROLLER, TS2 TYPE 2	EA	5	5500	$27,500.00
	MISCELLANEOUS MANAGED FIELD ETHERNET SWITCH:				
104	ITS EXPRESS ITS 8040 12 PORT/LAYER2 HARDENED ETHERNET SWITCH	EA	5	1600	$8,000.00
105	ITS EXPRESS ITS VC-1000 TWISTED-PAIR CONVERTER(FSK)/EA	EA	5	725	$3,625.00
106	SIEMENS RUGGED VDSL, RS930L, 6 PORT ETHERNET SWITCH	EA	5	2260	$11,300.00
	MISCELLANEOUS WIRELESS COMMUNICATION DEVICE:				
107	ENCOM WIRELESS, COMMPAK IP SERIAL/ETHERNET BRIDGE	EA	1	1500	$1,500.00
108	ENCOM WIRELESS E-LITE 300MBPS UNIT, (COMPLETE)	EA	1	3200	$3,200.00
	MISCELLANEOUS UNINTERRUPTIBLE POWER SUPPLY:				
109	MYERS POWER PRODUCT UPS, MP2000, 1500W INVERTER	EA	1	3500	$3,500.00
110	TCS UPS PIGGY-BACK CABINET	EA	1	7000	$7,000.00
111	TCS GENERATOR TRANSFER SWITCH/EA	EA	1	1000	$1,000.00
	MISCELLANEOUS E.D.S. / SIGN BEACON ITEMS:				
112	PB-5100 12' ALUMINUM POLE	EA	5	200	$1,000.00
113	PB-5100 15' ALUMINUM POLE	EA	5	225	$1,125.00
114	PB-5100 18' ALUMINUM POLE	EA	5	300	$1,500.00
115	PB-5306 ANCHOR BOLTS	EA	100	15	$1,500.00
116	PB-5335 SQUARE ALUMINUM BASE WITH ALUMINUM DOOR	EA	25	400	$10,000.00
117	PB-5325 COLLAR ASSEMBLY FOR SQUARE BASE	EA	25	200	$5,000.00
118	SE-1100 4.5' OD POST MOUNTING KIT/EA	EA	25	50	$1,250.00
119	SE-1002 FLASHER CABINET ASSEMBLY WITH POLICE TYPE ONE LOCK	EA	5	800	$4,000.00
120	SE-0513 TRI-STUD ADAPTERS	EA	25	50	$1,250.00
121	SH-0206 U-BOLT SIGN ASSEMBLY KIT	EA	25	30	$750.00
122	CARMANAH R247 SERIES 24-HOUR FLASHING WARNING BEACON	AS	1	3700	$3,700.00
123	CARMANAH R820 SERIES CROSSWALK BEACON	AS	1	4600	$4,600.00
124	CARMANAH R829 SERIES/SCH ZONE BCN/W/CALENDAR-BASED SOFTWARE	AS	1	7500	$7,500.00
125	NAZTEC SERIES 100/365 DAY PROGRAMMABLE	EA	1	400	$400.00
126	RTC AP21/365 DAY PROGRAMMABLE	EA	10	1600	$16,000.00
127	ELTEC/NTC-17E/365 DAY PROGRAMMABLE	EA	1	500	$500.00
128	AP22/TIME SWITCH	EA	1	800	$800.00
129	CPR2102G/PAGER PROGRAMMABLE TIME SWITCH	EA	1	1400	$1,400.00
130	RTC, AP22/365 DAY PROGRAMMABLE	EA	1	1600	$1,600.00
131	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, SOLAR	EA	1	10000	$10,000.00
132	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, 120V	EA	1	10000	$10,000.00
133	IDC 1520 SPEED CHECK 15" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	10000	$10,000.00
134	IDC 1820 SPEED CHECK 18" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	10000	$10,000.00
135	IDC LED PANEL 15" DIGITS W/SLOW DOWN	EA	1	800	$800.00
136	IDC POLYCARBONATE WINDOW 15" DIGIT W/SLOW DOWN	EA	1	200	$200.00
137	IDC 15" (30" X 42") DIAMOND GRADE FLORESCENT YELLOW/GREEN	EA	1	500	$500.00
138	HR LLC APPROACH-ONLY RADAR UNIT	EA	1	1225	$1,225.00
139	ASC SOLAR CHARGE CONTROLLER (8 AMP)	EA	1	300	$300.00
140	IDC DEVISE/MANAGER, CONTROLLER BOARD, PROGRAMMABLE WIRELESS	EA	1	700	$700.00
141	MORNINGSTAR/SUNSAVER SOLAR CHARGE CONTROLLER (10 AMP)	EA	1	700	$700.00
142	55 WATT, SOLAR POWER PANEL KIT COMPLETE FOR SPEED CHECK DISPLAYS	EA	1	1650	$1,650.00
143	SOLAR PANEL RACKING	EA	1	230	$230.00
144	SOLAR POLE-MOUNTED BATTERY BOX	EA	1	525	$525.00
	EMERGENCY GENERATOR POWER HOOK-UP:				
145	(INC PRE-ASSEMBLED HARNESS/GASKET/CLAMP/SPLICE/PER FDOT D-3 SPEC)	AS	1	500	$500.00
	MISCELLANEOUS SIGNALIZATION EQUIPMENT:				
146	PEEK DOUBLE DIAMOND NEMA/TS-1/CMU	EA	1	1300	$1,300.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
147	EDI CONFLICT MONITOR	EA	1	835	$835.00
148	LOAD SWITCH	EA	200	40	$8,000.00
149	FLASH TRANSFER RELAY	EA	25	40	$1,000.00
150	SURGE ARRESTOR (CLOSED LOOP COMMUNICATION LINE)	EA	1	100	$100.00
151	SOLAR SYSTEM/12V SEALED BATTERY 55 AMP	EA	10	450	$4,500.00
152	SOLAR SYSTEM/12V SEALED BATTERY 105 AMP	EA	10	600	$6,000.00
153	POWER SUPPLY/PEEK NEMA PS 100	EA	1	800	$800.00
154	CABINET FAN	EA	10	30	$300.00
155	POLICE MANUAL CONTROL BUTTON	EA	1	112	$112.00
156	PEDESTRIAN ISOLATOR BOARD (TCS CABINET)	EA	1	600	$600.00
157	PEDESTRIAN ISOLATOR BOARD (PEEK NEMA CABINET)	EA	10	300	$3,000.00
158	¼" NAIL-IN ANCHOR/EA	EA	200	1	$200.00
159	BLACKTOP PATCH	EA	50	10	$500.00
160	#12 FORK TERMINALS	EA	1000	0.4	$400.00
161	TIE WRAPS	EA	1000	0.5	$500.00
162	#6 THHN WIRE	LF	100	1.5	$150.00
163	SEOW OR "SO" 10-3, AWG COPPER CABLE	LF	500	1	$500.00
164	HAND HOLE COVER (MAST ARM)	EA	10	300	$3,000.00
165	FOUNDATION (CONTROLLER CABINET)	EA	5	500	$2,500.00
166	CONCRETE PAD	EA	5	300	$1,500.00
167	24"X48" CONCRETE BASE W/GROUND ROD	EA	10	800	$8,000.00
168	ANCHOR BOLTS	EA	100	15	$1,500.00
169	EDI, PS 200 SHELF/POWER SUPPLY	EA	5	665	$3,325.00
170	EDI, TS-2 TYPE 1, BUS INTERFACE UNIT CARD	EA	10	500	$5,000.00
171	MISCELLANEOUS CONCRETE	SY	100	120	$12,000.00
	BID SCHEDULE 2 TOTAL				$901,425.00
				Total	$941,425.00
PERFORMANCE & PAYMENT BOND, IF REQUIRED PER TASK (NOT TO BE INCLUDED IN EVALUATION FOR "LOW BID")		Per $1000			

Bid Tabulation - PD 16-17.083 Signal Response Maintenance

*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

BID SCHEDULE 1 (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS): Ingram Signalization,Inc.

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	200	$ 100.00	$20,000.00
522-1-00	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	400	$ 210.00	$84,000.00
522-2-00	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	400	$ 300.00	$120,000.00
620-2-AB - GROUNDING ELECTROID					
620-2-11	10 FT. 5/8" GROUND ROD, FURNISH & INSTALL	EA	100	$ 100.00	$10,000.00
620-2-21	20 FT. 5/8" GROUND ROD ASSEMBLY, FURNISH & INSTALL	AS	50	$ 200.00	$10,000.00
630-2-AB - CONDUIT - 1/2" - 2"					
630-2-12	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, DIRECTIONAL BORE	LF	300	$ 13.00	$3,900.00
630-2-11	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, OPEN TRENCH	LF	500	$ 6.00	$3,000.00
630-2-14	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, ABOVEGROUND	LF	100	$ 9.00	$900.00
630-2-15	CONDUIT, SCHEDULE 80, FURNISH & INSTALL, BRIDGE MOUNT	LF	400	$ 10.00	$4,000.00
630-2-20	CONDUIT, FURNISH & INSTALL, JACK & BORE UNDER RAILROAD	LF	300	$ 25.00	$7,500.00
630-2-65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	400	$ 1.50	$600.00
632-7-A - IMSA SIGNAL CABLE					
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	5	$ 3,000.00	$15,000.00
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	1000	$ 6.00	$6,000.00
632-7-4	SIGNAL CABLE, ADJUST/MODIFY	PI	10	$ 560.00	$5,600.00
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	5	$ 125.00	$625.00
632-7-7	SIGNAL CABLE, REMOVE- OUTSIDE OF INTERSECTION	LF	5	$ 1.00	$5.00
633-1ABC - COMMUNICATION - FIBER OPTIC CABLE					
633-1111	FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	1000	$ 1.58	$1,580.00
633-1112	FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	1000	$ 2.10	$2,100.00
633-1113	FIBER OPTIC CABLE, F&I, OVERHEAD,49-96 FIBERS	LF	1000	$ 3.22	$3,220.00
633-1114	FIBER OPTIC CABLE, F&I, OVERHEAD,97-144 FIBERS	LF	1000	$ 4.30	$4,300.00
633-1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	1000	$ 1.55	$1,550.00
633-1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	1000	$ 2.00	$2,000.00
633-1123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	1000	$ 3.10	$3,100.00
633-1124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97 - 144 FIBERS	LF	1000	$ 4.00	$4,000.00
633-1310	FIBER OPTIC CABLE, INSTALL, OVERHEAD	LF	1000	$ 2.00	$2,000.00
633-1320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND	LF	1000	$ 2.00	$2,000.00
633-1410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	1000	$ 3.00	$3,000.00
633-1420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	1000	$ 8.50	$8,500.00
633-1610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	LF	1000	$ 1.00	$1,000.00
633-1620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1000	$ 1.00	$1,000.00
633-2-AB - FIBER OPTIC CONNECTIONS					
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	500	$ 50.00	$25,000.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	500	$ 50.00	$25,000.00
633-3-AB - FIBER OPTIC CONNECTION HARDWARE					
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	5	$ 750.00	$3,750.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	5	$ 300.00	$1,500.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	5	$ 235.00	$1,175.00
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	5	$ 220.00	$1,100.00
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	5	$ 300.00	$1,500.00
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	5	$ 550.00	$2,750.00
633-3-41	FIBER OPTIC CONNECTION HARDWARE, RELOCATE SPLICE ENCLOSURE	EA	5	$ 200.00	$1,000.00
633-4-A - COMMUNICATION CABLE - COPPER TWISTED-PAIR CABLE					
633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	500	$ 2.25	$1,125.00
633-4-4	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, RELOCATE	LF	500	$ 1.30	$650.00

633-4-6	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, REMOVE	LF	500	$ 1.00	$500.00
634-4ABC - SPAN WIRE ASSEMBLY					
634-4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	4	$ 400.00	$1,600.00
634-4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	4	$ 400.00	$1,600.00
634-4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	4	$ 1,200.00	$4,800.00
634-4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	2	$ 3,500.00	$7,000.00
634-4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	2	$ 200.00	$400.00
634-4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	2	$ 800.00	$1,600.00
634-4400	SPAN WIRE ASSEMBLY, ADJUST	PI	2	$ 500.00	$1,000.00
634-4600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	2	$ 100.00	$200.00
634-4700	SPAN WIRE ASSEMBLY, RE-TENSION CABLE - MAINTENANCE ONLY	PI	2	$ 500.00	$1,000.00
634-5-A - FIBERGLASS INSULATOR					
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	10	$ 100.00	$1,000.00
634-6-A - MESSENGER WIRE					
634-6-1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	10	$ 2.00	$20.00
635-2-AB - PULL BOX OR JUNCTION BOX					
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10	$ 800.00	$8,000.00
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	10	$ 1,500.00	$15,000.00
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	10	$ 2,500.00	$25,000.00
635-2-30	PULL & SPLICE BOX, INSTALL	EA	5	$ 600.00	$3,000.00
635-2-30	PULL & SPLICE BOX, REMOVE	EA	5	$ 100.00	$500.00
635-2-40	PULL & SPLICE BOX, RELOCATE	EA	5	$ 500.00	$2,500.00
635-2-50	PULL & SPLICE BOX, REPAIR	EA	5	$ 250.00	$1,250.00
635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	10	$ 80.00	$800.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	10	$ 50.00	$500.00
635-3-40	JUNCTION BOX, RELOCATE	EA	5	$ 50.00	$250.00
639-1ABC - ELECTRICAL POWER SERVICE					
639-1112	ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY POWER COMPANY - FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1113	ELECTRICAL POWER SERVICE, OVERHEAD METER NOT REQUIRED- FURNISHED & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1121	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY POWER COMPANY- FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1122	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY CONTRACTOR- FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1123	ELECTRICAL POWER SERVICE, UNDERGROUND, METER NOT REQUIRED - FURNISHED & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1410	ELECTRICAL POWER SERVICE, RELOCATE OVERHEAD	AS	1	$ 200.00	$200.00
639-1420	ELECTRICAL POWER SERVICE, RELOCATE, UNDERGROUND	AS	1	$ 1,200.00	$1,200.00
639-1610	ELECTRICAL POWER SERVICE, REMOVE OVERHEAD	AS	1	$ 150.00	$150.00
639-1620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1	$ 150.00	$150.00
639-2-A - ELECTRICAL SERVICE WIRE					
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	500	$ 2.00	$1,000.00
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	LF	500	$ 1.25	$625.00
639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	500	$ 1.00	$500.00
639-3-AB - ELECTRICAL SERVICE DISCONNECT					
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	5	$ 100.00	$500.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	$ 155.00	$775.00
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5	$ 30.00	$150.00
641-2-AB - PRE-STRESSED CONCRETE POLE					
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	4	$ 2,000.00	$8,000.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	$ 1,000.00	$4,000.00
641-2-14	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV:**				$0.00
	20' - 26'	EA	1	$ 1,011.00	$1,011.00
	28' - 34'	EA	1	$ 1,131.00	$1,131.00

	36' - 42'	EA	1	$ 1,500.00	$1,500.00
	42' - 50'	EA	1	$ 1,600.00	$1,600.00
641-2-15	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-V:**				$0.00
	20' - 26'	EA	1	$ 1,526.00	$1,526.00
	28' - 34'	EA	1	$ 1,835.00	$1,835.00
	36' - 42'	EA	1	$ 4,000.00	$4,000.00
	42' - 50'	EA	1	$ 5,195.00	$5,195.00
641-2-16	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI:**				$0.00
	20' - 26'	EA	1	$ 1,670.00	$1,670.00
	28' - 34'	EA	1	$ 2,020.00	$2,020.00
	36' - 42'	EA	1	$ 4,200.00	$4,200.00
	42' - 50'	EA	1	$ 5,965.00	$5,965.00
641-2-17	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII:**				$0.00
	20' - 26'	EA	1	$ 1,970.00	$1,970.00
	28' - 34'	EA	1	$ 2,500.00	$2,500.00
	36' - 42'	EA	1	$ 5,000.00	$5,000.00
	42' - 50'	EA	1	$ 6,640.00	$6,640.00
641-2-18	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII:**				$0.00
	20' - 26'	EA	1	$ 2,000.00	$2,000.00
	28' - 34'	EA	1	$ 2,665.00	$2,665.00
	36' - 42'	EA	1	$ 5,200.00	$5,200.00
	42' - 50'	EA	1	$ 6,900.00	$6,900.00
641-2-30	PRESTRESSED CONCRETE POLE, INSTALL	EA			$0.00
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL, PEDESTAL/SERVICE POLE	EA	1	$ 155.00	$155.00
641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	1	$ 1,200.00	$1,200.00
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	1	$ 2,000.00	$2,000.00
643-6AB - WOOD POLE					
643-600	STRAIN POLE, WOOD, REMOVE	EA	1	$ 400.00	$400.00
643-601	STRAIN POLE, WOOD, F&I _ 35'-CLASS 5	EA	1	$ 1,000.00	$1,000.00
643-602	STRAIN POLE, WOOD, F&I _ 16'X6" (TOP)-.60 CCA SYP POLE (TREATED)	EA	1	$ 700.00	$700.00
646-1-AB - PEDESTAL AND PEDESTRIAN POST					
646-1-11	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTAL	EA	5	$ 2,000.00	$10,000.00
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	5	$ 300.00	$1,500.00
646-1-30	ALUMINUM SIGNALS POLE, INSTALL	EA	5	$ 1,700.00	$8,500.00
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	5	$ 200.00	$1,000.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	5	$ 150.00	$750.00
650-1-AB - TRAFFIC SIGNAL ASSEMBLY					
650-1-11	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 1 WAY	AS	5	$ 660.00	$3,300.00
650-1-12	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 2-4 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 3 SECTION, 1 WAY	AS	5	$ 7,000.00	$35,000.00
650-1-16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 4 SECTION, 1 WAY	AS	5	$ 800.00	$4,000.00
650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION STRAIGHT, 1 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	$ 1,200.00	$6,000.00
650-1-24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 3 SECTION, 1 WAY	AS	5	$ 700.00	$3,500.00
650-1-25	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 12" 3 SECTION, 2-4 WAYS	AS	5	$ 1,000.00	$5,000.00
650-1-26	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 4 SECTION, 1 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-29	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W ALUMIN, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	$ 1,200.00	$6,000.00
650-1-34	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12 " 3 SECTION, 1 WAY	AS	1	$ 865.00	$865.00
650-1-36	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 4 SECTION, 1 WAY	AS	1	$ 1,100.00	$1,100.00
650-1-38	TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 12" 5 SECTION STRAIGHT, 1 WAY	AS	1	$ 1,200.00	$1,200.00

650-1-39	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 5 SECTION CLUSTER, 1 WAY	AS	1	$ 1,200.00	$1,200.00
650-1-50	TRAFFIC SIGNAL, INSTALL	AS	1	$ 250.00	$250.00
650-1-60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	5	$ 50.00	$250.00
650-2ABC - VEHICULAR SIGNAL AUXILIARIES (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
650-2102	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, BACKPLATE- BLACK WITH RETRO-REFLECTIVE BORDER	EA	100	$ 190.00	$19,000.00
650-2105	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, TUNNEL VISOR	EA	100	$ 50.00	$5,000.00
650-2106	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, 12" LED STANDARD MODULE	EA	50	$ 300.00	$15,000.00
650-2108	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, ADD SECTION TO EXISTING SIGNAL ASSEMBLY	EA	100	$ 100.00	$10,000.00
653-1-AB - PEDESTRIAN SIGNAL					
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	10	$ 1,000.00	$10,000.00
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	5	$ 1,500.00	$7,500.00
653-1-40	PEDESTRIAN SIGNAL, RELOCATE	AS	5	$ 400.00	$2,000.00
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	10	$ 85.00	$850.00
654-1-AB - IN ROADWAY LIGHT ASSEMBLY -(WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
654-1-10	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY	AS	1	$ 31,000.00	$31,000.00
654-1-20	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY	AS	1	$ 31,000.00	$31,000.00
654-1-21	IN-ROADWAY LIGHT FIXTURE, FURNISH & INSTALL- SOLAR POWERED	EA	1	$ 1,850.00	$1,850.00
654-1-22	IN-ROADWAY LIGHT CABINET, FURNISH & INSTALL- SOLAR POWERED	EA	1	$ 3,500.00	$3,500.00
654-2-AB - RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB)					
654-2-11	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	$ 7,200.00	$7,200.00
654-2-12	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	$ 8,925.00	$8,925.00
654-2-14	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, SIGNS AND RRFB UNIT	EA	1	$ 9,200.00	$9,200.00
654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	$ 7,200.00	$7,200.00
654-2-22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	$ 8,925.00	$8,925.00
654-2-30	RECTANGULAR RAPID FLASHING BEACON, INSTALL	AS	1	$ 2,500.00	$2,500.00
654-2-40	RECTANGULAR RAPID FLASHING BEACON, RELOCATE	AS	1	$ 2,500.00	$2,500.00
654-2-50	RECTANGULAR RAPID FLASHING BEACON, ADJUST/MODIFY	AS	1	$ 500.00	$500.00
654-2-60	RECTANGULAR RAPID FLASHING BEACON, REMOVE	AS	1	$ 200.00	$200.00
654-2-73	RECTANGULAR RAPID FLASHING BEACON, REPLACE BATTERY-55 AMP.	EA	1	$ 500.00	$500.00
660-1ABC - LOOP DETECTORS - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-1101	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1102	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1103	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1104	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1106	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1107	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 325.00	$3,250.00
660-1109	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	$ 350.00	$3,500.00
660-1110	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1111	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 350.00	$3,500.00

660-1112	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	$ 400.00	$4,000.00
660-1300	LOOP DETECTOR INDUCTIVE, INSTALL	EA	10	$ 155.00	$1,550.00
660-1400	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1600	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 325.00	$3,250.00
660-2ABC - LOOP ASSEMBLY - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-2101	LOOP ASSEMBLY - TYPE A (6'X50')- FURNISH & INSTALL	AS	1	$ 2,000.00	$2,000.00
660-2102	LOOP ASSEMBLY- TYPE B (6'X6')- FURNISH & INSTALL	AS	1	$ 1,800.00	$1,800.00
660-2106	LOOP ASSEMBLY - TYPE F (6'X50')- FURNISH & INSTALL	AS	1	$ 2,500.00	$2,500.00
660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO					
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	$ 15,500.00	$15,500.00
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1	$ 6,000.00	$6,000.00
660-4-30	VEHICLE DETECTION SYSTEM- VIDEO, INSTALL	EA	1	$ 7,000.00	$7,000.00
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	1	$ 1,125.00	$1,125.00
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	1	$ 840.00	$840.00
660-4-51	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY CABINET EQUIPMENT	EA	1	$ 1,200.00	$1,200.00
660-4-52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	EA	1	$ 1,500.00	$1,500.00
660-4-60	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	EA	1	$ 150.00	$150.00
660-4-80	VEHICLE DETECTION SYSTEM- VIDEO, PREVENTIVE MAINTENANCE	EA	1	$ 300.00	$300.00
665-1-AB - PEDESTRIAN DETECTOR					
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	10	$ 155.00	$1,550.00
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	10	$ 1,645.00	$16,450.00
665-1-30	PEDESTRIAN DETECTOR, INSTALL	EA	5	$ 100.00	$500.00
665-1-40	PEDESTRIAN DETECTOR, RELOCATE	EA	5	$ 125.00	$625.00
665-1-50	PEDESTRIAN DETECTOR, ADJUST/MODIFY ON EXISTING POLE	EA	5	$ 155.00	$775.00
665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	5	$ 42.00	$210.00
670-5ABC - TRAFFIC SIGNAL CONTROLLER ASSEMBLY					
670-5110	TRAFFIC CONTROLLER ASSEMBLY, NEMA - FURNISH & INSTALL	AS	1	$ 22,000.00	$22,000.00
670-5111	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 1 PREEMPTION - FURNISH & INSTALL	AS	1	$ 23,000.00	$23,000.00
670-5112	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 2 PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,000.00	$25,000.00
670-5150	TRAFFIC CONTROLLER ASSEMBLY, ATC, NO PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,000.00	$25,000.00
670-5151	TRAFFIC CONTROLLER ASSEMBLY, ATC, 1 PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,500.00	$25,500.00
670-5152	TRAFFIC CONTROLLER ASSEMBLY, ATC, 2 PREEMPTION - FURNISH & INSTALL	AS	1	$ 26,000.00	$26,000.00
670-5300	TRAFFIC CONTROLLER ASSEMBLY, INSTALL	AS	1	$ 1,500.00	$1,500.00
670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	$ 600.00	$600.00
670-5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	AS	1	$ 2,500.00	$2,500.00
670-5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	$ 450.00	$450.00
671-2-AB - TRAFFIC SIGNAL CONTROLLER					
671-2-11	TRAFFIC CONTROLLER WITHOUT CABINET, NEMA, FURNISH & INSTALL IN EXISTING CABINET	EA	1	$ 5,500.00	$5,500.00
671-2-13	TRAFFIC CONTROLLER WITHOUT CABINET, ATC, FURNISH & INSTALL IN EXISTING CABINET	EA	1	$ 5,500.00	$5,500.00
671-2-30	TRAFFIC CONTROLLER, INSTALL	EA	1	$ 1,500.00	$1,500.00
671-2-40	TRAFFIC CONTROLLER, MODIFY	EA	1	$ 500.00	$500.00
671-2-50	TRAFFIC CONTROLLER, RELOCATE- WITHOUT CABINET	EA	1	$ 1,200.00	$1,200.00
671-2-60	TRAFFIC CONTROLLER, REMOVE- CABINET TO REMAIN	EA	1	$ 150.00	$150.00
684-1-A - MANAGED FIELD ETHERNET SWITCH (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	5	$ 3,100.00	$15,500.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	EA	5	$ 300.00	$1,500.00
684-1-4	MANAGED FIELD ETHERNET SWITCH, RELOCATE	EA	5	$ 400.00	$2,000.00
684-1-5	MANAGED FIELD ETHERNET SWITCH, ADJUST / MODIFY	EA	5	$ 500.00	$2,500.00
684-1-6	MANAGED FIELD ETHERNET SWITCH, REMOVE- CABINET TO REMAIN	EA	5	$ 100.00	$500.00
684-6-AB - WIRELESS COMMUNICATION DEVICE					
684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET ACCESS POINT	EA	1	$ 5,000.00	$5,000.00
684-6-12	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET SUBSCRIBER UNIT	EA	1	$ 4,000.00	$4,000.00
684-6-13	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL SERIAL DATA UNIT	EA	1	$ 1,500.00	$1,500.00
684-6-30	WIRELESS COMMUNICATION DEVICE, INSTALL	EA	1	$ 1,200.00	$1,200.00
684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	$ 1,300.00	$1,300.00
684-6-60	WIRELESS COMMUNICATION DEVICE, REMOVE	EA	1	$ 100.00	$100.00
685-1-AB - UNINTERRUPTIBLE POWER SUPPLY					

685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	$ 7,500.00	$7,500.00
685-1-14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	EA	1	$ 9,000.00	$9,000.00
685-1-60	UNINTERRUPTIBLE POWER SUPPLY, REMOVE- POLE/CABINET REMAINS	EA	1	$ 500.00	$500.00
700-11-ABC - ELECTRONIC DISPLAY SIGN - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-11-161	ELECTONIC DISPLAY SIGN, GRD/MT. AC POWERED, W/S.F.B. & BEACONS, FURNISH & INSTALL	AS	4	$ 9,500.00	$38,000.00
700-11-261	ELECTONIC DISPLAY SIGN, GRD/MT. SOLAR POWERED, W/S.F.B.& BEACONS, FURNISH & INSTALL	AS	4	$ 10,500.00	$42,000.00
700-12-AB - SIGN BEACON - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-12-11	SIGN BEACON, AC POWER, 1 BEACON) - FURNISH & INSTALL	AS	2	$ 3,500.00	$7,000.00
700-12-12	SIGN BEACON, AC POWER, 2 BEACONS) - FURNISH & INSTALL	AS	2	$ 4,000.00	$8,000.00
700-12-21	SIGN BEACON, SOLAR POWER, 1 BEACON - FURNISH & INSTALL	AS	2	$ 6,000.00	$12,000.00
700-12-22	SIGN BEACON, SOLAR POWER, 2 BEACONS, FURNISH & INSTALL	AS	2	$ 6,500.00	$13,000.00
	BID SCHEDULE 1 TOTAL:				$1,292,123.00 *

*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

BID SCHEDULE 2 (LABOR AND MATERIAL BID ITEMS):					
1	TECHNICIAN - IMSA LEVEL II (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	$ 65.00	$81,575.00
2	TECHNICIAN - IMSA LEVEL III (MON-FRI, 8:00 AM-4:30 PM)	HR	80	$ 75.00	$6,000.00
3	TECHNICIAN - IMSA LEVEL II (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	730	$ 90.00	$65,700.00
4	TECHNICIAN - IMSA LEVEL III (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	$ 100.00	$4,000.00
5	TECHNICIAN ASSISTANT (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	$ 43.00	$53,965.00
6	TECHNICIAN ASSISTANT (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	$ 63.00	$2,520.00
7	AERIAL BUCKET TRUCK (STANDARD)	HR	1200	$ 25.00	$30,000.00
8	AERIAL BUCKET TRUCK (LARGE)	HR	55	$ 35.00	$1,925.00
9	SERVICE TRUCK	HR	730	$ 25.00	$18,250.00
10	MAINTENANCE OF TRAFFIC (MESSAGE BOARD RENTAL)	DAY	10	$ 15.00	$150.00
11	UTILITY COORDINATION (SUNSHINE SPOTS)	PI	10	$ 200.00	$2,000.00
12	TIMING IMPLEMENTATION	PI	5	$ 500.00	$2,500.00
13	TIMING ADJUSTMENT, SYSTEMS (COORDINATED)	PI	5	$ 500.00	$2,500.00
14	TIMING ADJUSTMENT, INTERSECTIONS (NON-COORDINATED)	PI	5	$ 500.00	$2,500.00
15	BENCH TESTING (CONFLICT MONITOR)	EA	200	$ 200.00	$40,000.00
16	TEMPORARY CONTROLLER/MONITOR RENTAL/DAY	DAY	25	$ 25.00	$625.00
17	TEMPORARY TRAFFIC SIGNAL OPERATION, GENERATOR RENTAL/HR	HR	5	$ 21.00	$105.00
18	TEMPORARY TRAFFIC SIGNAL CABINET, DURING KNOCK-DOWN RENTAL/DAY	DAY	5	$ 11.00	$55.00
	GROUNDING ELECTRODE				
19	10 FT. 5/8" GROUND ROD	EA	100	$ 25.00	$2,500.00
20	20 FT. 5/8" GROUND ROD	EA	50	$ 57.00	$2,850.00
	MISCELLANEOUS CONDUIT:				
21	½" 10 FT. SECTION	EA	100	$ 4.00	$400.00
22	1" 10 FT. SECTION	EA	100	$ 5.00	$500.00
23	CONDUIT, 2" 10 FT. (ABOVE GROUND)	EA	200	$ 16.00	$3,200.00
24	CONDUIT, 2" 10 FT. (UNDERGROUND)	EA	500	$ 10.00	$5,000.00
25	CONDUIT, 2" 10 FT. (UNDER PAVEMENT/JACKED)	EA	500	$ 30.00	$15,000.00
26	CONDUIT, 1" CLAMP	EA	100	$ 0.55	$55.00
27	CONDUIT, 2" CLAMP	EA	100	$ 1.00	$100.00
28	COUPLING, 1/2"	EA	50	$ 0.15	$7.50
29	COUPLING, 1"/EA	EA	50	$ 0.27	$13.50
30	COUPLING, 2"/EA	EA	200	$ 1.00	$200.00
31	90-DEGREE ELBOW, ½"	EA	100	$ 1.00	$100.00
32	90-DEGREE ELBOW, 1"	EA	100	$ 1.00	$100.00
33	90-DEGREE ELBOW, 2"	EA	100	$ 1.50	$150.00
	MISCELLANEOUS SIGNAL CABLE:				
34	20- CONDUCTOR	LF	250	$ 3.00	$750.00
35	16-CONDUCTOR	LF	250	$ 2.50	$625.00
36	12-CONDUCTOR	LF	250	$ 2.00	$500.00

37	9-CONDUCTOR	LF	250	$ 1.50	$375.00
38	7-CONDUCTOR	LF	1000	$ 1.25	$1,250.00
39	2-CONDUCTOR/BELDEN "HOME RUN"	LF	1000	$ 0.55	$550.00
	MISCELLANEOUS COMMUNICATION:				
40	INTERCONNECT CABLE/FSK WIRE (OVERHEAD) - 6-22-AL-F8	LF	1000	$ 2.00	$2,000.00
41	INTERCONNECT CABLE/ FSK WIRE (UNDERGROUND)- 6-22-AL-F8	LF	1000	$ 2.00	$2,000.00
42	BURIED CABLE WARNING MARKER (PER DETAIL)	EA	100	$ 175.00	$17,500.00
43	ITS EXPRESS ITS 8020 FIBER SWITCH	EA	50	$ 1,000.00	$50,000.00
44	ITS EXPRESS ITS 80 SERIES POWER SUPPLY	EA	50	$ 150.00	$7,500.00
	MISCELLANEOUS SPAN WIRE ASSEMBLY:				
45	ADJUSTABLE HANGER	EA	25	$ 55.00	$1,375.00
46	DISCONNECT HANGER	EA	25	$ 200.00	$5,000.00
47	EXTENSION HANGER	EA	25	$ 40.00	$1,000.00
48	SPAN WIRE HANGER (2079-S) WITH SS BUSHING (SINGLE CABLE SUPPORT)	EA	25	$ 45.00	$1,125.00
49	SPAN WIRE CLAMP	EA	25	$ 45.00	$1,125.00
50	SIGN BRACKET/SPAN WIRE TYPE (1-WAY)	EA	5	$ 200.00	$1,000.00
51	SIGN BRACKET/SPAN WIRE TYPE (2-WAY)	EA	5	$ 250.00	$1,250.00
52	EYE BOLT	EA	25	$ 12.00	$300.00
53	ALL THREAD/5/8"	LF	25	$ 2.00	$50.00
54	GUY ANCHOR, 6"	EA	5	$ 150.00	$750.00
55	GUY WIRE/¼"	LF	100	$ 1.00	$100.00
56	GUY WIRE/3/8"	LF	500	$ 1.15	$575.00
57	SPAN WIRE SPLICE/¼"	EA	25	$ 40.00	$1,000.00
58	SPAN WIRE SPLICE/3/8"	EA	25	$ 60.00	$1,500.00
58	GUY WIRE VISE/¼"	EA	25	$ 13.00	$325.00
60	GUY WIRE VISE/3/8"	EA	25	$ 40.00	$1,000.00
	MISCELLANEOUS PULL BOX OR JUNCTION BOX				
61	AERIAL JUNCTION BOX	EA	5	$ 233.00	$1,165.00
62	MOUNTED JUNCTION BOX	EA	20	$ 75.00	$1,500.00
	MISCELLANEOUS VEHICULAR SIGNAL AUXILIARIES				
63	12" RED LED MODULE	EA	25	$ 60.00	$1,500.00
64	12" YELLOW LED MODULE	EA	25	$ 60.00	$1,500.00
65	12" GREEN LED MODULE	EA	100	$ 60.00	$6,000.00
66	12" RED ARROW LED MODULE	EA	15	$ 60.00	$900.00
67	12" YELLOW ARROW LED MODULE	EA	15	$ 60.00	$900.00
68	12" GREEN ARROW LED MODULE	EA	15	$ 60.00	$900.00
69	12" YELLOW LED (12 VOLT)	EA	15	$ 150.00	$2,250.00
70	3M OPTICAL SIGNAL LAMP	EA	15	$ 125.00	$1,875.00
71	12" GEOMETRICALLY PROGRAMMED LOUVER	EA	10	$ 265.00	$2,650.00
72	ASTRO BRACKET 110" SS CABLE	EA	10	$ 255.00	$2,550.00
	MISCELLANEOUS PEDESTRIAN SIGNAL:				
73	PEDESTRIAN SIGNAL (LED COUNTDOWN MODULE)	EA	25	$ 225.00	$5,625.00
74	PEDESTRIAN SIGNAL HOUSING (PED CAN)	EA	10	$ 155.00	$1,550.00
75	4" SPUN ALUMINUM PEDESTAL (PEDESTRIAN SIGNAL, FLASHING BEACON)/EA	EA	25	$ 500.00	$12,500.00
76	SLIP-FITTER 4½" /EA	EA	25	$ 75.00	$1,875.00
77	2 WAY SIGNAL BRACKET KIT	EA	10	$ 150.00	$1,500.00
	MISCELLANEOUS INDUCTIVE LOOP:				
78	SURGE ARRESTOR (INDUCTANCE LOOP AMPLIFIER)	EA	10	$ 15.00	$150.00
79	HOME RUN CABLE (REPLACEMENT)	LF	500	$ 2.00	$1,000.00
	MISCELLANEOUS VEHICLE DETECTION SYSTEM-VIDEO:				
80	ALDIS, 360 DEGREE 10" DIAMETER X 9" FISHEYE CAMERA	EA	1	$ 10,500.00	$10,500.00
81	ALDIS, GRIDSMART CONTROL UNIT FOR TS1 AND TS2 TRAFFIC CONTROL CABINETS	EA	1	$ 10,500.00	$10,500.00
82	12 FT. CAMERA EXTENSION ASSEMBLY	EA	5	$ 300.00	$1,500.00
83	ITERIS RZ-4 ADVANCED WIDE DYNAMIC RANGE CAMERA	EA	2	$ 5,200.00	$10,400.00
84	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (SINGLE)	EA	2	$ 5,500.00	$11,000.00
85	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (DUAL)	EA	2	$ 6,800.00	$13,600.00
86	ITERIS VANTAGE EDGECONNECT VIDEO INTERFACE CARD	EA	2	$ 3,500.00	$7,000.00
87	16"-19" LCD MONITOR FOR VIDEO DETECTION SYSTEM	EA	5	$ 1,500.00	$7,500.00

88	VIDEO SURGE ARRESTOR CAT5	EA	5	$ 400.00	$2,000.00
89	VIDEO SURGE ARRESTOR BNC	EA	5	$ 100.00	$500.00
90	VIDEO CABLE CAT 5	LF	500	$ 1.00	$500.00
91	VIDEO CABLE COMPOSITE	LF	500	$ 1.00	$500.00
	MISCELLANEOUS PEDESTRIAN DETECTION SYSTEM:				
92	DETECTOR SIGN (PEDESTRIAN)	EA	50	$ 45.00	$2,250.00
93	PUSH BUTTON (PEDESTRIAN DETECTOR STANDARD)	EA	50	$ 85.00	$4,250.00
94	PUSH BUTTON (PEDESTRIAN DETECTOR ACCESSIBLE "AUDIBLE")	EA	10	$ 1,800.00	$18,000.00
95	PB-5100 8' ALUMINUM POLE	EA	10	$ 500.00	$5,000.00
	MISCELLANEOUS TRAFFIC SIGNAL CONTROLLER:				
96	CONFLICT MONITOR/FUSE/½ AMP (SLO BLO)	EA	5	$ 1.00	$5.00
97	CONFLICT MONITOR/FUSE/2 AMP	EA	5	$ 1.00	$5.00
98	CONTROLLER FUSE/3/4/ AMP/24 VDC	EA	1	$ 1.00	$1.00
99	CONTROLLER FUSE/1 ¼ AMP (SLO BLO)	EA	1	$ 1.00	$1.00
100	PEEK/3000E/NEMA/TS-1/8 PHASE	EA	1	$ 5,000.00	$5,000.00
	CONTROLLER TYPE (INTERCONNECT FSK WIRE, CLOSED LOOP):				
101	PEEK ATC-1000 CONTROLLER	EA	5	$ 5,500.00	$27,500.00
102	MCCAIN ATC EX CONTROLLER, TS2 TYPE 1	EA	5	$ 5,500.00	$27,500.00
103	MCCAIN ATC EX NEMA CONTROLLER, TS2 TYPE 2	EA	5	$ 5,500.00	$27,500.00
	MISCELLANEOUS MANAGED FIELD ETHERNET SWITCH:				
104	ITS EXPRESS ITS 8040 12 PORT/LAYER2 HARDENED ETHERNET SWITCH	EA	5	$ 1,600.00	$8,000.00
105	ITS EXPRESS ITS VC-1000 TWISTED-PAIR CONVERTER(FSK)/EA	EA	5	$ 725.00	$3,625.00
106	SIEMENS RUGGED VDSL, RS930L, 6 PORT ETHERNET SWITCH	EA	5	$ 2,260.00	$11,300.00
	MISCELLANEOUS WIRELESS COMMUNICATION DEVICE:				
107	ENCOM WIRELESS, COMMPAK IP SERIAL/ETHERNET BRIDGE	EA	1	$ 1,500.00	$1,500.00
108	ENCOM WIRELESS E-LITE 300MBPS UNIT, (COMPLETE)	EA	1	$ 3,200.00	$3,200.00
	MISCELLANEOUS UNINTERRUPTIBLE POWER SUPPLY:				
109	MYERS POWER PRODUCT UPS, MP2000, 1500W INVERTER	EA	1	$ 3,500.00	$3,500.00
110	TCS UPS PIGGY-BACK CABINET	EA	1	$ 7,000.00	$7,000.00
111	TCS GENERATOR TRANSFER SWITCH/EA	EA	1	$ 1,000.00	$1,000.00
	MISCELLANEOUS E.D.S. / SIGN BEACON ITEMS:				
112	PB-5100 12' ALUMINUM POLE	EA	5	$ 200.00	$1,000.00
113	PB-5100 15' ALUMINUM POLE	EA	5	$ 225.00	$1,125.00
114	PB-5100 18' ALUMINUM POLE	EA	5	$ 300.00	$1,500.00
115	PB-5306 ANCHOR BOLTS	EA	100	$ 15.00	$1,500.00
116	PB-5335 SQUARE ALUMINUM BASE WITH ALUMINUM DOOR	EA	25	$ 400.00	$10,000.00
117	PB-5325 COLLAR ASSEMBLY FOR SQUARE BASE	EA	25	$ 200.00	$5,000.00
118	SE-1100 4.5' OD POST MOUNTING KIT/EA	EA	25	$ 50.00	$1,250.00
119	SE-1002 FLASHER CABINET ASSEMBLY WITH POLICE TYPE ONE LOCK	EA	5	$ 800.00	$4,000.00
120	SE-0513 TRI-STUD ADAPTERS	EA	25	$ 50.00	$1,250.00
121	SH-0206 U-BOLT SIGN ASSEMBLY KIT	EA	25	$ 30.00	$750.00
122	CARMANAH R247 SERIES 24-HOUR FLASHING WARNING BEACON	AS	1	$ 3,700.00	$3,700.00
123	CARMANAH R820 SERIES CROSSWALK BEACON	AS	1	$ 4,600.00	$4,600.00
124	CARMANAH R829 SERIES/SCH ZONE BCN/W/CALENDAR-BASED SOFTWARE	AS	1	$ 7,500.00	$7,500.00
125	NAZTEC SERIES 100/365 DAY PROGRAMMABLE	EA	1	$ 400.00	$400.00
126	RTC AP21/365 DAY PROGRAMMABLE	EA	10	$ 1,600.00	$16,000.00
127	ELTEC/NTC-17E/365 DAY PROGRAMMABLE	EA	1	$ 500.00	$500.00
128	AP22/TIME SWITCH	EA	1	$ 800.00	$800.00
129	CPR2102G/PAGER PROGRAMMABLE TIME SWITCH	EA	1	$ 1,400.00	$1,400.00
130	RTC, AP22/365 DAY PROGRAMMABLE	EA	1	$ 1,600.00	$1,600.00
131	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, SOLAR	EA	1	$ 10,000.00	$10,000.00
132	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, 120V	EA	1	$ 10,000.00	$10,000.00
133	IDC 1520 SPEED CHECK 15" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	$ 10,000.00	$10,000.00
134	IDC 1820 SPEED CHECK 18" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	$ 10,000.00	$10,000.00
135	IDC LED PANEL 15" DIGITS W/SLOW DOWN	EA	1	$ 800.00	$800.00
136	IDC POLYCARBONATE WINDOW 15" DIGIT W/SLOW DOWN	EA	1	$ 200.00	$200.00

137	IDC 15" (30" X 42") DIAMOND GRADE FLORESCENT YELLOW/GREEN	EA	1	$ 500.00	$500.00
138	HR LLC APPROACH-ONLY RADAR UNIT	EA	1	$ 1,225.00	$1,225.00
139	ASC SOLAR CHARGE CONTROLLER (8 AMP)	EA	1	$ 300.00	$300.00
140	IDC DEVISE/MANAGER, CONTROLLER BOARD, PROGRAMMABLE WIRELESS	EA	1	$ 700.00	$700.00
141	MORNINGSTAR/SUNSAVER SOLAR CHARGE CONTROLLER (10 AMP)	EA	1	$ 700.00	$700.00
142	55 WATT, SOLAR POWER PANEL KIT COMPLETE FOR SPEED CHECK DISPLAYS	EA	1	$ 1,650.00	$1,650.00
143	SOLAR PANEL RACKING	EA	1	$ 230.00	$230.00
144	SOLAR POLE-MOUNTED BATTERY BOX	EA	1	$ 525.00	$525.00
	EMERGENCY GENERATOR POWER HOOK-UP:				
145	(INC PRE-ASSEMBLED HARNESS/GASKET/CLAMP/SPLICE/PER FDOT D-3 SPEC)	AS	1	$ 500.00	$500.00
	MISCELLANEOUS SIGNALIZATION EQUIPMENT:				
146	PEEK DOUBLE DIAMOND NEMA/TS-1/CMU	EA	1	$ 1,300.00	$1,300.00
147	EDI CONFLICT MONITOR	EA	1	$ 835.00	$835.00
148	LOAD SWITCH	EA	200	$ 40.00	$8,000.00
149	FLASH TRANSFER RELAY	EA	25	$ 40.00	$1,000.00
150	SURGE ARRESTOR (CLOSED LOOP COMMUNICATION LINE)	EA	1	$ 100.00	$100.00
151	SOLAR SYSTEM/12V SEALED BATTERY 55 AMP	EA	10	$ 450.00	$4,500.00
152	SOLAR SYSTEM/12V SEALED BATTERY 105 AMP	EA	10	$ 600.00	$6,000.00
153	POWER SUPPLY/PEEK NEMA PS 100	EA	1	$ 800.00	$800.00
154	CABINET FAN	EA	10	$ 30.00	$300.00
155	POLICE MANUAL CONTROL BUTTON	EA	1	$ 112.00	$112.00
156	PEDESTRIAN ISOLATOR BOARD (TCS CABINET)	EA	1	$ 600.00	$600.00
157	PEDESTRIAN ISOLATOR BOARD (PEEK NEMA CABINET)	EA	10	$ 300.00	$3,000.00
158	¼" NAIL-IN ANCHOR/EA	EA	200	$ 1.00	$200.00
159	BLACKTOP PATCH	EA	50	$ 10.00	$500.00
160	#12 FORK TERMINALS	EA	1000	$ 0.40	$400.00
161	TIE WRAPS	EA	1000	$ 0.50	$500.00
162	#6 THHN WIRE	LF	100	$ 1.50	$150.00
163	SEOW OR "SO" 10-3, AWG COPPER CABLE	LF	500	$ 1.00	$500.00
164	HAND HOLE COVER (MAST ARM)	EA	10	$ 300.00	$3,000.00
165	FOUNDATION (CONTROLLER CABINET)	EA	5	$ 500.00	$2,500.00
166	CONCRETE PAD	EA	5	$ 300.00	$1,500.00
167	24"X48" CONCRETE BASE W/GROUND ROD	EA	10	$ 800.00	$8,000.00
168	ANCHOR BOLTS	EA	100	$ 15.00	$1,500.00
169	EDI, PS 200 SHELF/POWER SUPPLY	EA	5	$ 665.00	$3,325.00
170	EDI, TS-2 TYPE 1, BUS INTERFACE UNIT CARD	EA	10	$ 500.00	$5,000.00
171	MISCELLANEOUS CONCRETE	SY	100	$ 120.00	$12,000.00
	BID SCHEDULE 2 TOTAL:				**$901,425.00**
				TOTAL BID	**$2,193,548.00** *
PERFORMANCE & PAYMENT BOND, IF REQUIRED PER TASK (NOT TO BE INCLUDED IN EVALUATION FOR "LOW BID")		Per $1000			

*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13253 **County Administrator's Report 15. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Acceptance of a Drainage Easement for the County Road 297A Widening and Drainage Improvements Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement for the County Road 297A (Escambia County Road Prison to Muscogee Road) Widening and Drainage Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Drainage Easement from Greater First Baptist Church of Cantonment, Florida, Inc., for the County Road (CR) 297A (Escambia County Road Prison to Muscogee Road) Widening and Drainage Improvements Project:

A. Accept the donation of a Drainage Easement, located at 591 Booker Street, from Greater First Baptist Church of Cantonment, Florida, Inc.;

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

C. Authorize the payment of incidental expenditures associated with the recording of the Drainage Easement document; and

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

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

BACKGROUND:

This project consists of roadway widening and drainage improvements along County Road (CR) 297A between the Escambia County Road Prison and Muscogee Road. To help facilitate the construction and to eliminate stormwater from collecting in the intersection at Booker Street and CR 297A, Greater First Baptist Church of Cantonment has agreed to donate a 15 foot Drainage Easement along the southern right of way line of Booker Street. This will allow for the installation of a drainage swale along the south side of Booker Street, which will direct stormwater to the new system being installed on CR 297A.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement was approved as to form and legal sufficiency by the County Attorney's office.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Drainage Easement - Greater First Baptist

Aerial Map

Prepared by:
Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

CR 297-A Widening and Drainage Improvements
16-1N-31-1311-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT
(Corporation)

THIS DRAINAGE EASEMENT made this _____ day of _____, 20____, by and between Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment), a corporation organized under the laws of the State of Florida, whose mailing address is 591 Booker Street, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 1N, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily

removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Granteeforever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment)

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Joe Mack, Chairman and Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of October, 2017, by Joe Mack, as Chairman and Trustee of Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment) on behalf of the corporation. He (X) is personally known to me, or (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

CYNTHIA WIGGINS
MY COMMISSION # FF 906111
EXPIRES: August 3, 2019
Bonded Thru Notary Public Underwriters

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Michael Riley, Vice Chairman and Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of October, 2017, by Michael Riley, as Vice Chairman and Trustee of Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment) on behalf of the corporation. He (X) is personally known tome, or (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

CYNTHIA WIGGINS
MY COMMISSION # FF 906111
EXPIRES: August 3, 2019
Bonded Thru Notary Public Underwriters

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Eric Hale, Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of October, 2017, by Eric Hale, Trustee of Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment) on behalf of the corporation. He (X) is personally known to me, or (_) produced current _____ asidentification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

CYNTHIA WIGGINS
MY COMMISSION # FF 906111
EXPIRES: August 3, 2019
Bonded Thru Notary Public Underwriters

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Oliver Jones, Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of October, 2017, by Oliver Jones, as Trustee of Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment) on behalf of the corporation. He (X) is personally known to me, or (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

CYNTHIA WIGGINS
MY COMMISSION # FF 906111
EXPIRES: August 3, 2019
Bonded Thru Notary Public Underwriters

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Lawyer Stanton, Jr., Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of October, 2017, by Lawyer Stanton, Jr., as Trustee of Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment) on behalf of the corporation. He (X) is personally known to me, or (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

CYNTHIA WIGGINS
MY COMMISSION # FF 906111
EXPIRES: August 3, 2019
Bonded Thru Notary Public Underwriters

Witness Myra J. Williams
Print Name Myra J. Williams

Witness Alma Strong
Print Name Alma Strong

By: Josh Womack
Josh Womack, Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of October, 2017, by Josh Womack, as Trustee of Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment) on behalf of the corporation. He (X) is personally known to me, or (_) produced current _____ as identification.

Cynthia Wiggins
Signature of Notary Public

Cynthia Wiggins
Printed Name of Notary Public

(Notary Seal)

CYNTHIA WIGGINS
MY COMMISSION # FF 906111
EXPIRES: August 3, 2019
Bonded Thru Notary Public Underwriters

Witness Myra J. Williams
Print Name Myra J. Williams

Witness Alma Strong
Print Name Alma Strong

By: Brandon Bonner
Brandon Bonner, Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of October, 2017, by Brandon Bonner, as Trustee of Greater First Baptist Church of Cantonment, Florida, Inc., a Florida not-for-profit corporation, (a/k/a the Greater First Baptist Church of Cantonment) on behalf of the corporation. He (X) is personally known to me, or (_) produced current _____ as identification.

Cynthia Wiggins
Signature of Notary Public

Cynthia Wiggins
Printed Name of Notary Public

(Notary Seal)

CYNTHIA WIGGINS
MY COMMISSION # FF 906111
EXPIRES: August 3, 2019
Bonded Thru Notary Public Underwriters

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
~~D.B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Nov. 1, 2017

"EXHIBIT A"

A DRAINAGE EASEMENT ALONG THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED PROPERTY.

A PARCEL OF LAND CONTAINING 0.56 ACRE, MORE OR LESS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 1-NORTH, RANGE 31-WEST, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS;

FOR POINT OF BEGINNING COMMENCE AT AN IRON PIPE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN S 00° 00' 20" W, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF NORTHEAST 1/4 210.00 FEET TO A CONCRETE MONUMENT; THENCE RUN S 89° 59' 40"E, 190.29 FEET TO A CONCRETE MONUMENT SET ON THE WESTERLY RIGHT-OF- WAY LINE OF STATE ROAD NO. 297, SAID MONUMENT BEING ON A CURVE CONCAVE TO THE SOUTHWESTERLY HAVING A RADIUS OF 869.02 FEET, THENCE RUN NORTHWESTERLY 251.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 34' TO A CONCRETE MONUMENT SET AT A POINT WHERE THE WESTERLY RIGHT-OF- WAY LINE OF STATE ROAD NO. 297 INTERSECTS THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN S 89° 48' 30" W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 54.20 FEET TO THE IRON PIPE AND THE POINT OF BENINNING OF THE LANDS THUS DESCRIBED.

CR 297-A Widening and Drainage Improvements



Greater First Baptist Church of Cantonment

15' Drainage Easement

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 6/22/2017 DISTRICT 5

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13255 **County Administrator's Report 15. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Locally Funded Agreement - State Road (SR) 742 (Burgess Road)
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Locally Funded Agreement for State Road 742 (Burgess Road), from State Road 95 (US 29) to Hilburn Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Locally Funded Agreement Between the State of Florida Department of Transportation and Escambia County, Florida, Project #218429-1-43-01, for State Road (SR) 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road:

A. Adopt and authorize the Chairman to sign the authorizing Resolution; and

B. Approve and authorize the Chairman to sign the Locally Funded Agreement Between the State of Florida Department of Transportation and Escambia County, Florida, Project #218429-1-43-01, for SR 742 (Burgess Road), from SR 95 (US 29) to Hilburn Road.

[Funding Source: Local Option Sales (LOST) Tax IV Fund 353, Cost Center 210106, $1M]

BACKGROUND:

The Florida Department of Transportation (FDOT) is preparing to begin the right-of-way acquisition phase for the SR 742 (Burgess Road) Roadway Widening Project from SR 95 (US 29) to Hilburn Road. This project is #11 (#2 project) on the Florida-Alabama Transportation Planning Organization (TPO) Project Priorities Non-SIS List. The project falls entirely in Commission District 3. FDOT will undertake and administer the Project, and Escambia County will contribute a lump sum payment to aid in the costs of the Project.

Escambia County is prepared to contribute $1M from Local Option Sales Tax (LOST) IV 2018 Allocation to the Department for the Project according to the Board Action at its 10/19/17 regular meeting.

Originally Section 7 of the Agreement stated, "If the actual cost of the PROJECT is less than the funds provided, the excess will be applied to other phases on the PROJECT." However, staff requested the wording to be changed to state, "If the actual cost of the PROJECT is less than the funds provided, the excess will be remitted back to the County within 60 calendar days of right-of-way phase completion."

FDOT considered county staff's requested changes, but then requested the following, "Per Section 7 of the Agreement, "If the actual cost of the PROJECT is less than the funds provided, the excess will be refunded to the PARTICIPANT, if requested in writing." County staff's reason for the Agreement wording changes is that the county is only obligated to provide a portion of the funding needed ($1M) for the right-of-way phase, and has no funding obligations over and above the $1M or for any other project phase.

The FL-AL TPO 2040 Long Range Transportation Plan Cost Feasible Plan shows the construction phase for the project to be funded between the years 2021-2025 at a conceptual estimate of $18M (to be funded with State and/or Federal funds).

BUDGETARY IMPACT:

Funds for this project are available in Local Option Sales (LOST) Tax IV, Fund 353, Cost Center 210106, $1M.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and signed off on the Resolution and the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works Department staff will continue to coordinate with FDOT and local stakeholders. Once this document is executed, Escambia County agrees it will, within fourteen days of written notice, send $1M to FDOT, using the Florida Department of Transportation Office of the Comptroller Wire and ACH Instruction (details in Agreement).

Attachments

LFA

Resolution

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY, FLORIDA
(Lump Sum)

Project #218429-1-43-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("PARTICIPANT").

RECITALS

1. The DEPARTMENT is preparing to begin the right-of-way acquisition phase for SR 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road, Financial Project Identification Number 218429-1-43-01. The right-of-way acquisition phase shall be called the PROJECT for purposes of this AGREEMENT; and

2. The DEPARTMENT will undertake and administer the PROJECT, and the PARTICIPANT will contribute a lump sum payment to aid in the costs of the PROJECT; and

3. The PARTICIPANT is prepared to contribute **ONE MILLION and 00/100 DOLLARS ($1,000,000.00)** to the DEPARTMENT for the PROJECT; and

4. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and PARTICIPANT has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No. _____, or as evidenced by the copy of the minutes of the Board of County Commissioners attached hereto.

Therefore, the DEPARTMENT and the PARTICIPANT agree as follows:

5. The facts stated in the recitals above in paragraphs 1 through 4 are true and correct and are incorporated into and made a part of this AGREEMENT.

6. The PARTICIPANT agrees that it will, within fourteen (14) calendar days from the DEPARTMENT's written notice to the PARTICIPANT, furnish the DEPARTMENT a contribution in the amount of **ONE MILLION and 00/100 DOLLARS ($1,000,000.00)** to be used for project costs for locally funded project number 218429-1-43-01. The DEPARTMENT may utilize this contribution for payment of the costs of the PROJECT.

7. If the actual cost of the PROJECT is less than the funds provided, the excess will be refunded to the PARTICIPANT if requested in writing.

8. The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit, and shall be made by wire transfer or ACH deposit. The reference line must contain "DOT", an abbreviated purpose, and the financial project number (218429-1-43-01).

For Wiring and ACH Transfers, the instructions are:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project # 218429-1-43-01

Upon completion of the wire transfer or ACH deposit, the PARTICIPANT shall notify the Locally Funded Agreement Section of the DEPARTMENT's General Accounting Office by calling Ms. Charmaine Small at telephone number 850-414-4885 and providing the financial project number 218429-1-43-01, the dollar amount of the transfer or deposit and the PARTICIPANT's name.

9. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE PARTICIPANT:
Escambia County
Attn: David Forte, Division Manager
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

FOR THE DEPARTMENT
Florida Department of Transportation
Attn: District Three Local Programs Administrator
1074 Highway 90
Chipley, Florida 32428

10. The following provisions of Section 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 shall be 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 $25,000.00 and which have a term for a period of more than 1 year.

11. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

12. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

13. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

14. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

15. The PARTICIPANT:

(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 PARTICIPANT 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.

16. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date set out under that party's signature) shall be deemed the date of this AGREEMENT.

The remainder of this page is blank

IN WITNESS WHEREOF, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

PARTICIPANT:

ESCAMBIA COUNTY B.O.C.C.

Board of County Commissioners
Escambia County, Florida

_____
Signature

Name: Jeff Bergosh
Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL)

_____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

DEPARTMENT:

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____
Title: _____

Date: _____

Attest: _____
Executive Secretary (SEAL)

Department Legal Review:

_____
Office of the General Counsel

Approved as to form and legal sufficiency.

By/Title:
Date: 11/13/17

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, FLORIDA; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "DEPARTMENT") is preparing to undertake and administer the right-of-way acquisition phase for SR 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road in Escambia County, FPID 218429-1-43-01, (hereinafter referred to as the "Project"); and

WHEREAS, Escambia County has agreed to participate in the total Project cost by contributing $1,000,000.00 to the DEPARTMENT; and

WHEREAS, if the actual cost of the Project is less than the amount contributed by the County then the excess will be refunded upon the written request of the County.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners of Escambia County, Florida hereby approves the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Florida, FPID 218429-1-43-01.

SECTION 3. That the Board authorizes the Chairman to sign the Locally Funded Agreement.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:

Date: 11/13/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13310 **County Administrator's Report 15. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Florida's Safe Routes to Schools (SRTS) Grant Application Submissions
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Safe Routes to School Grant Submissions - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Safe Routes to School (SRTS) Grant Applications for 2016:

A. Authorize the County Administrator, or designee, to submit the Safe Routes To School (SRTS) Grant Applications for Ensley Elementary, C. A. Weis Elementary, Longleaf Elementary, Pine Forest High, West Florida High, Holm Elementary, and Workman Middle Schools (Grant Applications in processing); and

B. Authorize the County Administrator, or designee, to sign all related documents upon Legal review, if necessary.

[No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed. Requested grant funds are for Design, initially, and/or Construction, depending on the awarded amount.]

BACKGROUND:

Safe Routes To School (SRTS) is a growing movement that has taken hold in communities throughout the United States. The concept is to increase the number of children who walk or bicycle to school by funding projects that remove the barriers currently preventing them from doing so. Those barriers include lack of infrastructure, unsafe infrastructure and a lack of programs that promote walking and bicycling. Through education/encouragement programs aimed at children, parents, and the community, these barriers can be eliminated. Walking or biking to school gives children a sense of freedom and responsibility, allows them to enjoy the fresh air, and provides opportunities for them to get to know their neighborhoods while arriving at school alert, refreshed and ready to start their day. Communities and community-based organizations

are devoting increased attention to pedestrian and bicycle safety issues in an effort to improve the conditions for walking or biking to school.

Florida's SRTS program can help communities address their school transportation needs and encourage more students to walk or cycle to school. It strives to: enable and encourage children from Kindergarten through high school, including those with disabilities, to walk and bike to school, to make walking and biking to school safer and more appealing, and to facilitate the planning, development, and implementation of projects that will improve safety and reduce traffic and fuel consumption, and to improve air quality in the vicinity of schools. In addition to encouraging more children to walk or cycle to school, the program also seeks to address the safety needs of children already walking or biking in less than ideal conditions.

A successful program integrates safety, traffic relief, health, environmental awareness, physical activity, and fitness. The program employs safe routes and techniques used to encourage children to walk or cycle to and/or from school.

Below is a list of the four SRTS project requests agreed upon by the Escambia Pathways Coalition to submit for funding consideration:

1. Ensley Elementary School - Sidewalks on E. Johnson Avenue from the school to Cody Lane

2. C. A. Weis Elementary School - Sidewalks and crosswalks between Truman Arms Apartments (Oakwood Terrace, 700 Truman Avenue, Pensacola, FL 32505) and the school

3. Longleaf Elementary School, Pine Forest High School, and West Florida High School - Sidewalks on Wymart Road from Hollyhill Road to Longleaf Drive

4. Holm Elementary School and Workman Middle School - Sidewalks along Burgess Road from Sanders Street to Lanier Drive, and sidewalks along Lanier Drive from Burgess Road to Toni Street

The four grant applications are currently being generated, and staff fully expects to have them complete and submitted prior to the December 30, 2017, deadline.

BUDGETARY IMPACT:

No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed. Requested grant funds are for Design, initially, and/or Construction, depending on the awarded amount.

LEGAL CONSIDERATIONS/SIGN-OFF:

Upon completion of the applications, Kristin Hual, Senior Assistant County Attorney, will review and sign-off prior to submittal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the grant applications, Public Works staff will coordinate with School District staff on the submissions to FDOT.

Attachments

Blank Application

Florida's Safe Routes to School Infrastructure Application

Call for Applications

Note: fields will expand as needed

FDOT FORM # 500-000-30

Section 1 – School, Applicant & Maintaining Agency Information

Notes: *Signatures confirm the commitment of the Applicant and Maintaining Agency to follow the Guidelines of the Florida's Safe Routes to School Program. The Maintaining Agency is generally responsible for entering into a Local Agency Program (LAP) agreement with the FDOT to design, construct, &/or maintain the project. Districts have the option to design and/or construct it, but the Maintaining Agency is always responsible for maintaining the project. Check with your District to see how they are handling these issues.*

County: City:

School Name: Congressional District:

Type: Elementary: ☐ Middle: ☐ High: ☐

Check below which of the required agencies or organizations is the Applicant:

School Board: ☐ Private School: ☐ Maintaining Agency: ☐

Name of Applicant Agency/Organization:

Contact Person: Title:

Mailing Address:

City: State: **FLORIDA** Zip:

Daytime Phone: E-mail:

Signature: Date:

Signature of School Board or school representative mandatory when different from applicant:

Signature: Date:

Typed name: Title:

Check below which of the required agencies is the Maintaining Agency:

City: ☐ County: ☐ Florida Department of Transportation: ☐ District:

Name of Maintaining Agency: DUNS Number:

Contact Person: Title:

Mailing Address:

Daytime Phone: E-mail:

City: State: **FLORIDA** Zip:

Note: your signature below indicates your agency's willingness to enter into a LAP or other formal agreement with FDOT to complete the project if selected for funding.

Signature: Date:

Metropolitan/Transportation Planning Organization (M/TPO) Support: If the city or county is located within an MPO/TPO urban area boundary, the MPO/TPO representative must fill in the required information below, to indicate support for the proposed project:

Name of MPO:

Contact Person: Title:

Mailing Address:

City: State: **FLORIDA** Zip:

Daytime Phone: E-mail:

Signature: Date:

I attended the mandatory workshop have reviewed this application for completeness.

Signature: Date attended:

Section 2 – Eligibility and Feasibility Criteria

Notes: *This section will help FDOT determine the eligibility and feasibility of the proposed project. Except for the questions in 2A-2C below answering "No" does not constitute elimination from project consideration.* ***You must fulfill requirements in 2A-2C below before applying!***

A1. Has a school-based SRTS Committee (including school representation) been formed? ☐ Yes ☐ No

A2. Has at least one meeting of this committee been held? Attach sign in sheet & minutes ☐ Yes ☐ No

A3. Public notification of SRTS meeting? ☐ Yes ☐ No

B1. Does the school agree to provide required data before and after the project is built, using the NCSRTS Student In-Class Travel Tally and Parent Survey forms at http://www.saferoutesinfo.org/resources/index.cfm following the schedule provided by the District? ☐ Yes ☐ No

B2. Have you attached the National Center's data summary for the Student In-Class Travel Tally and Parent Survey forms to this application? ☐ Yes ☐ No

B3. Are the Student In-Class Travel Tally and Parent Survey data summaries attached? ☐ Yes ☐ No

Note: Project planning cannot go forward until public right of way or permanent public access to the land for the proposed project is documented to the District.

C. Have you provided either survey/as-builts or right of way documentation that provides detail to show that adequate right of way exists for proposed improvement? ☐ Yes ☐ No

D. Is the Maintaining Agency Local Agency Program (LAP) Certified? (currently qualified & willing to enter into a State agreement requiring the agency to design, construct, and/or maintain the project, abiding by Federal, State, & local requirements?) ☐ Yes ☐ No

If ***No***:

Are they willing to become LAP Certified? ☐ Yes ☐ No

If the agency is not willing to become LAP Certified, explain how this project could be built without this certification:

E. Who do you propose to be responsible for each phase of the project?

Design: ☐ City ☐ County ☐ Other, Including FDOT (Explain below)

Construction: ☐ City ☐ County ☐ Other, Including FDOT (Explain below)

Maintenance: ☐ City ☐ County ☐ Other, Including FDOT (Explain below)

If you checked ***Other, including FDOT*** for any of the above, please explain the responsible party for each phase, including who you have been talking to about this:

F. Is the County/City willing to enter into an agreement with FDOT to do the following, if the District decides this is the best way to get the project completed:

Install and/or maintain any traffic engineering equipment included in this project? ☐ Yes ☐ No

Construct and maintain the project on a state road? ☐ Yes ☐ No ☐ N/A

G. Public Support - *Explain your public information or public involvement process below. You may attach up to six unique letters, on official letterhead, from groups indicated below. The letters should indicate why and how the authors can support the proposed project at the affected school.*

What neighborhood association or other neighborhood meetings have been held to inform neighbors directly affected by this proposed project and the reaction?

What PTA/PTO/school meetings have been held to inform parents and school staff about this project and the reaction?

Explain what other public meetings have been held, such as Metropolitan Planning Organizations, Regional Planning Councils, Citizens' Advisory Committees, Bicycle/Pedestrian Advisory Councils and Community Traffic Safety Teams and the reaction?

Explain what articles or letters to the editor have been written for newspapers, etc. and the reaction.

Please indicate whether you have attached letters of support from Law Enforcement or other individuals or groups not previously mentioned: ☐ Yes ☐ No

H. If the proposed project has been identified as a priority in a Bicycle/Pedestrian or other Plan, or is a missing link in a pedestrian or bicycle system, please explain:

I. Is this project in a Rural Economic Development Initiative (REDI) community? ☐ Yes ☐ No

FS defines a rural community as: A county with a population of 75,000 or less; A county with a population of 125,000 or less which is contiguous to a county with a population of 75,000 or less; or Any municipality with a county as described above.

Section 3 – Background Information: Five E's

Notes: *SRTS is designed to be a comprehensive program. Describe the efforts your school and community have made to address the identified problem through each E so far, and what is planned in the future for each. Each box must be filled in. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Guide: http://www.saferoutesinfo.org/guide/*

1. Engineering

1A. Past:	**1B. Future:**

2. Education: If your school has taught or plans to teach the Florida Traffic and Bicycle Safety Education Program (FTBSEP; see: http://www.dcp.ufl.edu/centers/trafficSafetyEd/) or other education program, please provide details below.

2A. Past:	**2B. Future:**

3. Encouragement

3A. Past:	**3B. Future:**

4. Enforcement

4A. Past:	**4B. Future:**

5. Evaluation

5A. Past:	**5B. Future:**

Section 4 – Problem Identification

This section will help us understand your school's situation. If the proposed project includes more than one school, please give the requested information for each school.

A. HAZARDOUS WALKING CONDITIONS

1. Opportunity to resolve a documented hazardous walking condition and eliminate the resultant school busing.

☐ Yes ☐ No Include a discussion of public support for the project if busing were eliminated:

2. Opportunity to eliminate current courtesy busing being done for a perceived hazardous condition. Include a discussion of public support for the project if busing were eliminated:

B. Are many students already walking or bicycling to this school in less than ideal conditions? ☐ Yes ☐ No

If Yes:

- Explain more about the number of students affected:

- Explain more about the conditions/obstacles which prevent walking or bicycling to your school:

C. Are enough students living near the school to allow many to walk or bike to school if conditions were improved?
☐ Yes ☐ No
If Yes:

- Explain more about the number of student living near the school and how this relates to the anticipated success of the proposed SRTS project:

D. Write a brief history of the neighborhood traffic issues as background for the proposed project:

E. How do the demographics of the school population relate to the anticipated success of the proposed SRTS project? For instance, is there a population of students near the school from a culture which traditionally walks a lot?

F. Provide the percent of free or reduced lunch program at the affected school:

G. STUDENT TRAVEL DATA:

1. School data: based on the Student In-Class Travel Tally:
a. Number of students currently walking to school:
b. Number of students currently biking to school:
c. Total currently walking or biking to school (add a & b)
d. Number of students in this school:
e. Percent of student in school currently walking or biking to school: (c divided by d):

2. Route Data:
a. Number of students from the affected schools living along the proposed route:
b. Based on (mark all that apply): *Existing School Data: ☐ *Visual Observation Survey: ☐ *Estimates: ☐
c. Number of student currently walking or biking along this route:
d. Number of student who could walk or bike along the proposed route after improvements:

Section 5 – Specific Infrastructure Improvement(s) Requested

A. LOCATION ***Note: the entire proposed project must be within 2 miles of the school and in the attendance area for the affected schools.***

Request #1 St. Name:	Maintaining Agency: ☐ City	☐ County	☐ State	
From:	To:			
Project's closest point to school: ☐ 0 to ½ mile;	☐ ½ to 1 mile;	☐ 1 to 1 ½ miles;	☐ 1 ½ miles+	
Request #2 St. Name:	Maintaining Agency: ☐ City	☐ County	☐ State	
From:	To:			
Project's closest point to school: ☐ 0 to ½ mile;	☐ ½ to 1 mile;	☐ 1 to 1 ½ miles;	☐ 1 ½ miles+	
See Attachment for additional project sites: ☐				

Discuss the projects' proximity (within 2 miles) to other facilities which might also benefit from the project, such as other schools or colleges, parks, playgrounds, libraries, or other pedestrian destinations:

B. SIDEWALK, BIKE LANE, PAVED SHOULDER, OR SHARED USE PATH

☐ Continuation of Existing Sidewalk	☐ New Sidewalk
☐ Continuation of Existing Bike Lane	☐ New Bike Lane (includes re-striping or reconstruction)
☐ Continuation of Paved Shoulder	☐ New Paved Shoulder
☐ Continuation of Shared Use Path	☐ New Shared Use Path

Comments: describe below your requests in detail, including location, length, side of road, etc.

Request #1:
Request #2:

See Attachment for additional project sites: ☐

Describe any other requests:

C. TRAFFIC CONTROLS Mark all that apply in regard to traffic control devices:

☐ We have all necessary traffic control devices **(Proceed to E)**

☐ We need pedestrian signals (features)	☐ We need other school-related signals
☐ We need traffic signs	☐ We need other school-related signs
☐ We need marked crosswalks	☐ We need other roadway markings

Describe the existing and needed traffic controls:

D. TRAFFIC DATA ***Notes:*** *Posted Speed Limit is required. AADT stands for Average Annual Daily Traffic*

St 1: Posted Speed Limit:	Operating Speed:	AADT:
St 2: Posted Speed Limit:	Operating Speed:	AADT:

Section 6 – Cost Estimate

This is designed to give FDOT a reasonable estimate of the cost of project. Make this cost estimate as accurate as possible.

- FDOT Transportation Costs website gives various resources, including FDOT District contact in the Estimates Offices, who can help you with your cost estimate: www.dot.state.fl.us/planning/policy/costs/default.shtm

Projects must follow appropriate design criteria. Projects on the State Highway System must follow the criteria in the Plans Preparation Manual (PPM) and FDOT Design Standards. Projects on local systems must meet the minimum the minimum standards and criteria in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and Highways (Florida Greenbook). These documents can be found on FDOT's web site at: www.dot.state.fl.us/rddesign/CS/CS.shtm

Construction Cost	
Maintenance of Traffic (MOT)	
Mobilization	
Subtotal	
Total Construction Cost	
Professional Engineering Design (15% or Total)	
Construction Engineering and Inspection (15% of Total)	
GRAND TOTAL	

Section 6B– Cost Estimate Narrative

Attach a **MANDATORY** itemization of the construction costs & quantities by pay item.

Section 7 - Submission Checklist

Notes: These will be counted toward total application score.

REQUIRED:	**ADDITIONAL:**
A. ☐ Color project map showing school location	**E.** ☐ Traffic/Engineering report evaluating the problem
B. ☐ Map showing existing conditions	**F.** ☐ Crash Data
C. ☐ Map showing proposed improvements	**G.** ☐ Color Digital photos showing existing conditions
D. ☐ Map showing where students attending school live	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13296 **County Administrator's Report 15. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Contract Award for Re-Bid Alger-Sullivan SHIP Replacement Housing
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Bid Alger Sullivan SHIP Replacement Housing - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the following Agreements between Escambia County, Florida, Emerald Cost Constructors, Inc., and home owners of the following SHIP eligible properties per the terms and conditions of PD 16-17.097, Re-Bid Alger-Sullivan SHIP Housing:

A. 416 Front Street (Owner Brenda Mullins), in the total amount of, $121,060, (base bid of $125,000, less alternate #3 deduction of $5000, plus alternate #2 addition of $1060);

B. 307 Front Street (Owners Carl and Marielena Godwin) in the total amount of $114,000, (base bid of $114,000);

C. 300 Front Street (Owner Charles Therrell), in the total amount of, $114,960, (base bid of $118,000, less alternate #3 deduction of $4100, plus alternate #2 addition of $1060);

D. 402 Front Street (Owner Felic Fussner), in the total amount of, $126,060, (base bid of 125,000, plus alternate #2 addition of $1060);

E. 407 Front Street (Owner Jessica Campbell), in the total amount of, $120,060, (base bid of $123,500, less alternate #3 deduction of $4500, plus alternate #2 addition of $1060); and

F. 403 Front Street (Owner William R. Coker), in the total amount of, $114,060, (base bid of $113,000, plus alternate #2 addition of $1060).

[Funding: Fund 120/2016 SHIP, Cost Center 370202]

BACKGROUND:

Disaster State Housing Initiatives Partnership (SHIP) Program funding was allocated to the County in 2016 to assist income eligible owner occupants with rehabilitation needs after two separate tornados hit the County in February 2016. Six applicants with homes on Front Street in Century were determined to be eligible for funding assistance for replacement housing. The properties are located in the Town of Century's Alger National in the heart of the Town of Century's Alger-Sullivan Lumber Company Residential Historic District, which is located on the National Register of Historic Places. In August 2016, Quina Grundhoefer Architects was tasked to create replacement housing plans that would fit with the historic guidelines prescribed by the Town of Century history district as well as meeting approval with the State Historic Preservation Office since the funding is coming from the State. During the course of developing the plans, a geotechnical engineer was secured due to the extremely mucky and erratic soils in the area. These findings were incorporated into the design of the foundations for the three sites which contained poorer soil conditions according to the engineering findings.

The project was initially advertised for bids under PD16-17.051 on July 20, 2017, but the bids were cancelled due to pricing exceeding budget set asides. The architect made changes to the plans, and the project was advertised for bids under PD 16-17.097 on October 2, 2017. Six contractors bid on the project, with Emerald Coast being the lowest, most responsive bidder that could complete the homes in a group.

Due to the funds being allocated to individual eligible property owners, six separate contracts are being issued for grant tracking purposes.

Staff is recommending deduction of costs from the base bids for 300, 407, and 416 Front Street for Alternate #3, which is the demolition of the existing structures. Due to timing issues, a separate purchase order has already been issued to have a contractor remove the structures at this address, so the construction contractor will not need to perform the demolitions.
Staff is also recommending addition of Alternate #2 for 300, 402, 403, 407, and 416 Front Street of $1060 per home for a concrete parking pad at those properties.

A summary of construction costs per home are as follows:

	Base Bid	**Alternate #2 (ADD)**	**Alternate #3 (DEDUCT)**	**GRAND TOTAL**
300 Front Street	$118,000	$1060	$4100	$114,960
307 Front Street	$114,000	N/A	N/A	$114,000
403 Front Street	$113,000	$1060	N/A	$114,060
402 Front Street	$125,000	$1060	N/A	$126,060
407 Front Street	$123,500	$1060	$4500	$120,060

416 Front Street	$125,000	$1060	$5000	$121,060

BUDGETARY IMPACT:

The funding expended on the properties will be secured by a mortgage and note against the properties up to the maximum amount allowed by the County SHIP Local Housing Assistance Plan (LHAP).

Funding: Fund 120/2016 SHIP, Cost Center 370202

LEGAL CONSIDERATIONS/SIGN-OFF:

The Construction Agreements for each of the six properties were created 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 Agreements are in compliance with the LHAP.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreements and the Neighborhood Enterprise Division will have administrative oversight of the project.

Attachments

Bid Tab Recommendation
Recommendation Checklist
Agreement 416 Front St Brenda Mullins
Agreement 307 Front Street Carl and Marielena Godwin
Agreement 300 Front Street Charles Therrell
Agreement 402 Front Street Felic Fussner
Agreement 407 Front Street Jessica Campbell
Agreement 403 Front Street William R Coker

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 16-17.097 **Solicitation Name:** Re-Bid Alger-Sullivan SHIP Replacement Housing

Bid Opening Time: 2:00 PM **Bid Opening Date:** 11/1/2017 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid 1 with Alternates Included	Base Bid 2 with Alternates Included	Grand Total with Accepted Alternates Included
Mike Motes Builders, LLC	Y	Y	Y	Y	Y	Y	Y	$426,700.00	$470,200.00	$896,900.00
Emerald Coast Constructors, Inc.	Y	Y	Y	Y	N	Y	Y	$343,020.00	$367,180.00	$710,200.00
Design Home Builders, Inc.	Y	Y	Y	Y	N	Y	Y	$362,350.00	No Bid	
Sunrise Contracting Services, Inc.	Y	Y	Y	Y	Y	Y	Y	$416,900.00	$445,800.00	$862,700.00
D & B Builders, Inc.	Y	Y	Y	Y	Y	Y	Y	$396,582.42	$432,081.00	$828,663.42
McDelt, LLC	Y	Y	Y	N	N	Y	Y	$384,576.00	$383,400.00	$767,976.00

Bids Opened By:	Paul Nobles, Purchasing Manager	**Date:**	11/1/2017	**Status:**	
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist	**Date:**	11/14/2017	Recommendation	
Bids Witnessed By:	Emily Weddington, Purchasing Specialist	**Date:**	11/1/2017	**CAR Date:** 12/4/2017	**BOCC Date:** 12/14/2017

Purchasing Manager/Designee recommends to the BOCC: **To award the contracts to:** **Emerald Coast Constructors, Inc.**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **12/4/17 12:00 PM** **Form Completed By:** **JDL**

		Mike Motes Builders, LLC	Emerald Coast Constructors, Inc.	Design Home Builders, Inc. *	Sunrise Contracting Services, Inc.	D & B Builders, Inc.	McDelt, LLC
	Base Bid Set 1	**$427,000.00**	**$345,000.00**	**$364,000.00**	**$414,100.00**	**$397,075.42**	**$386,676.00**
1A	300 Front Street Base Bid	$145,000.00	$118,000.00	$129,000.00	$141,600.00	$130,938.11	$128,892.00
1B	307 Front Street Base Bid	$141,000.00	$114,000.00	$115,000.00	$136,400.00	$135,680.22	$128,892.00
1C	403 Front Street Base Bid	$141,000.00	$113,000.00	$120,000.00	$136,100.00	$130,457.09	$128,892.00
	Base Bid Set 2	**$478,000.00**	**$373,500.00**	**No Bid**	**$448,000.00**	**$436,649.00**	**$391,500.00**
2A	402 Front Street Base Bid	$160,000.00	$125,000.00	No Bid	$149,400.00	$144,529.00	$130,500.00
2B	407 Front Street Base Bid	$154,500.00	$123,500.00	No Bid	$141,000.00	$138,125.00	$130,500.00
2C	416 Front Street Base Bid	$163,500.00	$125,000.00	No Bid	$157,600.00	$153,995.00	$130,500.00
	Alternate 1 (Add)						
3A	300 Front Street Base Bid	$1,800.00	$790.00	$1,200.00	$1,517.00	$998.00	$1,200.00
3B	307 Front Street Base Bid	$1,800.00	$0.00	$0.00	$1,517.00	$0.00	$1,200.00
3C	403 Front Street Base Bid	$1,800.00	$790.00	$1,860.00	$1,517.00	$998.00	$1,200.00
3D	402 Front Street Base Bid	$1,800.00	$790.00	No Bid	$1,517.00	$998.00	$1,200.00
3E	407 Front Street Base Bid	$1,800.00	$790.00	No Bid	$1,517.00	$998.00	$1,200.00
3F	416 Front Street Base Bid	$1,800.00	$790.00	No Bid	$1,517.00	$1,098.00	$1,200.00
	Alternate 2 (Add)						
4A	300 Front Street Base Bid	$2,400.00	$1,060.00	$2,800.00	$2,600.00	$1,777.00	$1,300.00
4B	307 Front Street Base Bid	$2,400.00	$0.00	$0.00	$2,600.00	$0.00	$1,300.00
4C	403 Front Street Base Bid	$2,400.00	$1,060.00	$2,840.00	$2,600.00	$1,777.00	$1,300.00
4D	402 Front Street Base Bid	$2,400.00	$1,060.00	No Bid	$2,600.00	$1,777.00	$1,300.00
4E	407 Front Street Base Bid	$2,400.00	$1,060.00	No Bid	$2,600.00	$1,777.00	$1,300.00
4F	416 Front Street Base Bid	$2,400.00	$1,060.00	No Bid	$2,600.00	$1,877.00	$1,300.00
	Alternate 3 (Deduct)						
5A	300 Front Street Base Bid	$7,500.00	$4,100.00	$7,290.00	$5,000.00	$4,047.00	$6,000.00
5B	407 Front Street Base Bid	$8,500.00	$4,500.00	No Bid	$5,000.00	$4,449.00	$6,000.00
5C	416 Front Street Base Bid	$6,500.00	$5,000.00	No Bid	$5,000.00	$5,550.00	$6,000.00
	Alternate 4 (Add)						
6A	300 Front Street Base Bid	$585.00	$0.00	$1,210.00	$117.00	$213.65	$500.00
6B	307 Front Street Base Bid	$585.00	$0.00	$860.00	$117.00	$213.65	$500.00
6C	403 Front Street Base Bid	$585.00	$0.00	$980.00	$117.00	$213.65	$500.00
6D	402 Front Street Base Bid	$685.00	$0.00	No Bid	$117.00	$247.35	$500.00
6E	407 Front Street Base Bid	$585.00	$0.00	No Bid	$117.00	$213.65	$500.00
6F	416 Front Street Base Bid	$685.00	$0.00	No Bid	$117.00	$247.35	$500.00

* Design Home Builders did not provide pricing for alternates based on how much should be added or subtracted from the base bid. Bid Tabulation calculated the alternate bids based on the difference betwee the Base Bid amount and the designated alternate amount for each line.

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Re-Bid Alger-Sullivan SHIP Replacement Housing

Bid Number: PD 16-17.097

Opening Date/Time: November 01, 2017 at 3:00 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Neighborhood Enterprise Division Dept. Director/Designee: Meredith Reeves

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: 120 Fund Title: SHIP

Cost Center #: 370202 Cost Center Title: 2016 SHIP Grant

Object Code #: 58301 Object Code Title: Other Grants and Aids

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

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)

See attached sheet.

Unit Price Extensions Checked by: Jeff Lovingood

(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 Departmen [ ] 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).

F0125

SHIP SUBSTANTIAL REHABILITATION/
RECONSTRUCTION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Brenda Mullins (hereinafter referred to as "Owner"), and Emerald Coast Constructors, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Substantial Rehabilitation/Reconstruction Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 416 Front Street, Century, FL 32535 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

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 an amount not to exceed the total sum of **$ 121,060.00 (base bid of $125,000 less alternate #3 deduction of $5000 plus alternate #2 addition of $1060)** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. The County shall issue payments to the Contractor as follows:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Contractor may request payments by the submission of a properly executed original invoice submitted to NED with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

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.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *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.

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.

Pursuant to §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 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **one hundred twenty (120) calendar days** from the Commencement Date specified in the Notice to Proceed. Work will be fully complete within **one hundred thirty-five (135) calendar days** from the date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project 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. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents and as evidenced by a Certificate of Occupancy, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the performance of the work as a result of the Owner's unreasonable interference or other 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/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the 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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. **Project Site Protection**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, 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 performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. **Defective Work.** Work not conforming to the requirements of the Agreement shall be deemed "*defective work.*" If required by County, Contractor shall either cure 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. 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.

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 work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, 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.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar 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 possession 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 Section. 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 Agreement, 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 15. Termination.

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) 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 (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the 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.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right

to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

If 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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☒ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall timely vacate the premises prior to the Commencement Date of the Project. The Owner shall at all times cooperate with the

Contractor and County to facilitate the performance of the work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. **Dispute Resolution.** Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. **Public Records.** The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. 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.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, 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.

Section 29. **Assignment.** 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.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Brenda Mullins	Robert Zimmerman
Neighborhood Enterprise Division	416 Front Street	Emerald Coast Constructors, Inc.
221 Palafox Place, Suite 200	Century, FL 32535	56 S. Alcaniz Street
Pensacola, FL 32502		Pensacola, FL 32502

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor 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.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** 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.

Section 34. **Severability.** 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.

Section 35. **Headings.** 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.

Section 36. **Authority**. 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Emerald Coast Constructors, Inc. 56 South Alcaniz Street Pensacola, FL 32502	**Name, Address, City, State, Zip:** Brenda Mullins 416 Front Street Century, FL 32535
FL and County License No.: CGC1511381	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 11/1/17	**Date of Acceptance:**

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/4/17

EXHIBIT A

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION NUMBER PD 16-17.097
BIDS WILL BE RECEIVED UNTIL: 3:00 PM, CDT, November 01, 2017
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

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on, **October 17, 2017 at 2:00 PM, CDT.**

Board of County Commissioners

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

Pursuant to FS255.0991 the local preference is not included in this solicitation.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
SPECIFICATION PD 16-17.097

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer and Bid Form (with original signature)
- Bid Surety (bond, check, etc.)

The following documents should be returned with bid

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(s), Certification(s) and/or Registration(s)
- Public Records Exemption of Building Plans

Before you submit your bid, have you:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

The following submittals are required upon notice of award:

- Certificate of Insurance
- Payment and Performance Bonds

How to Submit a No Bid:

- If you do not wish to bid at this time, please remove the bidder solicitation, offer and award form from the bid solicitation package and enter no bid in the **"reason for no bid"** block, your company's name, address, signature, and return the bidder solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.
Do not return with your bid.

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
PD 16-17.097

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Bid Alger-Sullivan SHIP Replacement Housing

Solicitation Number PD 16-17.097

Solicitation

MAILING DATE: October 02, 2017
PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 2:00 PM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, November 01, 2017, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests 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

Bid Bond Attached:
$ _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

_____
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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 the bid/proposal being rejected as non-responsive.

Bid Form

BASE BID SET 1: **Total:** _____ $ 0.00

1a. 300 Front Street Base bid: _____

1b. 307 Front Street Base bid: _____

1c. 403 Front Street Base bid: _____

BASE BID SET 2: **Total:** _____ $ 0.00

2a. 402 Front Street Base bid: _____

2b. 407 Front Street Base bid: _____

2c. 416 Front Street Base bid: _____

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

3a. 300 Front Street Alternate: _____

3b. 307 Front Street Alternate: _____

3c. 403 Front Street Alternate: _____

3d. 402 Front Street Alternate: _____

3e. 407 Front Street Alternate: _____

3f. 416 Front Street Alternate: _____

Alternate #2: The construction of a concrete parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

4a. 300 Front Street Alternate: _____

4b. 307 Front Street Alternate: _____

4c. 403 Front Street Alternate: _____

4d. 402 Front Street Alternate: _____

4e. 407 Front Street Alternate: _____

4f. 416 Front Street Alternate: _____

Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300, 407 and 416 Front Street. DEDUCT the following amounts from Base Bids:

5a. 300 Front Street Alternate: _____

5b. 407 Front Street Alternate: _____

5c. 416 Front Street Alternate: _____

Alternate #4: The installation of 1" vinyl blinds (white) on all windows. ADD the following amounts to Base Bids:

6a. 300 Front Street Alternate: _____

6b. 307 Front Street Alternate: _____

6c. 403 Front Street Alternate: _____

6d. 402 Front Street Alternate: _____

6e. 407 Front Street Alternate: _____

6f. 416 Front Street Alternate: _____

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

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

_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____
Expiration Date:_____

County Permits/Fees required for this project:

Escambia County $800.00
Town of Century Land Use Certificate, fee waived by Town of Century

Person to contact concerning this bid:

Name: _____

Phone: _____

Email: _____

Person to contact for emergency service:

Name: _____

Phone: _____

Email:_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the date of Notice to Proceed. The Bidder agrees to fully complete all work included above within **One Hundred Thirty-Five (135) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Hundred Fifty Dollars ($150.00) be assessed for each day that completion of the project is delayed.**

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Percent (5%) of the Base Bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
https://myescambia.com/our-services/purchasing

Paul R. Nobles
Purchasing Manager

RE: PD 16-17.097 Juvenile Detention Center Corridor Addition

To the Escambia County Office of Purchasing

We hereby acknowledge and certify that our company has returned with our bid, the CD and any copies of the plans and specifications relative to this project. We understood that when we received the information that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 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://dos.myflorida.com/sunbiz/search/
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 16-17.097, "Re-Bid Alger Sullivan SHIP Replacement Housing"
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:

A. 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.

B. 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 cancelled.

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.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. **Project Narrative**

The work includes the construction of six new single story homes on parcels owned by qualified SHIP participants with funding for the new homes through a program with Escambia County. The homes have been designed to reflect the original historic character of the previous homes that were damaged in a tornado. There is a two-bedroom and a three-bedroom unit.

Location: 300, 307, 402, 403, 407 and 416 Front Street
Owner: Escambia County Board of County Commissioners

3. **Award**

The County will award Base Bid Set 1 and Base Bid Set 2 to the lowest and most responsive bidder for each set. To be awarded both Base Bid Set 1 and Base Bid Set 2, the contractor must be the low bidder on each Group, must be able to secure required County bonds and insurance, and must be able to proceed on all six properties at one time. If contractor cannot bond and proceed with all six jobs, the County will award Base Bid Set 1 to the original low bidder and Base Bid Set 2 may be awarded to next lowest, most responsive bidder.

DRAW SCHEDULE/PAYMENT PROCEDURES:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

If bids exceed SHIP program maximums, the County may elect to partner with the Town of Century's CDBG program to cover total job costs in order to proceed

4. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer. The surety amount should reflect the total bid being submitted by the Contractor with regard to Base Bid Sets 1 and 2. **Bidding on Base Bid Sets 1 & 2 does not require separate sureties.**

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.

5. **Performance and Payment Bonds**

The County **shall** 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.

6. **Questions**

Questions may be directed Jeffrey Lovingood, Purchasing Specialist, Phone: (850) 595-4953 or e-mail: JDLovingood@myescambia.com.

Written questions must be received no later than 5:00 p.m. CDT, October 23, 2017.

7. **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.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

8. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, at 213 Palafox Pl, Pensacola, FL 32505, on October 17, 2017 at 2:00 PM CDT.

9. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **One Hundred Fifty Dollars ($150.00)** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **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

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.

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. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **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.

16. **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.

17. **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.

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**

A. **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. A Best Rating of "A" or better is "preferred"; however, other ratings of "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 Sub-Contractor(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 Sub-Contractor obtain and maintain until the completion of that Sub-Contractor'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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. **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.

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.

F. **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.

G. **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 and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

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: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Phone: 850-595-4953

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.

H. **Builders Risk Coverage**

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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.

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **120** calendar days
Fully Complete and ready for Final Inspection in **135** calendar days
*B. Liquidated Damages at **$150.00** for each calendar day
Section 6
Section 7 *A. Neighborhood & Human Services
221 Palafox Place
Pensacola, FL 32502
Attn: Meredith Reeves
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **One (1)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT H

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

WORKING DRAWINGS / PLANS PREPARED BY ARCHITECT

See Working Drawings Folder on CD Rom

EXHIBIT I

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.097 Re-Bid Alger-Sullivan SHIP Replacement Housing

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow on the next page. The documents included with Addendum Number 1 contained errors so all documents have been updated and are being re-issued here. Please disregard Addendum Number 1.

This Addendum Number 2 is furnished to all known prospective bidders. Bidders can either sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same, or receipt of the Addendum can be acknowledged on the Bid Form in the space indicated. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Enc.

August 8, 2017

Ms. Meredith Reeves
Division Manager
Neighborhood Enterprise
Escambia County, Florida

SUBJECT: Addendum to Report of Geotechnical Exploration
Proposed Front Street Residences Rebuild
Escambia County, Florida
LMJ File #: 16-258

Dear Meredith:

This letter forwards additional comments for the subject project. We understand that the allowable bearing pressure for this project is 750 psf or less. Based on this, the recommended level of compaction immediately beneath the footings can be reduced from 98% to 95% of the Modified Proctor Test (ASTM D1557) density for a minimum depth of 12 inches below the footings.

Based on a review of the borings, the soil density at footing levels was erratic. Some footings may be able to be supported on firm undisturbed soils, and some footings may require over-excavating 1-2 feet with the native soils backfilled in compacted lifts to 95% of the Modified Proctor Test (ASTM D1557) density in order to achieve compaction on the soils immediately beneath the footings.

We recommend that LMJ evaluate the footings at the time of construction on a case-by-case basis to determine the amount of compaction needed and if any over-excavation is needed to achieve this compaction. We also recommend obtaining a unit rate for over-excavating the native soils and placing them in compacted lifts if needed during construction.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

KEITH VICTOR JACOBS LICENSE No 66577 8/8/17 STATE OF FLORIDA PROFESSIONAL ENGINEER

Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577

C: Mr. Carter Quina, AIA
Via email: cquina@ggarchitects.com

I. **General:**

1. Site visits to verify the existing condition are encouraged.

2. The County understands the poor soil conditions for this project and enlisted geotechnical and structural engineers to design and engineer two foundation systems that respond to the poor soil conditions. The Architect and the Structural engineer will sign and seal drawings for permitting.

II. **Clarifications:**

1. **Project Manual:** See attached revised project manual dated October 20, 2017 that corrects all discrepancies between plans and specifications.

2. **Drawings:** See attached revised sheets for Unit 416. Sheet A1, A2, and A6 have been updated to reflect the ramp and back porch details.

   a. Refer to sheet A3 Cross Section and sheet A4 Wall Sections.

      1. Insulation over exterior soffit is not required. Insulation of gable end walls above the ceiling is not required. All insulation will be batt type, except that attic insulation may be blown.

      2. Center floor beam to be built of (3) 2 x 12s with ½" galvanized thru bolts at 12" o.c., staggered top to bottom.

      3. Floor decking to be ¾" tongue and groove plywood, nailed with 8d nails at 12" o.c.

      4. Roof sheathing may be either plywood or OSB and should be installed with H clips at seams per code. Roof sheathing at porches to be ¾ plywood.

      5. All walls studs are to be 2x4 in lieu of 2x6 where shown.

      6. Roofing felts may be two layers of 15# felts or one layer of 30# felt.

      7. Liquid applied water proofing is not required on stem wall foundation detail.

      8. All reference to interior trim to be wood, either 1x4 or Contractor's standard casing trim.

   b. Refer to sheet A2, Unit 416 only – See revised Back and Side Elevations showing ramp.

   c. Refer to sheet A5 Window and Door Schedule.

      1. Window A height to be standard window dimension, at least 5'-2", to comply with emergency egress requirements.

2. Exterior trim to be fiber cement. Interior trim to be wood, either 1x4 or Contractor's standard casing trim.

d. Refer to sheet A6 Ramp – See attached revised plan and section details. Only unit at 416 Front Street is to have the ramp constructed.

e. Refer to sheet A7.

1. Transfer grilles in ceiling are required over bedroom doors and are not intended for the non-insulated, vented attic space.

2. Floor drain in the mechanical closet may be eliminated if not required by Code.

MEMORANDUM

Date: October 17, 2017
Project: Alger-Sullivan SHIP Housing
Prepared by: Rubí Carrero
Purpose: To list architectural questions presented during the Pre-Bid Meeting on Oct. 17.

1. Will the floor insulation be foam or batt insulation? It was agreed at the meeting that it will be batt insulation.
2. Will the floor material be luxury vinyl plank or vinyl sheet? It was agreed at the meeting that the flooring will be the 12' roll of Armstrong Stratamax Flooring.
3. Will part 6 of Division 10 of the Specs, which asks to provide 1" blinds on all windows, be deleted since it is an alternate? It was agreed at the meeting that it will be deleted.
4. Does the design of the footings offset the need for demucking and dewatering or do these have to be factored into the price? Yes, the water table should be low enough and the foundation is designed for the poor soil condition.
5. Will the ductwork be galvanized steel according to the Ductwork Specs or Ductboard according to the drawings? Ductboard.
6. The Specs under part 4 of Control Operations require that all units be tested for (2) 8-hour days under the supervision of manufacturer's representative. Is this required even though it is not a requirement by the County? No.
7. The Specs under part 1 of Testing require that copies of all test reports be filed in duplicates to the physical plant. Is this required? No.
8. Are the insulation at the overhangs and the front and back wall of the attic and the ½" plywood gussets required even though the attic is vented? Will a ridge vent be added? Are the gas chases necessary or can they vent through the roof? Are vented sleeves needed? Are gable braces needed? (All questions relate to the change from a non-vented to a vented attic.) All modifications required to develop a functional vented attic will be done. No insulation in the soffits. No insulation in the gable ends above the attic floor. Nor ridge vents. Perforated vinyl soffits will be used. Gas venting will be allowed if Code compliant for residential installation.
9. The windows and doors at the bedrooms do not meet egress requirements, will this be modified? Yes. Height increased to Code compliance.
10. Can the plywood be replaced with OSB? It is acceptable to replace the plywood on the roof with OSB and keep the plywood on the porch roofs.
11. The galvanized metal will have penetrations due to the fasteners will that be a problem? Do the fasteners have to be painted? Penetration of fasteners per Code and paint.
12. Is the liquid waterproofing on the CMUs of the off-grade foundations required? No.
13. R13 insulation is the new code requirement. Will R13 insulation be used instead of R11 in the walls? Yes.
14. Will the 12x12 transfer grilles be replaced by transfer grilles at each bedroom? Yes, transfer grilles should be in bedrooms.

400 West Romana Street • Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

15. **Will the back porch have guard rails?** Only at 416 Front Street where the ramp is not optional. Where the ramp is optional, the guard rails are not needed but hand rails on each side of the steps are Code requirement and should be installed.
16. **Is the ramp hand rail wood or metal?** The handrails will be painted aluminum. **Will the ramp include a toe kick and a mid-rail?** Yes, it will have a toe kick, but not a mid-rail.
17. **Will the utility box drain to the clean out to grade?** Yes.
18. **Will the roof have two layers of 15# felt?** It was mentioned at the meeting that a 30# felt would suffice. Either option will be acceptable.
19. **Will the kitchen cabinets be 40" tall or a standard 30"?** Cabinet's size will remain 40".
20. **Will the countertops have a wood edge trim on the perimeter as indicated on the Cabinet specs or will they be entirely plastic laminate?** It was agreed on the meeting that it will all be plastic laminate.
21. **Will the instantaneous water heater thermostat need a control?** It was mentioned at the meeting that some of them already include a control. It should be provided as needed.
22. **Do the flexible ducts need to be 8' long?** No, they can be sized as required.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

Outline Specifications

Project: **Alger-Sullivan SHIP Housing**
Century, Florida

Date: August 24, 2017 Revised October 20, 2017
Bid Date: See Purchasing Documents
Architect: Quina Grundhoefer Architects, P.A.
400 West Romana Street
Pensacola, Florida 32502
850-433-5575
cquina@qgarchitects.com

I. CONTRACTUAL CONDITIONS

The following contractual conditions will be included in the scope of the work:

A. General Conditions of the Contract for Construction
AIA Document A201

B. Form of Owner-Contractor Agreement for Construction - AIA B101

C. Certificate of Substantial Completion - AIA G702

II. TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

01010 Summary of Work

1. The project consists of several single story residential structures on single family residential building lots located on Front Street in Century. This is a State of Florida funded program to replace the historic homes that were damaged beyond repair by a tornado in 2016. The homes will be constructed on property owned by each qualified participant and a three-way contract between Contractor, Owner, and Escambia County will be executed for each property. There are two-bedroom and three-bedroom units to be constructed. Program of spaces include a living space, kitchen, pantry, laundry and closets.

2.

Two Bedroom unit:	1,040 sf
Covered porches:	Varies but approx. 200 sf
Three Bedroom unit:	1,261 sf
Covered Porches:	Varies but approx. 200 sf

3. The residence is to be primarily wood framed. Walls to be 2x4 wood studs with batt or blown insulation, plywood or OSB sheathing, building wrap, fiber cement siding

and brick piers on front porch. Some walls will receive brick veneer. The roof system is to be asphalt shingles on felts on plywood or OSB decking on pre-engineered roof trusses. Foundation A will be steel reinforced, cast in place concrete spread footings with concrete masonry perimeter stem wall. Foundation B will be wood floor joists with insulation and vapor barrier. The interior partitions are standard wood studs with gypsum wallboard, painted. The floor finishes will be luxury vinyl sheets. Ceilings to be painted gypsum board, orange peel finish. Interior millwork will be painted on paint grade fir or pine and various hardwoods, unless otherwise noted. A residential grade heat and air conditioning system will be installed. Gas and/or electrical appliances, including water heater to be provided by Contractor, except as otherwise noted. All utilities shall be provided with overhead service entry at house. Utilities are provided on the site and coordination for connections should be made with the various providers (telephone, cable, and electrical services). Water, sewer and gas is provided on the site and all tap fees have been pre-paid as these were previously occupied lots.

4. The building is classified as Single Family Residential according to the 2014 Florida Residential Building Code. It is the responsibility of each Contractor to assure that all parties responsible to him follow and respect this rules and regulations.

5. Provide all required building permits and insurance as required by contract. Verify all existing utility taps and contact venders before excavation. Insure complete adherence with all approved permits from such agencies as the local building department and comply with all Federal, State, County and Local building codes.

6. Temporary utilities, including water and power shall be provided by the Contractor. Portable toilets shall be provided by the Contractor.

7. Project meetings will be held when needed to include the County Neighborhood Enterprise Division (NED) staff and at least one site visit by Architect during construction.

8. Submittals shall be made for products other than those listed in specifications or drawings. Three copies to be submitted to County NED for review and approval.

9. Contractor to notify the Architect in writing of any errors, discrepancies or omissions in the Contract Documents. Contractor will be responsible for the results of any errors, discrepancies or omissions which the Contractor failed to notify the Architect of before construction and/or fabrication of the work.

10. BID Format: Refer to Escambia County Purchasing Department documentation.

11. Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

01040 Project Coordination	Administrative requirements for coordination.
01090 Definitions and Standards	Terminology, trade names, codes and abbreviations.
01300 Submittal	Procedure for submittal.
01400 Quality Control Services	Quality Control, testing and inspections.
01500 Temporary Facilities	Services, facilities and support security.
01631 Product Substitutions	Procedure for handling substitutions.
01700 Project Closeout	End of Project Procedures.
01740 Warranties and Bonds	Special product warranties.

01030 – ALTERNATES

SUMMARY The alternate listed below is to include all costs associated with the work as described including general condition and administrative costs and contractors' overhead and profit.

1. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

3. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

4. Completeness: The contractor is to include as part of each Alternate, all miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not shown as part of the Alternate.

5. SCHEDULE OF ALTERNATES:

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan.
Alternate #2: The construction of a concrete parking pad and drive as shown on site plan.
Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300,407 and 416 Front Street.
Alternate #4: The installation of 1" vinyl blinds (white) on all windows.

Each alternate must be individually broken down by address number.

Division 2 - Site Work

02100 Demolition

1. Contractor to remove the existing single story wood frame residence if not already removed by other County Contractor. Remove all concrete slabs and foundations unless otherwise indicated on plans. Remove utility connections to a point of re-connection to the new residence. All debris is to be removed from the site and

properly disposed of according to local regulations.

2. Contractor to compact remaining soil to form the base for the new residence. Site to be prepared to receive new foundation and concrete slab as shown on drawings.

02200 Earthwork

1. Excavate for foundation as required. Where possible use clean excavated material for compacted fill in other areas of the work. Maintain side cuts to provide a safe work environment.

2. Prepare for slabs on grade, sidewalks, drives and pavement. Compact subgrade to 95% standard Proctor. Compact under new sidewalks to 95% standard Proctor. Prepare soils to receive landscaping and add top soil for planted areas. Refer to attached Soil Report prepared by Larry Jacob dated April 7, 2017 and Addendum to Report of Geotechnical Exploration dated August 8, 2017.

3. The Contractor shall provide all earthwork necessary to perform the work of the project including excavating, shoring, filling, backfilling, compacting and grading as shown on drawings. According to soil test, the water table is below the bearing level of the foundations. Foundations have been designed for soil conditions.

4. Soil testing has been provided by the County. During preparation of the soil the Contractor shall contact County NED for inspections, especially if unstable soils are uncovered. If additional evaluations are needed by the Geotechnical Engineer, the County will contract for such services.

02282 Termite Control

1. Engage a professional pest control operator and provide soil treatment for termite control.

Division 3 - Concrete

03300 Concrete Work

1. Poured in place walls, footings, slabs on grade, stairs and sidewalks: 3000 p.s.i. at 28 days, minimum thickness 3 ½". See drawings for size.
2. Reinforcement bars: per ASTM A615, grade 60.
3. Welded wire fabric: W1.4 x W 1.4 at 6" centers both ways or approved fibercrete.
4. Vapor barrier: 10 mill poly.
5. Provide all slabs for the placement of equipment.

Division 4 - Concrete Masonry Units

04200 Concrete masonry units and Face Brick

1. Standard concrete masonry units
2. Mortar: Type S or N per ASTM C270, color to be standard grey.
3. Reinforcement: Block ties at 16" on center vertically and 24" on center horizontally.

4. Lay block true, plumb and level per requirements of the Brick Institute of America (BIA).
5. Face brick to be Robinson Old Georgetown.

Division 5 - Metals

05500 Metal Fabrications (Where applicable.)

1. Steel units, shop fabricated miscellaneous metal.
2. Comply with American Institute of Steel Construction (AISC)
3. Materials: Structural steel shapes - per ASTM A36.
   Hot or rolled carbon steel sheets per ASTM A568 or A366.
   Flitch plate: 3/8" thick steel with pre-drilled holes for thru- bolts.

Division 6 - Wood and Plastics

06100 Rough Carpentry

1. For all rough wood framing, provide lumber meeting the requirements of WCLIB or WWPA:

   a. Lumber: Southern Yellow Pine No. 2 or better, or Douglas Fir with no more than 15% moisture content. Pressure treated where in contact with concrete.
   b. Plywood. APA performance rated panels, Product Standard PS-1.
      Sloped decks: 5/8" plywood with H clips @ seams. OSB may be used at Contractors option.
      Flat decks: 3/4" plywood with H clips @ seams.
      Sheathing: ½" plywood (8d nails at 6" perimeter and 12" field)
      Floor Decking: ¾" tongue and groove plywood (8d nails at 12" o.c.)
   c. For structural lumber to be exposed use no. 2 pine.

2. Provide all miscellaneous hardware, including fasteners for installation of rough carpentry.

06192 Prefabricated Wood Trusses

1. Comply with NFPA national Design Specifications and TPI Standards
2. Lumber: Provide lumber S4S, S-dry complying with PS20.
   a. Species: any softwood graded under NWPA, WCLB, SPIB or NLGA rules.
   b. Stress Rating: Fb - 1850 psi, E= 1,800,000 psi
3. Metal connector plates: Hot dip galvanized sheet steel, ASTM A446 Grade A
4. Trusses to be designed and certified by truss manufacturer's engineer. This is responsibility of Contractor to provide.

06200 Exterior Finish Carpentry

1. Finish carpentry to include the installation of running trim for window and door

casings, moldings, fascia board, wood brackets, columns and other miscellaneous details.

2. Materials: per AWI "Quality Standards"
   Wood species for exposed, unpainted surfaces: No. 2 pine or approved wood.
   Wood species for painted, protected surfaces: KDAT pine or fir, finger jointed paint grade. KDAT wood columns to be used for porches.
   Soffits: Perforated vinyl soffit installed per manufacturer's instructions.
   Porch ceilings: Painted plywood and exposed wood framing. Exposed fasteners to be painted.
   Siding: Siding to be "Hardi-board" Select Cedarmill or approved equal. Exposure to be 6 1/4". Verify siding choice with drawings.

06402 Interior Woodwork

1. Interior Woodwork to include casework, wood paneling, railing and decorative running trim. These may be Contractor's standard trim and casing in lieu of trim shown on drawings.
2. Materials: per AWI "Quality Standards."
   a. Surfaces of stained exposed wood to be as noted on the drawings.
   b. Wood trim to be painted to be fir or pine, paint grade, finger jointed.
   c. Particle board: ANSI A208.1
   d. Plywood: PS1, APA performance rated.

06405 Cabinets

1. Cabinets to be builder grade, natural wood finish paneled cabinet door and frame with builder grade hardware with satin nickel finish 2 1/2" wire pulls.
   Counter top and backsplash to be plastic laminate.
2. Set cabinets, shelves and countertops true level and plumb and secure to blocking in partitions.
3. Plastic laminate countertops and backsplash to be Wilsonart Standard Laminate. Color to be selected by Owner from the following:
   a. Kitchen
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Desert Zephyr 4841-60
      iii. Option 3: Twilight Zephyr 4845-60
   b. Restroom
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Natural Cotton 4946-38

Division 7 - Thermal and Moisture Protection

07200 Insulation

1. Fire rated insulation products, tested per ASTM E84 for burn and smoke characteristics. Batt type insulation: kraft faced, fiber glass units, Flame spread 25 or

less, smoke developed 75 or less. 3 1/2" R13 for exterior walls; 10" R30 for ceiling/roofs. 6 ¼" R19 for floor installation. Mfr: Certainteed, Manville or Owens-Corning or approved equal. Blown insulation may be used in the attic spaces.

07600 Flashing and Sheet Metal

1. Flashing and Sheet Metal to include Metal Flashing and Counter flashing, Sheet Metal at concealed and exposed joints. (.32 white finished aluminum and 22 gauge galvanized as indicated on plans.)

07311 – Asphalt Shingles

1. 3-Dimensional Laminated Strip Shingle, UL Class "A": Mineral- surfaced, self-sealing, laminated multi-ply overlay construction fiberglass based strip shingle complying with ASTM D 3018, Type 1, and with ASTM D 3462. Provide shingles bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color as selected by Architect. **Timberline HD (25-year) by GAF Corp.**, or approved equal by one of the following:
   Manville Building Materials Corp.
   Tamko Corp.
2. Asphalt-Saturated Roofing Felt: Two layers of No. 15, unperforated organic felt, complying with ASTM D 226 Type I, 36" wide, approximate weight 18 lbs./square. One layer of 30# felt may be used at Contractor option.
3. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.
4. Nails: Aluminum or hot-dip galvanized 11 or 12-gage, sharp- pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" into solid decking or to penetrate through plywood sheathing.
5. Metal Drip Edge: Minimum .032" white finish aluminum sheet, brake-formed to provide 3" roof deck flange, and fascia flange as shown on drawings. Furnish in 8' or 10' lengths.

07312 – Metal Porch Roofs

1. Metal roof panels to be 26 gauge, galvanized, corrugated panel, 24" coverage installed with exposed fasteners as recommended by manufacturer. #12, 3/4" Kwik Seal, hot dip galvanized screws with rubber washers at 12" o.c. up the slope and 6" o.c. cross the slope.
2. Underlayment to be Grace Ice and Water Shield, or approved equal, installed per manufacturers recommendation.

07900 Joint Sealers

1. Provide joint fillers for interior and exterior applications.
   a. Exterior joints: Multi-part non-sag urethane, Type M, grade NS. Mfr. Peora Dynatrol II, Tremco Dymeric, Sonneborne NP2 or approved equal.
   b. Horizontal surfaces: Multi-part urethane: Mfr: Pecora Urexpan NR-200, Tremco THC-900 or equal.
   c. Interior exposed surfaces: Latex-Acrylic emulsion sealant per ASTM C834. Mfr: Pecora AC 20, Premco Acrylic-Latex 834 or equal.
   d. Mildew Resistant sealant: one-part silicone for around plumbing fixtures. Mfr: Pecora 863, Dow 786 or equal.

Division 8 - Doors and Windows

08212 Five Panel Hollow Masonite Doors

1. Provide Masonite hollow core five panel doors to comply with AWI Architectural Woodwork Quality Standards, of special design and construction.

08610 Doors and Windows

1. Provide vinyl windows as manufactured by Jeldwen or approved equal.
2. Exterior doors to be fiberglass as manufactured by Neuma, Jeldwen or approved equal. Door hardware to be provided by manufacturer.
3. Glass to be double insulated, impact resistant, as provided by manufacturer. Simulated divided lites as shown on drawings
4. Color to be white, unless otherwise noted.
5. All hardware, including latches, locks, screens and handles are to be included.

08710 Finish Hardware

1. Provide standard factory units, standard duty, residential grade hardware complies with the ANSI/BHMA standards.
2. Materials include locksets, butts, closers and door stops.
3. Finish: Satin Nickel
   Mfr: As provided by Exterior Door Manufacturer.
   All other hardware to be standard, Kwikset Tylo with privacy locks.

08800 Glass and Glazing

1. Provide flat and insulated, impact units, clear glass per FGMA requirements. Windows to be factory pre-glazed. Fixed frames to receive ½" or 5/8" insulated, impact glazed units - clear glass.

Division 9 - Finishes

09950 Vinyl Sheet Flooring

1. Vinyl Sheet: **Roll width 12'**as manufactured by Armstrong Flooring, StrataMax Best vinyl sheet installed per manufacturer's instructions. Pattern and color to be Distressed Hickory Sadle X3541.

09900 Painting

1. Painting includes exterior and interior applications. Three coat application per manufacturer's recommendations including one prime coat and 2 finish coats. Paint to be alkyd, Latex systems as recommended by Glidden, Sherwin Williams, Benjamin Moore or equal.

Division 10 - Specialties

1. Kitchen appliances are listed on the drawings. The appliances will be provided by the County

through a partnership agreement. Contractor to provide installation cost only in base bid.

2. Bathroom accessories are to include chrome shower bar, chrome toilet paper holder, 24"x30" mirror, and one 24" long chrome towel bar.
3. Provide house number of the size and placement to comply with US Postal Service standards. Install on wall above or next to front door.
4. Provide post mounted mailbox of the size and placement to comply with US Postal Service standards. Install along street for mail truck accessibility.
5. Provide builder standard coated wire shelving and install as shown on drawings.

Division 15 – Heating, Ventilation and Air Conditioning

PART 1 - GENERAL

DRAWINGS

1. The drawings for the Heating, Ventilating and Air Conditioning for this job are diagrammatic. The Contractor shall make his own measurements at the site and in the buildings during construction and install the systems as the work progresses in such a manner that the equipment, piping, conduit, panels, and ductwork will fit into the finished space provided maintaining headroom; and be neatly installed. All equipment and its interconnecting piping, ductwork, conduit, etc., shall be provided.

2. Due to differences between various manufacturers, it is not practicable to show exact dimensions of units, nor to show or specify all minor details of equipment. Contractor shall provide all valves, fittings and accessories as necessary for a complete installation, whether or not specifically mentioned or shown.

3. Equipment shall not be acceptable if operated in excess of the recommended and published ratings of the manufacturer.

TESTS AND GUARANTEES

1. After completion of his work, and when the building is ready for occupancy, this Contractor shall operate the air conditioning or heating system for a reasonable period to insure proper operation. During the tests, the Contractor shall adjust controls, outlets, etc.

HEAT PUMP OUTDOOR SECTION

1. Units shall be completely factory assembled, wired, and statically tested. Units shall be ARI certified and rated in accordance with ARI 240-77, Heat Pump Units.

2. Condenser coil shall be copper tube type with aluminum fins mechanically bonded to the tubes with a minimum tube size of 1/2" o.d. If all aluminum coils are provided, manufacturer shall provide five-year warranty for the coil.
3. Condenser fan shall be propeller type, vertical discharge with vinyl coated fan guard. Fan shall be electronically balanced to eliminate vibration and noise. Fan motor shall be direct drive, inherently protected with sealed ball bearings.
4. Compressors shall be designed for split system direct expansion use.
5. Compressors shall be sealed hermetic type with external vibration isolating mounts. Compressors shall have crankcase heaters to prevent oil dilution. Compressor section to contain filter drier and accumulator. Compressors shall have factory-mounted suction and discharge line service valves. Manufacturer shall provide five-year warranty on compressors and file warranty with Architect.

6. Controls shall be factory mounted and wired in an accessible enclosure within the compressor compartment. System controls shall have a fully automatic defrost cycle for heating operation. Safety controls shall consist of high-low pressure cut-out and compressor overload protection. Cabinet shall be set standard of quality in appearance and construction. Cabinet shall be of zinc coated sheet steel and finished with epoxy paint. Compressor section shall have a large access panel for ease of service.
7. Unit shall have capacities as per schedule on drawings and shall be Trane, Carrier, Lennox, or equal. SEER and HSPF shall meet minimum requirements of heat pump unit schedule on the drawings.

2.02 AIR HANDLING UNIT (INDOOR SECTION)

1. Unit shall be completely factory assembled with direct expansion coil(s), insulated drain pan, fan and filter section complete with disposable 1" thick filters. Units shall be designed for horizontal mounting as shown on the plans.

2. Evaporator coil for air handling units shall be direct expansion. Refrigerant type shall be refrigerant 410A. Coil shall consist of copper tube with aluminum fins mechanically bonded. Thermal expansion valves shall have bypass line and check valve installed for heat pump use. Minimum tube size shall be 1/2" o.d.

3. Evaporator fan shall be forward curved double inlet mounted on a common shaft with permanently lubricated ball bearings. Fan shall be statically and dynamically balanced for smooth operation. Evaporator fans shall have V-belt drives with adjustable pitch pulley or direct driven fans with multiple speed taps for adjustment.

4. Cabinet shall be constructed of hot dip galvanized sheet steel a minimum thickness of 18-gauge. Interior panels and top shall be covered with insulation to prevent heat gain and noise transmission. Drain pan shall be coated to prevent condensation and corrosion.

5. Filter shall be of standard size throwaway and not less than 1" thick. Filter section shall be accessible from side of unit. Provide proper clearances for filter removal as recommended by the manufacturer.

6. Units shall have capacity as per schedule on drawings and shall be Trane, Carrier, Lennox or equal.

7. Electric heaters shall be UL listed and factory installed as an integral part of the AHU (with timed defrost control).

2.04 CONTROL OPERATIONS

1. General space temperature shall be controlled by wall mounted thermostat located within the spaces as indicated on drawings. Thermostat subbase shall include a system selector switch (OFF-HEAT-AUTO-COOL) and fan switch (AUTO-ON) and be provided by the air conditioning equipment manufacturer.

2. Wiring: All control wiring external to the air conditioning equipment shall be installed by the control sub-contractor under the direct supervision of the HVAC subcontractor.

3. Note: All wiring required for equipment operations shall be by the electrical contractor. This Contractor shall also provide all conduits as required for control wiring.

2.05 DUCTWORK

1. The sizes, runs, and connections of ducts shall be as indicated. Adhere to drawings as closely as possible. The right is reserved, however, if required to meet structural or other interferences, to vary run and shape of ducts and offsets during progress of work, at no extra cost to the Owner. Ductwork specified herein shall have rectangular cross section, unless otherwise indicated.

2. Materials - Methods of Construction: Details of construction and materials not specified herein shall be in accordance with SMACNA Low Velocity and ASHRAE "Guide" recommendations. Fabricate ductwork in workmanlike manner with airtight joints presenting smooth surface on inside, neatly finished on outside. Seal all duct joints airtight with approved tape or mastic before insulation is applied. Construct ductwork air extractors, spin-in taps with air scoops, turning vanes, splitter dampers, etc., to ease air flow and balancing of air. The joint between the trunk duct and any air extractor or spin-in tap shall be sealed with approved tape or mastic. Unless otherwise indicated, where square elbows have to be used, provide fixed deflectors. Construct, brace and support ducts in manner that they will not sag or vibrate to any perceptible extent when fans are operating at maximum speed and capacity.

3. Flexible ductwork shall be equal to Thermaflex Type M-KB with 1"-1 lb. density insulation (minimum "R" value = 6) with metalized film vapor barrier, and conform to UL-181 as a Class I duct.

4. Duct board shall be equal to Owens Corning QuietR Duct Board, a rigid resin bonded fibrouse glass board with damage resistant, fire retardant, reinforced aluminum foil (FRK) facing, with a double matt air stream surface. Install and cover joints according to manufacturers recommendations.

2.07 REFRIGERANT PIPING

1. Piping shall be type "K" hard drawn copper, ASTM Spec. B280, and shall be mill cleaned, dried, and capped. Fittings shall be extra heavy wrought copper in accordance with ANSI B9.1 with joints soldered using a high content silver alloy solder. Insulate refrigerant suction line with 3/4" wall foamed plastic insulation slipped over tubing and all joints thoroughly sealed. Paint insulation with two coats of acrylic protective paint where insulation is exposed to weather. Protect insulation with metal saddles and shields at all hanger points.

2.08 DAMPERS

1. Provide splitter and deflecting vanes for control of air volume and direction, and for balancing system where indicated, specified, directed or required.

2.09 GRILLES AND DIFFUSERS

1. All grilles to be standard prefinished white metal or vinyl.

PART 3 - EXECUTION

3.01 TESTING AND BALANCING

1. The heating and ventilating subcontractor shall verify the capacities of each grille, register, and equipment opening as determined by the test after final adjustments have been made with a notation for the final setting and average velocity through each outlet as determined by readings of a velometer taken at several points at the face of the register or opening. Air delivery through supply outlets shall be considered equal to that quantity as published in the manufacturer's tables. Return air through return air grilles shall be considered as equal to the product of the velometer velocity and effective area of the register.

2. Thermostats for the air conditioning equipment shall be provided as part of that equipment, and connected up by the electrical subcontractor, and is tested by the HVAC subcontractor.

3.02 CLEANING VENTILATING SYSTEMS

1. All ducts shall be thoroughly cleaned and blown out to prevent any debris from damaging fan wheels or discharging through diffusers when systems are placed in operations. All temporary connections required for blowing out the system, cheesecloth for all duct openings, and any other equipment or labor for cleaning shall be provided by the heating and ventilating subcontractor. All filters shall be renewed after ventilating systems have been cleaned. The cost of renewal shall be borne by the General Contractor.

15400 Plumbing

According to applicable plumbing codes as shown on drawings.
All piping to be PVC or PEX.
All under slab domestic water piping to be copper, PVC or PEX approved for under slab installation.
Hot water system to be Gas on demand type, Rinnai or approved equal, Energy Star rated

1.06 PIPING

1. Provide pipe sleeves through masonry construction, and install escutcheon plates around exposed piping in all rooms. Provide vented pipe sleeves for under slab gas pipes unless not required by Code.

2. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV in accordance with Residential Standards CS272-65 or ASTM Standards D2665-68.

3. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.

4. Above slab cold water and hot water piping shall be PVC or PEX. Below slab cold water piping shall be type "K" soft copper tubing, PVC or PEX installed per manufacturers requirements.

1.07 PIPING PLACEMENT

1. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.

2. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.

3. Soil Pipe: Support to firm earth below floor slabs.

    1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.

    2. Connections to vertical soil pipe to all connections in horizontal soil pipe to be made by "Y" fittings.

    3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined (even if final connection is specified under another section).

4. Vent Pipes:

    1. Main soil pipe stacks to be extended up through the building full size with increaser through roof per code.

    2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.

    3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.

5. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.

    1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.

    2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.

    3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

1.08 WATER PIPING

1. All water piping, unless otherwise shown or specified shall be PVC, Schedule 40 or PEX (Cross-linked polyethylene piping.) Install each per manufacturer's instructions. It shall be clean, round, straight, and true to size, free from flaws and other defects.
2. All fittings shall be PVC. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then bonded with appropriate pipe cement.

2.02 GAS PIPING

1. All piping above grade shall be Schedule 40 black steel ASTM 120. Fittings shall be 150-pound black malleable screw pattern for all sizes 2" and smaller. Under slab piping shall be placed in vented sleeve unless Code does not require venting.

2. All piping shall be installed in accordance with NFPA recommendations and the Southern Standard Gas Code complete with all necessary appurtenances.

3. Horizontal piping shall grade with a slope of 1" on 40 feet-0" to drip legs at all low points as required. Drips shall be provided at all low points and at bottom of risers. Drips shall be same size as the piping where installed and shall be a minimum of 12" long. Use ground joint unions in all screw piping joints.

4. Provide standard testing procedures for piping.

2.03 UNIONS

1. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.

2. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.

3. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.

4. Unions connecting dissimilar metals shall be dielectric type.

2.04 VALVES AND COCKS

1. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.

2. Angle or straightway chromium plated stops on the supplies to all fixtures accessible from the same room in which the fixtures are located.

3. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.

4. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:

    1. Gate valves 1/2" to 3" = S-111.
    2. Ball valves 1/2" to 2" = S-585.
    3. Check valves 1/2" to 3" = S-413W.

2.05 THERMAL INSULATION WORK

1. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finished, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.

2. All hot and cold water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.

3. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.

4. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.

5. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

2.06 FLOOR, WALL, AND CEILING PLATES

1. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

2.07 PLUMBING FIXTURES AND EQUIPMENT

1. Provide roughing-in for and connect to supply lines, waste and vent lines, all equipment, fixtures, drains, etc., specified herein or in other sections of the specifications which require such connections.

2. Provide stops in hot and cold water connections to each fixture, equipment items, etc. Where not otherwise specified, stops shall be same as specified hereinbefore for ball valves. Provide deep escutcheon on all sinks and lavatories where waste pipe goes into wall. Anchor all supplies from wall securely within wall construction.

3. Provide stops for all fixtures. Traps for all fixtures shall be 17- gauge chromium plated brass.

4. Plumbing fixtures shall be equal to American Standard, Crane, Kohler, or Eljer, or approved equal.

5. Faucets shall be lead free, code compliant, and certified to NSF Standard 61, Section 9.

6. Plumbing fixtures shall be as shown on drawings.

7. Floor Drains (All Locations): Zurn ZN-415 Series with nickel bronze top and flashing collar. Floor drains shall be provided with trap primer tap as indicated on plans. Floor drain traps and horizontal piping above finished areas used for a/c condensate drainage shall be insulated with 1" thick blanketed insulation.

2.08 CLEANOUTS

1. Provide cleanouts in sanitary piping at all changes in direction at ends of branches, at intervals not exceeding 40' on straight runs, and elsewhere as shown. Cleanouts shall be full opening type completely accessible. Size same as lines in which they occur, but not larger than 4". Tees and extensions shall be of same weight as pipe. Plugs shall be countersunk type.

2. Outside cleanouts to grade shall be brought up flush with finished grade and installed in 12" x 12" x 6" concrete pad, cleanout plug shall be countersunk.

3. In Outside Line: PVC cleanout tee with PVC plug. Terminate at grade or pavement in 18" x 18" x 6" concrete pad with tooled edges.

4. In Finished Walls: PVC cleanout tee with PVC plug and wall plate cover.

2.09 TANKLESS WATER HEATERS

1. Heater shall have two heating modules. Element shall be replaceable cartridge insert. Unit shall have a replaceable filter in the inlet connector. Heater shall be fitted with 1/2" diameter compression nuts and sleeves. Maximum operating pressure shall be 150 psi. Heater shall be compatible with pre-heated water feed.

2. Water heater shall be equal to Rinnai and shall be residential gas type as indicated. Must be Energy Star rated. Verify voltage from electrical plans. Provide thermostat for control.

PART 3 - EXECUTION

3.01 COMPLETION OF WORK

1. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

3.02 TESTING

1. General: Test shall conform to local code requirements.

2. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.

3. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

3.03 DISINFECTION

1. Disinfect all domestic water piping in accordance with local health department guideline.

Division 16 - Electrical

16011 According to applicable codes as shown on the drawings.

GROUNDING

1. Provide grounding and bonding systems in strict accordance with the latest published edition of N.E.C., except where more stringent requirements are specified herein. Interconnection of neutral and ground is not permitted except at service entrance equipment. Install grounding conductors to permit shortest and most direct path to ground. Concealed joints shall be made by Cadweld method. Where grounding conductors are in raceway, bond conductor and raceway at both ends. Grounding and bonding fittings used shall be UL listed and be compatible with metals used in system. Sheet metal type strap are not acceptable.

2. Service entrance ground electrode system shall consist of driven electrodes, connection to water piping, and building grounding grid, as required by NEC Article 250-50. Unless otherwise shown on drawings, each driven electrode shall consist of one 3/4 inch diameter 10 ft. long copperweld steel rod. Rod made of wrought iron may be used in lieu of copperweld at option of contractor. Water pipe connection shall be made to a minimum one inch diameter metallic cold water pipe. Extend grounding conductor to main telephone equipment space. Interconnect conduits entering and leaving service entrance equipment using grounding bushing and copper.

3. The panelboards and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of NEMA and UL as follows:

   a. UL 67 -- Panelboards
   b. UL 50 -- Cabinets and boxes
   c. NEMA PB1
   d. Fed. Spec. W-P-115C
   e. Circuit breaker -- Type I class I

4. Wiring shall be copper conductor with non-metallic sheath (NM) over multiple conductors.

WIRING DEVICES

1. Colors: Wiring device and wall plate colors shall be white.

2 Receptacles: Duplex receptacles shall be specification grade, 15 amps,125 volts with grounding terminal. Color to be selected by architect.

3. Switches: Switches shall be specification grade, 15 amps, 120/277 volts A-C only, single pole, three-way or four-way as shown, single throw with screw terminals arranged for side wiring.

4. Device Plates: Shall be of the constructed of polycarbonate.

5. Ground Fault Receptacles: Furnish and install receptacles with ground fault circuit interrupters as indicated on plans. Receptacles shall be NEMA 5-20R configuration with 120V ac 15 amperes circuit rating. All receptacles shall be such depth as to permit mounting in outlet boxes 1 1/2" or greater in depth without the use of spacers. Units shall have line and load terminals such that connection to load terminals will provide ground fault protection for other receptacles. All receptacles shall accept standard duplex wall plates. All receptacles shall be noise suppressed and shall be UL listed.

16510 Lighting

1. Field verify all outlet locations and switch locations. Provide telephone cabling and cable TV wiring.

   Smoke detection: Provide smoke detectors per code. Provide carbon monoxide detectors per code.

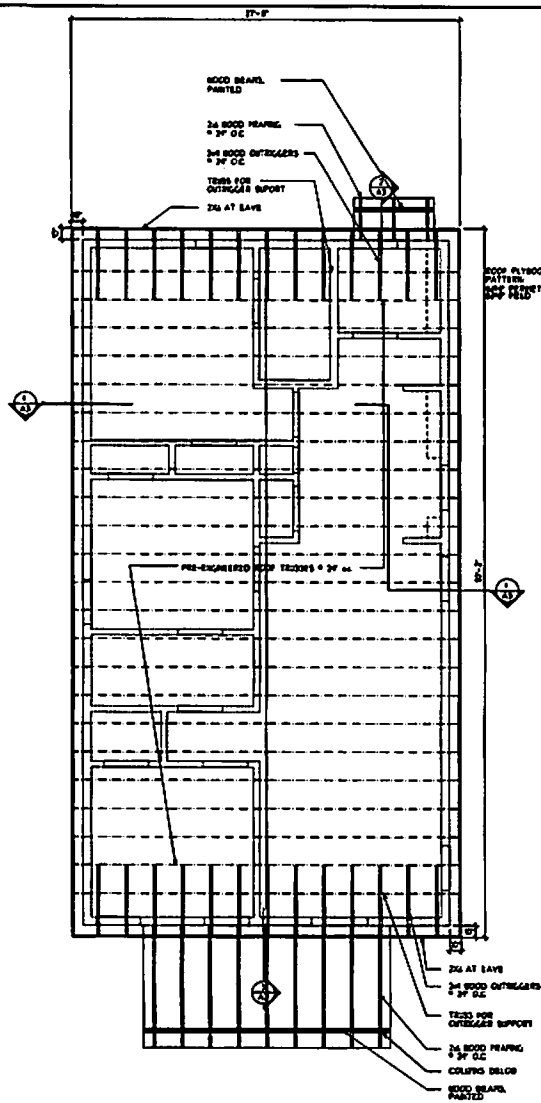
   Provide wired, cleaned, and with lamps specified, all fixtures designated on drawings. Contractor shall verify the ceiling construction for correct trim and support arrangement of lighting fixtures; corrosion resistant plaster frames are required in plaster ceilings. Shop drawing submittals shall consist of properly identified copies of manufacturer's catalog pages showing all features and accessories specified.

2. Lighting Schedule:

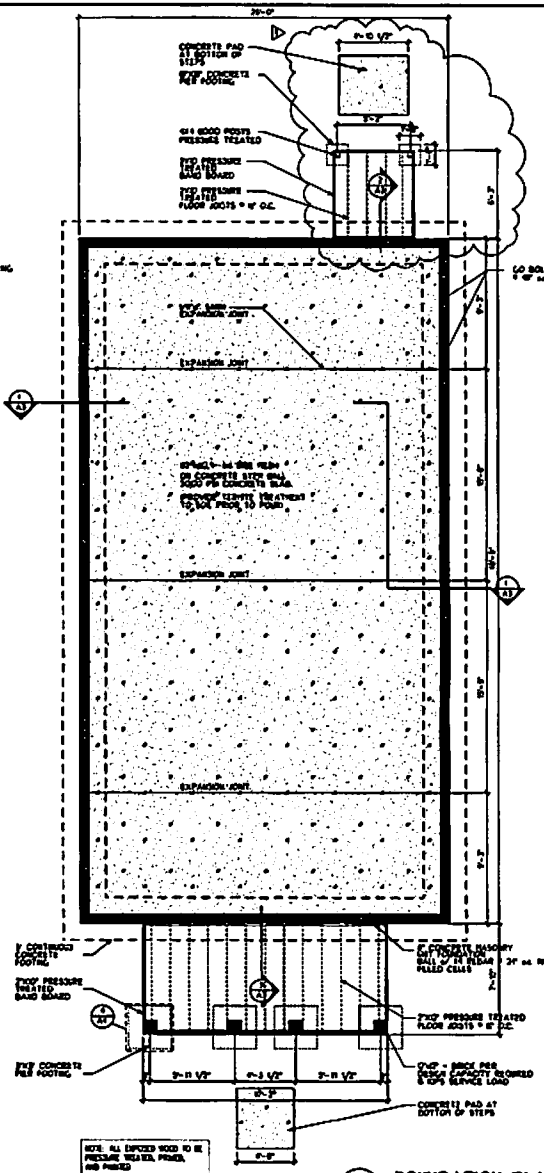
   Recessed LED: Commercial Electric Model # CER6730DWH40
   Porch Light: Hampton Bay Model # BPP1611-BLK
   Wall Sconce: Hampton Bay Model # X124501
   Pendant Light: Progress Lighting Model# P5096-09
   Chandelier: Commercial Electric Model # HON8913A
   Exhaust Fan/Light: Nutone Model # XN50L
   Ceiling Fan: Hunter Model # 59246

3. Secure mounting and support of all lighting fixtures shall be accomplished under this section of these specifications. Lighting fixtures shall be installed plumb, square, and level with the ceiling, wall, and in alignment with adjacent lighting fixtures. Mounting heights indicated shall be to the bottom of the fixture for ceiling-mounted fixtures and to center of fixture for wall-mounted fixtures.

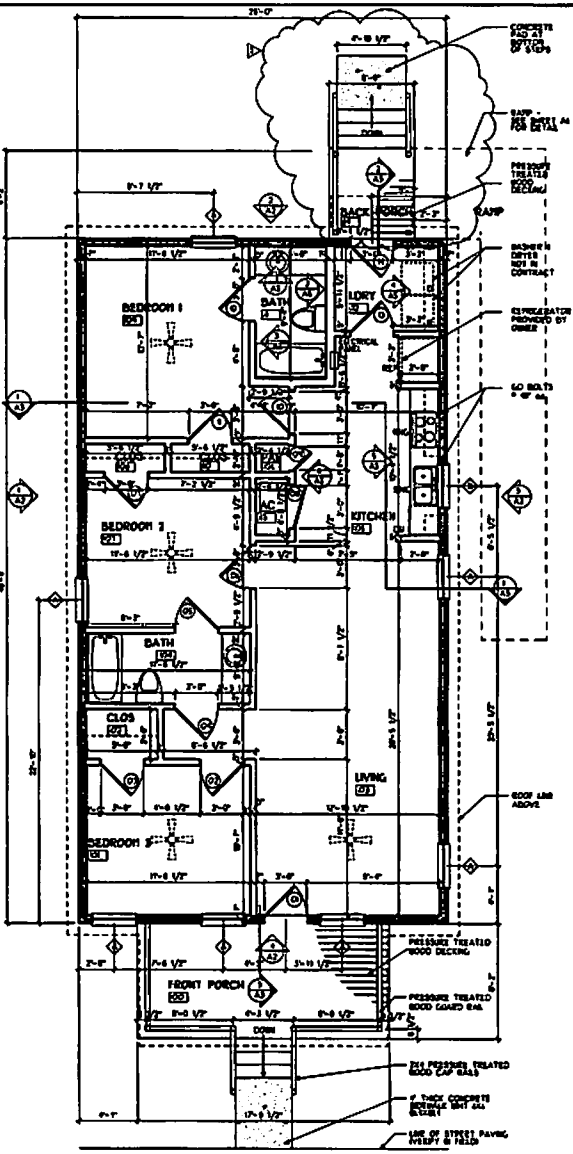
END OF OUTLINE SPECIFICATIONS



FRAMING PLAN



FOUNDATION PLAN



FLOOR PLAN B

Quinn Grundhoefer Architects

WALL LEGEND

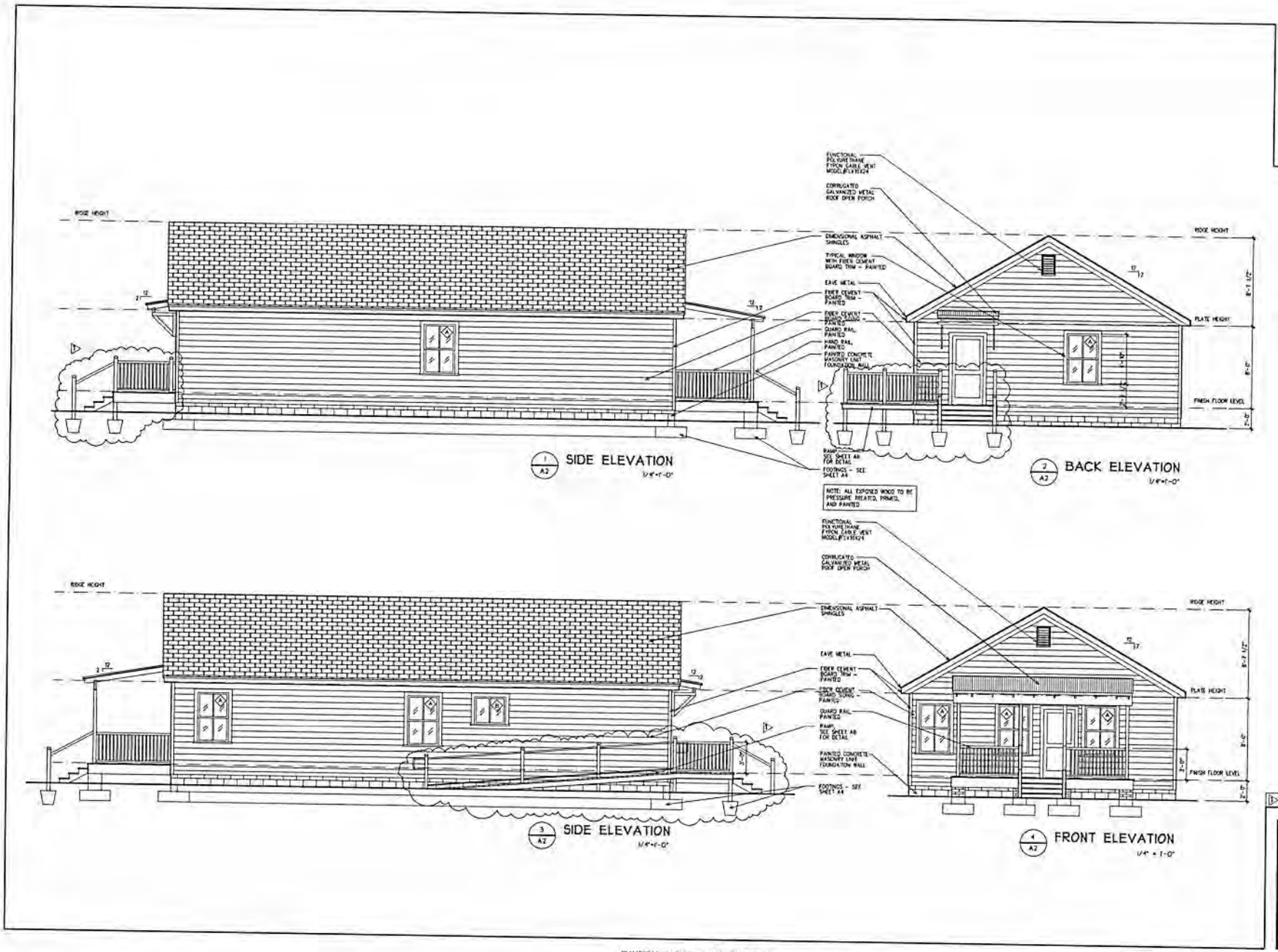
EXTERIOR WALL
FIBER CEMENT BOARD HORIZONTAL SIDING OR FIBER CEMENT BOARD & BATTEN ON BUILDING WRAP ON 1/2" PLYWOOD SHEATHING, ON 2x6 STUDS w/ 5 1/2" BATT INSULATION
(7" NOMINAL THICKNESS)

INTERIOR PARTITION 1/2" GYPSUM BOARD ON BOTH SIDES 2x4 STUDS, UNLESS OTHERWISE NOTED
(4" NOMINAL THICKNESS)

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD OR TO CENTER OF COLUMN, DOOR, OR WINDOW.
2. HEADERS OVER EXTERIOR WALL OPENINGS TO BE (2) 2x12's, TYPICALL BEAM ON DOUBLE STUDS.
3. ALL WINDOW SIZES INDICATE ROUGH OPENING.
4. TYPICAL INTERIOR TRIM TO BE PAINTED MDF BASEBOARD & MDF DOOR & WINDOW CASING.
5. CLOSETS TO BE INSTALLED w/ ONE CHROME ROD & ONE 12" WIDE SHELF.
6. BID ALTERNATE #1: PROVIDE 7" VINYL SIDING (BASIS) ON ALL WINDOWS.

Project	Alger-Sullivan SHIP Housing
Date:	09-01-17
Sheet No.	House 416
Project No.	1816
	A1



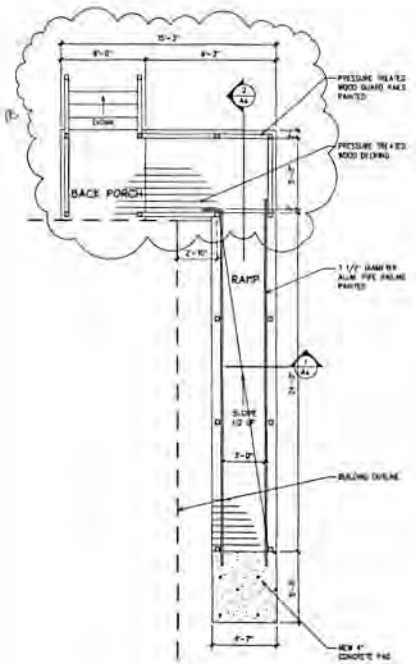
EXTERIOR COLOR PALETTE:
SIDING- LANDARD BLUE SW 6226
TRIM- CLASSIC LIGHT BUFF SW 0050
DMU SIDE WALL- MIDNIGHT NAVY SW 0032
ASPHALT SHINGLE- SLATE GREY
WINDOW SASH- WHITE
RAILINGS- WHITE
FRONT DOOR- MIDNIGHT NAVY SW 0032

Quina Grundhoefer Architects
• • •
400 West Romana Street · Pensacola, FL 32502
850-433-5575 Fax 850-433-5366
E-mail: qga@quinaarchitects.com

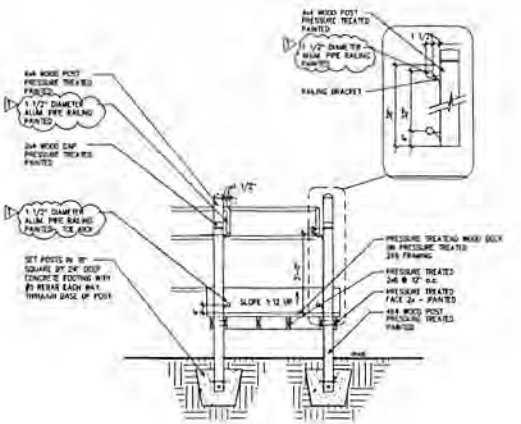
10-19-17 Rinne Railing

Project:
Alger-Sullivan SHIP Housing
410 Front Street
Century, Florida

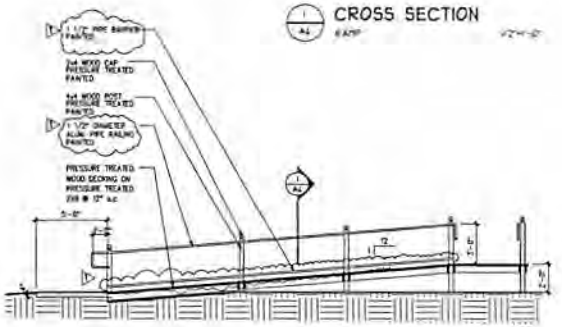
Date: 09-01-17
Sheet No: House 416
Project No: 1816
A2



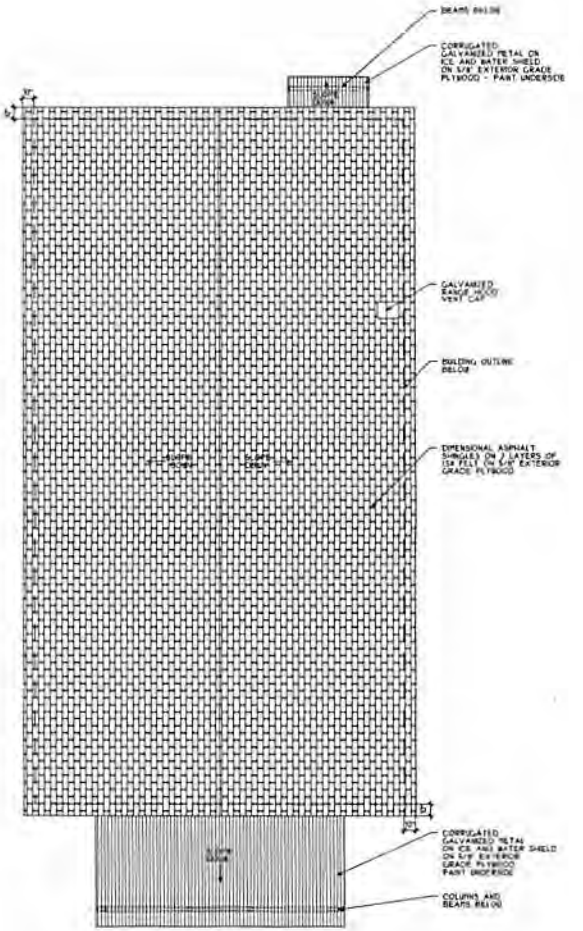
3/A6 PLAN
RAMP



1/A6 CROSS SECTION
RAMP



2/A6 LONGITUDINAL SECTION
RAMP



ROOF PLAN
1/4" = 1'-0"

Quina Grundhoefer Architects

10-19-17	Ramp Railing

Project
Alger-Sullivan SHIP Housing
416 Front Street
Century, Florida

Date: 09-01-17
Sheet No: House 416
Project No.: 1816
A6

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, 223 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 presents.

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 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:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

Witness

Witness

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 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)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the 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 pond 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 agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

_____

_____
Witness

_____
Witness

SURETY:

_____
(Printed Name)

_____

_____
(Business Address)

_____

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

EXHIBIT C

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date:

_____
Homeowner Signature

_____
Print Name: Date:

CONTRACTOR:

_____
Signature

_____
Print Name Date:

_____
Firm Name

3 Originals: Homeowner, Contractor, File

NEIGHBORHOOD ENTERPRISE DIVISION

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

EXHIBIT D

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority personally appeared this day the undersigned _____ who after being first duly sworn, deposes and says of his or her personal knowledge the following:

That heretofore, _____, as "OWNER," and _____ as "CONTRACTOR," entered into a certain agreement whereby the undersigned contracted to rehabilitate for owner a dwelling upon the following described land situate, lying, and being in the County of Escambia, State of Florida, more particularly described as follows:

This affidavit is executed by the CONTRACTOR in accordance with Section 713.06 of the Florida Statutes for the purpose of obtaining final payment from the OWNER/Owner's Agent in the amount of $_____.
All work to be performed under the contract has been fully completed, and all lienors under the contract have been paid in full, except the following listed lienors (if none, so state in both columns):

NAME OF LIENOR:	AMOUNT DUE:

That the undersigned has in no way assigned, pledged, or hypothecated said contract, or any amount or amounts due or to become due hereunder, or in connection therewith, and gives this affidavit, inter alia, to induce final acceptance and payment of the above described project.

FIRM: _____
By:

_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **Design Home Builders, Inc.** who is personally known to me, or provided _____ as identification and who did/did not take an oath.

_____
Notary Public, State of Florida
My commission expires: _____

[SEAL]

Commission No.: _____

SHIP SUBSTANTIAL REHABILITATION/
RECONSTRUCTION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Carl and Marielena Godwin (hereinafter referred to as "Owner"), and Emerald Coast Constructors, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Substantial Rehabilitation/Reconstruction Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 307 Front Street, Century, FL 32535 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

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 an amount not to exceed the total sum of **$ 114,000.00 (base bid of $114,000)** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. The County shall issue payments to the Contractor as follows:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Contractor may request payments by the submission of a properly executed original invoice submitted to NED with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

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.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *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.

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.

Pursuant to §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 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **one hundred twenty (120) calendar days** from the Commencement Date specified in the Notice to Proceed. Work will be fully complete within **one hundred thirty-five (135) calendar days** from the date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project 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. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents and as evidenced by a Certificate of Occupancy, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the performance of the work as a result of the Owner's unreasonable interference or other 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/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the 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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. **Project Site Protection**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, 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 performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. **Defective Work.** Work not conforming to the requirements of the Agreement shall be deemed "*defective work.*" If required by County, Contractor shall either cure 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. 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.

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 work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, 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.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar 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 possession 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 Section. 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 Agreement, 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 15. Termination.

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) 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 (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the 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.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right

to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

If 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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☒ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall timely vacate the premises prior to the Commencement Date of the Project. The Owner shall at all times cooperate with the

Contractor and County to facilitate the performance of the work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. **Dispute Resolution.** Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. **Public Records.** The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. 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.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, 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.

Section 29. **Assignment.** 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.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Carl & Marielena Godwin	Robert Zimmerman
Neighborhood Enterprise Division	307 Front Street	Emerald Coast Constructors, Inc.
221 Palafox Place, Suite 200	Century, FL 32535	56 S. Alcaniz Street
Pensacola, FL 32502		Pensacola, FL 32502

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor 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.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** 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.

Section 34. **Severability.** 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.

Section 35. **Headings.** 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.

Section 36. **Authority.** 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Emerald Coast Constructors, Inc. 56 South Alcaniz Street Pensacola, FL 32502	**Name, Address, City, State, Zip:** Carl and Marielena Godwin 307 Front Street Century, FL 32535
FL and County License No.: CGC1511381	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 11/1/17	**Date of Acceptance:**

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/4/17

EXHIBIT A

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION NUMBER PD 16-17.097
BIDS WILL BE RECEIVED UNTIL: 3:00 PM, CDT, November 01, 2017
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

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on, **October 17, 2017 at 2:00 PM, CDT.**

Board of County Commissioners

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

Pursuant to FS255.0991 the local preference is not included in this solicitation.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
SPECIFICATION PD 16-17.097

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer and Bid Form (with original signature)
- Bid Surety (bond, check, etc.)

The following documents should be returned with bid

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(s), Certification(s) and/or Registration(s)
- Public Records Exemption of Building Plans

Before you submit your bid, have you:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

The following submittals are required upon notice of award:

- Certificate of Insurance
- Payment and Performance Bonds

How to Submit a No Bid:

- If you do not wish to bid at this time, please remove the bidder solicitation, offer and award form from the bid solicitation package and enter no bid in the **"reason for no bid"** block, your company's name, address, signature, and return the bidder solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.
Do not return with your bid.

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
PD 16-17.097

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Bid Alger-Sullivan SHIP Replacement Housing

Solicitation Number PD 16-17.097

Solicitation

MAILING DATE: October 02, 2017
PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 2:00 PM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, November 01, 2017, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

Bid Bond Attached:
$ _____

_____
(Name and Title of Person Authorized to Sign Offer)

*_____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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 the bid/proposal being rejected as non-responsive.

Bid Form

BASE BID SET 1:

Total: _____ $ 0.00

1a. 300 Front Street Base bid: _____

1b. 307 Front Street Base bid: _____

1c. 403 Front Street Base bid: _____

BASE BID SET 2:

Total: _____ $ 0.00

2a. 402 Front Street Base bid: _____

2b. 407 Front Street Base bid: _____

2c. 416 Front Street Base bid: _____

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

3a. 300 Front Street Alternate: _____

3b. 307 Front Street Alternate: _____

3c. 403 Front Street Alternate: _____

3d. 402 Front Street Alternate: _____

3e. 407 Front Street Alternate: _____

3f. 416 Front Street Alternate: _____

Alternate #2: The construction of a concrete parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

4a. 300 Front Street Alternate: _____

4b. 307 Front Street Alternate: _____

4c. 403 Front Street Alternate: _____

4d. 402 Front Street Alternate: _____

4e. 407 Front Street Alternate: _____

4f. 416 Front Street Alternate: _____

Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300, 407 and 416 Front Street. DEDUCT the following amounts from Base Bids:

5a. 300 Front Street Alternate: _____

5b. 407 Front Street Alternate: _____

5c. 416 Front Street Alternate: _____

Alternate #4: The installation of 1" vinyl blinds (white) on all windows. ADD the following amounts to Base Bids:

6a. 300 Front Street Alternate: _____

6b. 307 Front Street Alternate: _____

6c. 403 Front Street Alternate: _____

6d. 402 Front Street Alternate: _____

6e. 407 Front Street Alternate: _____

6f. 416 Front Street Alternate: _____

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

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

_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____
Expiration Date:_____

County Permits/Fees required for this project:

Escambia County $800.00
Town of Century Land Use Certificate, fee waived by Town of Century

Person to contact concerning this bid:

Name: _____

Phone: _____

Email: _____

Person to contact for emergency service:

Name: _____

Phone: _____

Email:_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the date of Notice to Proceed. The Bidder agrees to fully complete all work included above within **One Hundred Thirty-Five (135) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Hundred Fifty Dollars ($150.00) be assessed for each day that completion of the project is delayed.**

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Percent (5%) of the Base Bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
https://myescambia.com/our-services/purchasing

Paul R. Nobles
Purchasing Manager

RE: PD 16-17.097 Juvenile Detention Center Corridor Addition

To the Escambia County Office of Purchasing

We hereby acknowledge and certify that our company has returned with our bid, the CD and any copies of the plans and specifications relative to this project. We understood that when we received the information that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is:

_____
_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation **(Please Circle One)** Yes or No

If not a Florida Corporation,
In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 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://dos.myflorida.com/sunbiz/search/
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 16-17.097, "Re-Bid Alger Sullivan SHIP Replacement Housing"
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:

A. **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.

B. **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 cancelled.

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.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. **Project Narrative**

The work includes the construction of six new single story homes on parcels owned by qualified SHIP participants with funding for the new homes through a program with Escambia County. The homes have been designed to reflect the original historic character of the previous homes that were damaged in a tornado. There is a two-bedroom and a three-bedroom unit.

Location: 300, 307, 402, 403, 407 and 416 Front Street
Owner: Escambia County Board of County Commissioners

3. **Award**

The County will award Base Bid Set 1 and Base Bid Set 2 to the lowest and most responsive bidder for each set. To be awarded both Base Bid Set 1 and Base Bid Set 2, the contractor must be the low bidder on each Group, must be able to secure required County bonds and insurance, and must be able to proceed on all six properties at one time. If contractor cannot bond and proceed with all six jobs, the County will award Base Bid Set 1 to the original low bidder and Base Bid Set 2 may be awarded to next lowest, most responsive bidder.

DRAW SCHEDULE/PAYMENT PROCEDURES:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

If bids exceed SHIP program maximums, the County may elect to partner with the Town of Century's CDBG program to cover total job costs in order to proceed

4. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer. The surety amount should reflect the total bid being submitted by the Contractor with regard to Base Bid Sets 1 and 2. **Bidding on Base Bid Sets 1 & 2 does not require separate sureties.**

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.

5. **Performance and Payment Bonds**

The County **shall** 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.

6. **Questions**

Questions may be directed Jeffrey Lovingood, Purchasing Specialist, Phone: (850) 595-4953 or e-mail: JDLovingood@myescambia.com.

Written questions must be received no later than 5:00 p.m. CDT, October 23, 2017.

7. **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.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

8. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, at 213 Palafox Pl, Pensacola, FL 32505, on October 17, 2017 at 2:00 PM CDT.

9. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **One Hundred Fifty Dollars ($150.00)** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **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

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.

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. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **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.

16. **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.

17. **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.

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**

A. **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. A Best Rating of "A" or better is "preferred"; however, other ratings of "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 Sub-Contractor(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 Sub-Contractor obtain and maintain until the completion of that Sub-Contractor'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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

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.

F. 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.

G. 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 and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.

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: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Phone: 850-595-4953

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.

H. Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **120** calendar days
Fully Complete and ready for Final Inspection in **135** calendar days
*B. Liquidated Damages at **$150.00** for each calendar day
Section 6
Section 7 *A. Neighborhood & Human Services
221 Palafox Place
Pensacola, FL 32502
Attn: Meredith Reeves
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **One (1)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT H

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

WORKING DRAWINGS / PLANS PREPARED BY ARCHITECT

See Working Drawings Folder on CD Rom

EXHIBIT I

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.097 Re-Bid Alger-Sullivan SHIP Replacement Housing

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow on the next page. The documents included with Addendum Number 1 contained errors so all documents have been updated and are being re-issued here. Please disregard Addendum Number 1.

This Addendum Number 2 is furnished to all known prospective bidders. Bidders can either sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same, or receipt of the Addendum can be acknowledged on the Bid Form in the space indicated. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Enc.

August 8, 2017

Ms. Meredith Reeves
Division Manager
Neighborhood Enterprise
Escambia County, Florida

SUBJECT: Addendum to Report of Geotechnical Exploration
Proposed Front Street Residences Rebuild
Escambia County, Florida
LMJ File #: 16-258

Dear Meredith:

This letter forwards additional comments for the subject project. We understand that the allowable bearing pressure for this project is 750 psf or less. Based on this, the recommended level of compaction immediately beneath the footings can be reduced from 98% to 95% of the Modified Proctor Test (ASTM D1557) density for a minimum depth of 12 inches below the footings.

Based on a review of the borings, the soil density at footing levels was erratic. Some footings may be able to be supported on firm undisturbed soils, and some footings may require over-excavating 1-2 feet with the native soils backfilled in compacted lifts to 95% of the Modified Proctor Test (ASTM D1557) density in order to achieve compaction on the soils immediately beneath the footings.

We recommend that LMJ evaluate the footings at the time of construction on a case-by-case basis to determine the amount of compaction needed and if any over-excavation is needed to achieve this compaction. We also recommend obtaining a unit rate for over-excavating the native soils and placing them in compacted lifts if needed during construction.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.



Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577

C: Mr. Carter Quina, AIA
Via email: cquina@ggarchitects.com

I. **General:**

1. Site visits to verify the existing condition are encouraged.

2. The County understands the poor soil conditions for this project and enlisted geotechnical and structural engineers to design and engineer two foundation systems that respond to the poor soil conditions. The Architect and the Structural engineer will sign and seal drawings for permitting.

II. **Clarifications:**

1. **Project Manual:** See attached revised project manual dated October 20, 2017 that corrects all discrepancies between plans and specifications.

2. **Drawings:** See attached revised sheets for Unit 416. Sheet A1, A2, and A6 have been updated to reflect the ramp and back porch details.

   a. Refer to sheet A3 Cross Section and sheet A4 Wall Sections.

      1. Insulation over exterior soffit is not required. Insulation of gable end walls above the ceiling is not required. All insulation will be batt type, except that attic insulation may be blown.

      2. Center floor beam to be built of (3) 2 x 12s with ½" galvanized thru bolts at 12" o.c., staggered top to bottom.

      3. Floor decking to be ¾" tongue and groove plywood, nailed with 8d nails at 12" o.c.

      4. Roof sheathing may be either plywood or OSB and should be installed with H clips at seams per code. Roof sheathing at porches to be ¾ plywood.

      5. All walls studs are to be 2x4 in lieu of 2x6 where shown.

      6. Roofing felts may be two layers of 15# felts or one layer of 30# felt.

      7. Liquid applied water proofing is not required on stem wall foundation detail.

      8. All reference to interior trim to be wood, either 1x4 or Contractor's standard casing trim.

   b. Refer to sheet A2, Unit 416 only – See revised Back and Side Elevations showing ramp.

   c. Refer to sheet A5 Window and Door Schedule.

      1. Window A height to be standard window dimension, at least 5'-2", to comply with emergency egress requirements.

2. Exterior trim to be fiber cement. Interior trim to be wood, either 1x4 or Contractor's standard casing trim.

d. Refer to sheet A6 Ramp – See attached revised plan and section details. Only unit at 416 Front Street is to have the ramp constructed.

e. Refer to sheet A7.

1. Transfer grilles in ceiling are required over bedroom doors and are not intended for the non-insulated, vented attic space.

2. Floor drain in the mechanical closet may be eliminated if not required by Code.

MEMORANDUM

Date: October 17, 2017
Project: Alger-Sullivan SHIP Housing
Prepared by: Rubí Carrero
Purpose: To list architectural questions presented during the Pre-Bid Meeting on Oct. 17.

1. Will the floor insulation be foam or batt insulation? It was agreed at the meeting that it will be batt insulation.
2. Will the floor material be luxury vinyl plank or vinyl sheet? It was agreed at the meeting that the flooring will be the 12' roll of Armstrong Stratamax Flooring.
3. Will part 6 of Division 10 of the Specs, which asks to provide 1" blinds on all windows, be deleted since it is an alternate? It was agreed at the meeting that it will be deleted.
4. Does the design of the footings offset the need for demucking and dewatering or do these have to be factored into the price? Yes, the water table should be low enough and the foundation is designed for the poor soil condition.
5. Will the ductwork be galvanized steel according to the Ductwork Specs or Ductboard according to the drawings? Ductboard.
6. The Specs under part 4 of Control Operations require that all units be tested for (2) 8-hour days under the supervision of manufacturer's representative. Is this required even though it is not a requirement by the County? No.
7. The Specs under part 1 of Testing require that copies of all test reports be filed in duplicates to the physical plant. Is this required? No.
8. Are the insulation at the overhangs and the front and back wall of the attic and the ½" plywood gussets required even though the attic is vented? Will a ridge vent be added? Are the gas chases necessary or can they vent through the roof? Are vented sleeves needed? Are gable braces needed? (All questions relate to the change from a non-vented to a vented attic.) All modifications required to develop a functional vented attic will be done. No insulation in the soffits. No insulation in the gable ends above the attic floor. Nor ridge vents. Perforated vinyl soffits will be used. Gas venting will be allowed if Code compliant for residential installation.
9. The windows and doors at the bedrooms do not meet egress requirements, will this be modified? Yes. Height increased to Code compliance.
10. Can the plywood be replaced with OSB? It is acceptable to replace the plywood on the roof with OSB and keep the plywood on the porch roofs.
11. The galvanized metal will have penetrations due to the fasteners will that be a problem? Do the fasteners have to be painted? Penetration of fasteners per Code and paint.
12. Is the liquid waterproofing on the CMUs of the off-grade foundations required? No.
13. R13 insulation is the new code requirement. Will R13 insulation be used instead of R11 in the walls? Yes.
14. Will the 12x12 transfer grilles be replaced by transfer grilles at each bedroom? Yes, transfer grilles should be in bedrooms.

400 West Romana Street • Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

15. Will the back porch have guard rails? Only at 416 Front Street where the ramp is not optional. Where the ramp is optional, the guard rails are not needed but hand rails on each side of the steps are Code requirement and should be installed.
16. Is the ramp hand rail wood or metal? The handrails will be painted aluminum. Will the ramp include a toe kick and a mid-rail? Yes, it will have a toe kick, but not a mid-rail.
17. Will the utility box drain to the clean out to grade? Yes.
18. Will the roof have two layers of 15# felt? It was mentioned at the meeting that a 30# felt would suffice. Either option will be acceptable.
19. Will the kitchen cabinets be 40" tall or a standard 30"? Cabinet's size will remain 40".
20. Will the countertops have a wood edge trim on the perimeter as indicated on the Cabinet specs or will they be entirely plastic laminate? It was agreed on the meeting that it will all be plastic laminate.
21. Will the instantaneous water heater thermostat need a control? It was mentioned at the meeting that some of them already include a control. It should be provided as needed.
22. Do the flexible ducts need to be 8' long? No, they can be sized as required.

400 West Romana Street • Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

Outline Specifications

Project: **Alger-Sullivan SHIP Housing**
Century, Florida

Date: August 24, 2017 Revised October 20, 2017
Bid Date: See Purchasing Documents
Architect: Quina Grundhoefer Architects, P.A.
400 West Romana Street
Pensacola, Florida 32502
850-433-5575
cquina@qgarchitects.com

I. CONTRACTUAL CONDITIONS

The following contractual conditions will be included in the scope of the work:

A. General Conditions of the Contract for Construction
AIA Document A201

B. Form of Owner-Contractor Agreement for Construction - AIA B101

C. Certificate of Substantial Completion - AIA G702

II. TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

01010 Summary of Work

1. The project consists of several single story residential structures on single family residential building lots located on Front Street in Century. This is a State of Florida funded program to replace the historic homes that were damaged beyond repair by a tornado in 2016. The homes will be constructed on property owned by each qualified participant and a three-way contract between Contractor, Owner, and Escambia County will be executed for each property. There are two-bedroom and three-bedroom units to be constructed. Program of spaces include a living space, kitchen, pantry, laundry and closets.

2.

Two Bedroom unit:	1,040 sf
Covered porches:	Varies but approx. 200 sf
Three Bedroom unit:	1,261 sf
Covered Porches:	Varies but approx. 200 sf

3. The residence is to be primarily wood framed. Walls to be 2x4 wood studs with batt or blown insulation, plywood or OSB sheathing, building wrap, fiber cement siding

and brick piers on front porch. Some walls will receive brick veneer. The roof system is to be asphalt shingles on felts on plywood or OSB decking on pre-engineered roof trusses. Foundation A will be steel reinforced, cast in place concrete spread footings with concrete masonry perimeter stem wall. Foundation B will be wood floor joists with insulation and vapor barrier. The interior partitions are standard wood studs with gypsum wallboard, painted. The floor finishes will be luxury vinyl sheets. Ceilings to be painted gypsum board, orange peel finish. Interior millwork will be painted on paint grade fir or pine and various hardwoods, unless otherwise noted. A residential grade heat and air conditioning system will be installed. Gas and/or electrical appliances, including water heater to be provided by Contractor, except as otherwise noted. All utilities shall be provided with overhead service entry at house. Utilities are provided on the site and coordination for connections should be made with the various providers (telephone, cable, and electrical services). Water, sewer and gas is provided on the site and all tap fees have been pre-paid as these were previously occupied lots.

4. The building is classified as Single Family Residential according to the 2014 Florida Residential Building Code. It is the responsibility of each Contractor to assure that all parties responsible to him follow and respect this rules and regulations.

5. Provide all required building permits and insurance as required by contract. Verify all existing utility taps and contact venders before excavation. Insure complete adherence with all approved permits from such agencies as the local building department and comply with all Federal, State, County and Local building codes.

6. Temporary utilities, including water and power shall be provided by the Contractor. Portable toilets shall be provided by the Contractor.

7. Project meetings will be held when needed to include the County Neighborhood Enterprise Division (NED) staff and at least one site visit by Architect during construction.

8. Submittals shall be made for products other than those listed in specifications or drawings. Three copies to be submitted to County NED for review and approval.

9. Contractor to notify the Architect in writing of any errors, discrepancies or omissions in the Contract Documents. Contractor will be responsible for the results of any errors, discrepancies or omissions which the Contractor failed to notify the Architect of before construction and/or fabrication of the work.

10. BID Format: Refer to Escambia County Purchasing Department documentation.

11. Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

01040 Project Coordination	Administrative requirements for coordination.
01090 Definitions and Standards	Terminology, trade names, codes and abbreviations.
01300 Submittal	Procedure for submittal.
01400 Quality Control Services	Quality Control, testing and inspections.
01500 Temporary Facilities	Services, facilities and support security.
01631 Product Substitutions	Procedure for handling substitutions.
01700 Project Closeout	End of Project Procedures.
01740 Warranties and Bonds	Special product warranties.

01030 – ALTERNATES

SUMMARY The alternate listed below is to include all costs associated with the work as described including general condition and administrative costs and contractors' overhead and profit.

1. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

3. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

4. Completeness: The contractor is to include as part of each Alternate, all miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not shown as part of the Alternate.

5. SCHEDULE OF ALTERNATES:

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan.
Alternate #2: The construction of a concrete parking pad and drive as shown on site plan.
Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300,407 and 416 Front Street.
Alternate #4: The installation of 1" vinyl blinds (white) on all windows.

Each alternate must be individually broken down by address number.

Division 2 - Site Work

02100 Demolition

1. Contractor to remove the existing single story wood frame residence if not already removed by other County Contractor. Remove all concrete slabs and foundations unless otherwise indicated on plans. Remove utility connections to a point of re-connection to the new residence. All debris is to be removed from the site and

properly disposed of according to local regulations.

2. Contractor to compact remaining soil to form the base for the new residence. Site to be prepared to receive new foundation and concrete slab as shown on drawings.

02200 Earthwork

1. Excavate for foundation as required. Where possible use clean excavated material for compacted fill in other areas of the work. Maintain side cuts to provide a safe work environment.

2. Prepare for slabs on grade, sidewalks, drives and pavement. Compact subgrade to 95% standard Proctor. Compact under new sidewalks to 95% standard Proctor. Prepare soils to receive landscaping and add top soil for planted areas. Refer to attached Soil Report prepared by Larry Jacob dated April 7, 2017 and Addendum to Report of Geotechnical Exploration dated August 8, 2017.

3. The Contractor shall provide all earthwork necessary to perform the work of the project including excavating, shoring, filling, backfilling, compacting and grading as shown on drawings. According to soil test, the water table is below the bearing level of the foundations. Foundations have been designed for soil conditions.

4. Soil testing has been provided by the County. During preparation of the soil the Contractor shall contact County NED for inspections, especially if unstable soils are uncovered. If additional evaluations are needed by the Geotechnical Engineer, the County will contract for such services.

02282 Termite Control

1. Engage a professional pest control operator and provide soil treatment for termite control.

Division 3 - Concrete

03300 Concrete Work

1. Poured in place walls, footings, slabs on grade, stairs and sidewalks: 3000 p.s.i. at 28 days, minimum thickness 3 ½". See drawings for size.
2. Reinforcement bars: per ASTM A615, grade 60.
3. Welded wire fabric: W1.4 x W 1.4 at 6" centers both ways or approved fibercrete.
4. Vapor barrier: 10 mill poly.
5. Provide all slabs for the placement of equipment.

Division 4 - Concrete Masonry Units

04200 Concrete masonry units and Face Brick

1. Standard concrete masonry units
2. Mortar: Type S or N per ASTM C270, color to be standard grey.
3. Reinforcement: Block ties at 16" on center vertically and 24" on center horizontally.

4. Lay block true, plumb and level per requirements of the Brick Institute of America (BIA).
5. Face brick to be Robinson Old Georgetown.

Division 5 - Metals

05500 Metal Fabrications (Where applicable.)

1. Steel units, shop fabricated miscellaneous metal.
2. Comply with American Institute of Steel Construction (AISC)
3. Materials: Structural steel shapes - per ASTM A36.
   Hot or rolled carbon steel sheets per ASTM A568 or A366.
   Flitch plate: 3/8" thick steel with pre-drilled holes for thru- bolts.

Division 6 - Wood and Plastics

06100 Rough Carpentry

1. For all rough wood framing, provide lumber meeting the requirements of WCLIB or WWPA:

   a. Lumber: Southern Yellow Pine No. 2 or better, or Douglas Fir with no more than 15% moisture content. Pressure treated where in contact with concrete.
   b. Plywood. APA performance rated panels, Product Standard PS-1.
      Sloped decks: 5/8" plywood with H clips @ seams. OSB may be used at Contractors option.
      Flat decks: 3/4" plywood with H clips @ seams.
      Sheathing: ½" plywood (8d nails at 6" perimeter and 12" field)
      Floor Decking: ¾" tongue and groove plywood (8d nails at 12" o.c.)
   c. For structural lumber to be exposed use no. 2 pine.

2. Provide all miscellaneous hardware, including fasteners for installation of rough carpentry.

06192 Prefabricated Wood Trusses

1. Comply with NFPA national Design Specifications and TPI Standards
2. Lumber: Provide lumber S4S, S-dry complying with PS20.
   a. Species: any softwood graded under NWPA, WCLB, SPIB or NLGA rules.
   b. Stress Rating: Fb - 1850 psi, E= 1,800,000 psi
3. Metal connector plates: Hot dip galvanized sheet steel, ASTM A446 Grade A
4. Trusses to be designed and certified by truss manufacturer's engineer. This is responsibility of Contractor to provide.

06200 Exterior Finish Carpentry

1. Finish carpentry to include the installation of running trim for window and door

casings, moldings, fascia board, wood brackets, columns and other miscellaneous details.

2. Materials: per AWI "Quality Standards"
   Wood species for exposed, unpainted surfaces: No. 2 pine or approved wood.
   Wood species for painted, protected surfaces: KDAT pine or fir, finger jointed paint grade. KDAT wood columns to be used for porches.
   Soffits: Perforated vinyl soffit installed per manufacturer's instructions.
   Porch ceilings: Painted plywood and exposed wood framing. Exposed fasteners to be painted.
   Siding: Siding to be "Hardi-board" Select Cedarmill or approved equal. Exposure to be 6 1/4". Verify siding choice with drawings.

06402 Interior Woodwork

1. Interior Woodwork to include casework, wood paneling, railing and decorative running trim. These may be Contractor's standard trim and casing in lieu of trim shown on drawings.
2. Materials: per AWI "Quality Standards."
   a. Surfaces of stained exposed wood to be as noted on the drawings.
   b. Wood trim to be painted to be fir or pine, paint grade, finger jointed.
   c. Particle board: ANSI A208.1
   d. Plywood: PS1, APA performance rated.

06405 Cabinets

1. Cabinets to be builder grade, natural wood finish paneled cabinet door and frame with builder grade hardware with satin nickel finish 2 1/2" wire pulls.
   Counter top and backsplash to be plastic laminate.
2. Set cabinets, shelves and countertops true level and plumb and secure to blocking in partitions.
3. Plastic laminate countertops and backsplash to be Wilsonart Standard Laminate. Color to be selected by Owner from the following:
   a. Kitchen
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Desert Zephyr 4841-60
      iii. Option 3: Twilight Zephyr 4845-60
   b. Restroom
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Natural Cotton 4946-38

Division 7 - Thermal and Moisture Protection

07200 Insulation

1. Fire rated insulation products, tested per ASTM E84 for burn and smoke characteristics. Batt type insulation: kraft faced, fiber glass units, Flame spread 25 or

less, smoke developed 75 or less. 3 1/2" R13 for exterior walls; 10" R30 for ceiling/roofs. 6 ¼" R19 for floor installation. Mfr: Certainteed, Manville or Owens-Corning or approved equal. Blown insulation may be used in the attic spaces.

07600 Flashing and Sheet Metal

1. Flashing and Sheet Metal to include Metal Flashing and Counter flashing, Sheet Metal at concealed and exposed joints. (.32 white finished aluminum and 22 gauge galvanized as indicated on plans.)

07311 – Asphalt Shingles

1. 3-Dimensional Laminated Strip Shingle, UL Class "A": Mineral- surfaced, self-sealing, laminated multi-ply overlay construction fiberglass based strip shingle complying with ASTM D 3018, Type 1, and with ASTM D 3462. Provide shingles bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color as selected by Architect. **Timberline HD (25-year) by GAF Corp.**, or approved equal by one of the following:
   Manville Building Materials Corp.
   Tamko Corp.
2. Asphalt-Saturated Roofing Felt: Two layers of No. 15, unperforated organic felt, complying with ASTM D 226 Type I, 36" wide, approximate weight 18 lbs./square. One layer of 30# felt may be used at Contractor option.
3. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.
4. Nails: Aluminum or hot-dip galvanized 11 or 12-gage, sharp- pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" into solid decking or to penetrate through plywood sheathing.
5. Metal Drip Edge: Minimum .032" white finish aluminum sheet, brake-formed to provide 3" roof deck flange, and fascia flange as shown on drawings. Furnish in 8' or 10' lengths.

07312 – Metal Porch Roofs

1. Metal roof panels to be 26 gauge, galvanized, corrugated panel, 24" coverage installed with exposed fasteners as recommended by manufacturer. #12, 3/4" Kwik Seal, hot dip galvanized screws with rubber washers at 12" o.c. up the slope and 6" o.c. cross the slope.
2. Underlayment to be Grace Ice and Water Shield, or approved equal, installed per manufacturers recommendation.

07900 Joint Sealers

1. Provide joint fillers for interior and exterior applications.
   a. Exterior joints: Multi-part non-sag urethane, Type M, grade NS. Mfr. Peora Dynatrol II, Tremco Dymeric, Sonneborne NP2 or approved equal.
   b. Horizontal surfaces: Multi-part urethane: Mfr: Pecora Urexpan NR-200, Tremco THC-900 or equal.
   c. Interior exposed surfaces: Latex-Acrylic emulsion sealant per ASTM C834. Mfr: Pecora AC 20, Premco Acrylic-Latex 834 or equal.
   d. Mildew Resistant sealant: one-part silicone for around plumbing fixtures. Mfr: Pecora 863, Dow 786 or equal.

Division 8 - Doors and Windows

08212 Five Panel Hollow Masonite Doors

1. Provide Masonite hollow core five panel doors to comply with AWI Architectural Woodwork Quality Standards, of special design and construction.

08610 Doors and Windows

1. Provide vinyl windows as manufactured by Jeldwen or approved equal.
2. Exterior doors to be fiberglass as manufactured by Neuma, Jeldwen or approved equal. Door hardware to be provided by manufacturer.
3. Glass to be double insulated, impact resistant, as provided by manufacturer. Simulated divided lites as shown on drawings
4. Color to be white, unless otherwise noted.
5. All hardware, including latches, locks, screens and handles are to be included.

08710 Finish Hardware

1. Provide standard factory units, standard duty, residential grade hardware complies with the ANSI/BHMA standards.
2. Materials include locksets, butts, closers and door stops.
3. Finish: Satin Nickel
   Mfr: As provided by Exterior Door Manufacturer.
   All other hardware to be standard, Kwikset Tylo with privacy locks.

08800 Glass and Glazing

1. Provide flat and insulated, impact units, clear glass per FGMA requirements. Windows to be factory pre-glazed. Fixed frames to receive ½" or 5/8" insulated, impact glazed units - clear glass.

Division 9 - Finishes

09950 Vinyl Sheet Flooring

1. Vinyl Sheet: **Roll width 12'**as manufactured by Armstrong Flooring, StrataMax Best vinyl sheet installed per manufacturer's instructions. Pattern and color to be Distressed Hickory Sadle X3541.

09900 Painting

1. Painting includes exterior and interior applications. Three coat application per manufacturer's recommendations including one prime coat and 2 finish coats. Paint to be alkyd, Latex systems as recommended by Glidden, Sherwin Williams, Benjamin Moore or equal.

Division 10 - Specialties

1. Kitchen appliances are listed on the drawings. The appliances will be provided by the County

through a partnership agreement. Contractor to provide installation cost only in base bid.

2. Bathroom accessories are to include chrome shower bar, chrome toilet paper holder, 24"x30" mirror, and one 24" long chrome towel bar.
3. Provide house number of the size and placement to comply with US Postal Service standards. Install on wall above or next to front door.
4. Provide post mounted mailbox of the size and placement to comply with US Postal Service standards. Install along street for mail truck accessibility.
5. Provide builder standard coated wire shelving and install as shown on drawings.

Division 15 – Heating, Ventilation and Air Conditioning

PART 1 - GENERAL

DRAWINGS

1. The drawings for the Heating, Ventilating and Air Conditioning for this job are diagrammatic. The Contractor shall make his own measurements at the site and in the buildings during construction and install the systems as the work progresses in such a manner that the equipment, piping, conduit, panels, and ductwork will fit into the finished space provided maintaining headroom; and be neatly installed. All equipment and its interconnecting piping, ductwork, conduit, etc., shall be provided.

2. Due to differences between various manufacturers, it is not practicable to show exact dimensions of units, nor to show or specify all minor details of equipment. Contractor shall provide all valves, fittings and accessories as necessary for a complete installation, whether or not specifically mentioned or shown.

3. Equipment shall not be acceptable if operated in excess of the recommended and published ratings of the manufacturer.

TESTS AND GUARANTEES

1. After completion of his work, and when the building is ready for occupancy, this Contractor shall operate the air conditioning or heating system for a reasonable period to insure proper operation. During the tests, the Contractor shall adjust controls, outlets, etc.

HEAT PUMP OUTDOOR SECTION

1. Units shall be completely factory assembled, wired, and statically tested. Units shall be ARI certified and rated in accordance with ARI 240-77, Heat Pump Units.

2. Condenser coil shall be copper tube type with aluminum fins mechanically bonded to the tubes with a minimum tube size of 1/2" o.d. If all aluminum coils are provided, manufacturer shall provide five-year warranty for the coil.
3. Condenser fan shall be propeller type, vertical discharge with vinyl coated fan guard. Fan shall be electronically balanced to eliminate vibration and noise. Fan motor shall be direct drive, inherently protected with sealed ball bearings.
4. Compressors shall be designed for split system direct expansion use.
5. Compressors shall be sealed hermetic type with external vibration isolating mounts. Compressors shall have crankcase heaters to prevent oil dilution. Compressor section to contain filter drier and accumulator. Compressors shall have factory-mounted suction and discharge line service valves. Manufacturer shall provide five-year warranty on compressors and file warranty with Architect.

6. Controls shall be factory mounted and wired in an accessible enclosure within the compressor compartment. System controls shall have a fully automatic defrost cycle for heating operation. Safety controls shall consist of high-low pressure cut-out and compressor overload protection. Cabinet shall be set standard of quality in appearance and construction. Cabinet shall be of zinc coated sheet steel and finished with epoxy paint. Compressor section shall have a large access panel for ease of service.
7. Unit shall have capacities as per schedule on drawings and shall be Trane, Carrier, Lennox, or equal. SEER and HSPF shall meet minimum requirements of heat pump unit schedule on the drawings.

2.02 AIR HANDLING UNIT (INDOOR SECTION)

1. Unit shall be completely factory assembled with direct expansion coil(s), insulated drain pan, fan and filter section complete with disposable 1" thick filters. Units shall be designed for horizontal mounting as shown on the plans.

2. Evaporator coil for air handling units shall be direct expansion. Refrigerant type shall be refrigerant 410A. Coil shall consist of copper tube with aluminum fins mechanically bonded. Thermal expansion valves shall have bypass line and check valve installed for heat pump use. Minimum tube size shall be 1/2" o.d.

3. Evaporator fan shall be forward curved double inlet mounted on a common shaft with permanently lubricated ball bearings. Fan shall be statically and dynamically balanced for smooth operation. Evaporator fans shall have V-belt drives with adjustable pitch pulley or direct driven fans with multiple speed taps for adjustment.

4. Cabinet shall be constructed of hot dip galvanized sheet steel a minimum thickness of 18-gauge. Interior panels and top shall be covered with insulation to prevent heat gain and noise transmission. Drain pan shall be coated to prevent condensation and corrosion.

5. Filter shall be of standard size throwaway and not less than 1" thick. Filter section shall be accessible from side of unit. Provide proper clearances for filter removal as recommended by the manufacturer.

6. Units shall have capacity as per schedule on drawings and shall be Trane, Carrier, Lennox or equal.

7. Electric heaters shall be UL listed and factory installed as an integral part of the AHU (with timed defrost control).

2.04 CONTROL OPERATIONS

1. General space temperature shall be controlled by wall mounted thermostat located within the spaces as indicated on drawings. Thermostat subbase shall include a system selector switch (OFF-HEAT-AUTO-COOL) and fan switch (AUTO-ON) and be provided by the air conditioning equipment manufacturer.

2. Wiring: All control wiring external to the air conditioning equipment shall be installed by the control sub-contractor under the direct supervision of the HVAC subcontractor.

3. Note: All wiring required for equipment operations shall be by the electrical contractor. This Contractor shall also provide all conduits as required for control wiring.

2.05 DUCTWORK

1. The sizes, runs, and connections of ducts shall be as indicated. Adhere to drawings as closely as possible. The right is reserved, however, if required to meet structural or other interferences, to vary run and shape of ducts and offsets during progress of work, at no extra cost to the Owner. Ductwork specified herein shall have rectangular cross section, unless otherwise indicated.

2. Materials - Methods of Construction: Details of construction and materials not specified herein shall be in accordance with SMACNA Low Velocity and ASHRAE "Guide" recommendations. Fabricate ductwork in workmanlike manner with airtight joints presenting smooth surface on inside, neatly finished on outside. Seal all duct joints airtight with approved tape or mastic before insulation is applied. Construct ductwork air extractors, spin-in taps with air scoops, turning vanes, splitter dampers, etc., to ease air flow and balancing of air. The joint between the trunk duct and any air extractor or spin-in tap shall be sealed with approved tape or mastic. Unless otherwise indicated, where square elbows have to be used, provide fixed deflectors. Construct, brace and support ducts in manner that they will not sag or vibrate to any perceptible extent when fans are operating at maximum speed and capacity.

3. Flexible ductwork shall be equal to Thermaflex Type M-KB with 1"-1 lb. density insulation (minimum "R" value = 6) with metalized film vapor barrier, and conform to UL-181 as a Class I duct.

4. Duct board shall be equal to Owens Corning QuietR Duct Board, a rigid resin bonded fibrouse glass board with damage resistant, fire retardant, reinforced aluminum foil (FRK) facing, with a double matt air stream surface. Install and cover joints according to manufacturers recommendations.

2.07 REFRIGERANT PIPING

1. Piping shall be type "K" hard drawn copper, ASTM Spec. B280, and shall be mill cleaned, dried, and capped. Fittings shall be extra heavy wrought copper in accordance with ANSI B9.1 with joints soldered using a high content silver alloy solder. Insulate refrigerant suction line with 3/4" wall foamed plastic insulation slipped over tubing and all joints thoroughly sealed. Paint insulation with two coats of acrylic protective paint where insulation is exposed to weather. Protect insulation with metal saddles and shields at all hanger points.

2.08 DAMPERS

1. Provide splitter and deflecting vanes for control of air volume and direction, and for balancing system where indicated, specified, directed or required.

2.09 GRILLES AND DIFFUSERS

1. All grilles to be standard prefinished white metal or vinyl.

PART 3 - EXECUTION

3.01 TESTING AND BALANCING

1. The heating and ventilating subcontractor shall verify the capacities of each grille, register, and equipment opening as determined by the test after final adjustments have been made with a notation for the final setting and average velocity through each outlet as determined by readings of a velometer taken at several points at the face of the register or opening. Air delivery through supply outlets shall be considered equal to that quantity as published in the manufacturer's tables. Return air through return air grilles shall be considered as equal to the product of the velometer velocity and effective area of the register.

2. Thermostats for the air conditioning equipment shall be provided as part of that equipment, and connected up by the electrical subcontractor, and is tested by the HVAC subcontractor.

3.02 CLEANING VENTILATING SYSTEMS

1. All ducts shall be thoroughly cleaned and blown out to prevent any debris from damaging fan wheels or discharging through diffusers when systems are placed in operations. All temporary connections required for blowing out the system, cheesecloth for all duct openings, and any other equipment or labor for cleaning shall be provided by the heating and ventilating subcontractor. All filters shall be renewed after ventilating systems have been cleaned. The cost of renewal shall be borne by the General Contractor.

15400 Plumbing

According to applicable plumbing codes as shown on drawings.
All piping to be PVC or PEX.
All under slab domestic water piping to be copper, PVC or PEX approved for under slab installation.
Hot water system to be Gas on demand type, Rinnai or approved equal, Energy Star rated

1.06 PIPING

1. Provide pipe sleeves through masonry construction, and install escutcheon plates around exposed piping in all rooms. Provide vented pipe sleeves for under slab gas pipes unless not required by Code.

2. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV in accordance with Residential Standards CS272-65 or ASTM Standards D2665-68.

3. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.

4. Above slab cold water and hot water piping shall be PVC or PEX. Below slab cold water piping shall be type "K" soft copper tubing, PVC or PEX installed per manufacturers requirements.

1.07 PIPING PLACEMENT

1. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.

2. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.

3. Soil Pipe: Support to firm earth below floor slabs.

    1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.

    2. Connections to vertical soil pipe to all connections in horizontal soil pipe to be made by "Y" fittings.

    3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined (even if final connection is specified under another section).

4. Vent Pipes:

    1. Main soil pipe stacks to be extended up through the building full size with increaser through roof per code.

    2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.

    3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.

5. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.

    1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.

    2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.

    3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

1.08 WATER PIPING

1. All water piping, unless otherwise shown or specified shall be PVC, Schedule 40 or PEX (Cross-linked polyethylene piping.) Install each per manufacturer's instructions. It shall be clean, round, straight, and true to size, free from flaws and other defects.
2. All fittings shall be PVC. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then bonded with appropriate pipe cement.

2.02 GAS PIPING

1. All piping above grade shall be Schedule 40 black steel ASTM 120. Fittings shall be 150-pound black malleable screw pattern for all sizes 2" and smaller. Under slab piping shall be placed in vented sleeve unless Code does not require venting.

2. All piping shall be installed in accordance with NFPA recommendations and the Southern Standard Gas Code complete with all necessary appurtenances.

3. Horizontal piping shall grade with a slope of 1" on 40 feet-0" to drip legs at all low points as required. Drips shall be provided at all low points and at bottom of risers. Drips shall be same size as the piping where installed and shall be a minimum of 12" long. Use ground joint unions in all screw piping joints.

4. Provide standard testing procedures for piping.

2.03 UNIONS

1. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.

2. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.

3. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.

4. Unions connecting dissimilar metals shall be dielectric type.

2.04 VALVES AND COCKS

1. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.

2. Angle or straightway chromium plated stops on the supplies to all fixtures accessible from the same room in which the fixtures are located.

3. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.

4. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:

    1. Gate valves 1/2" to 3" = S-111.
    2. Ball valves 1/2" to 2" = S-585.
    3. Check valves 1/2" to 3" = S-413W.

2.05 THERMAL INSULATION WORK

1. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finished, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.

2. All hot and cold water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.

3. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.

4. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.

5. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

2.06 FLOOR, WALL, AND CEILING PLATES

1. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

2.07 PLUMBING FIXTURES AND EQUIPMENT

1. Provide roughing-in for and connect to supply lines, waste and vent lines, all equipment, fixtures, drains, etc., specified herein or in other sections of the specifications which require such connections.

2. Provide stops in hot and cold water connections to each fixture, equipment items, etc. Where not otherwise specified, stops shall be same as specified hereinbefore for ball valves. Provide deep escutcheon on all sinks and lavatories where waste pipe goes into wall. Anchor all supplies from wall securely within wall construction.

3. Provide stops for all fixtures. Traps for all fixtures shall be 17- gauge chromium plated brass.

4. Plumbing fixtures shall be equal to American Standard, Crane, Kohler, or Eljer, or approved equal.

5. Faucets shall be lead free, code compliant, and certified to NSF Standard 61, Section 9.

6. Plumbing fixtures shall be as shown on drawings.

7. Floor Drains (All Locations): Zurn ZN-415 Series with nickel bronze top and flashing collar. Floor drains shall be provided with trap primer tap as indicated on plans. Floor drain traps and horizontal piping above finished areas used for a/c condensate drainage shall be insulated with 1" thick blanketed insulation.

2.08 CLEANOUTS

1. Provide cleanouts in sanitary piping at all changes in direction at ends of branches, at intervals not exceeding 40' on straight runs, and elsewhere as shown. Cleanouts shall be full opening type completely accessible. Size same as lines in which they occur, but not larger than 4". Tees and extensions shall be of same weight as pipe. Plugs shall be countersunk type.

2. Outside cleanouts to grade shall be brought up flush with finished grade and installed in 12" x 12" x 6" concrete pad, cleanout plug shall be countersunk.

3. In Outside Line: PVC cleanout tee with PVC plug. Terminate at grade or pavement in 18" x 18" x 6" concrete pad with tooled edges.

4. In Finished Walls: PVC cleanout tee with PVC plug and wall plate cover.

2.09 TANKLESS WATER HEATERS

1. Heater shall have two heating modules. Element shall be replaceable cartridge insert. Unit shall have a replaceable filter in the inlet connector. Heater shall be fitted with 1/2" diameter compression nuts and sleeves. Maximum operating pressure shall be 150 psi. Heater shall be compatible with pre-heated water feed.

2. Water heater shall be equal to Rinnai and shall be residential gas type as indicated. Must be Energy Star rated. Verify voltage from electrical plans. Provide thermostat for control.

PART 3 - EXECUTION

3.01 COMPLETION OF WORK

1. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

3.02 TESTING

1. General: Test shall conform to local code requirements.

2. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.

3. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

3.03 DISINFECTION

1. Disinfect all domestic water piping in accordance with local health department guideline.

Division 16 - Electrical

16011 According to applicable codes as shown on the drawings.

GROUNDING

1. Provide grounding and bonding systems in strict accordance with the latest published edition of N.E.C., except where more stringent requirements are specified herein. Interconnection of neutral and ground is not permitted except at service entrance equipment. Install grounding conductors to permit shortest and most direct path to ground. Concealed joints shall be made by Cadweld method. Where grounding conductors are in raceway, bond conductor and raceway at both ends. Grounding and bonding fittings used shall be UL listed and be compatible with metals used in system. Sheet metal type strap are not acceptable.

2. Service entrance ground electrode system shall consist of driven electrodes, connection to water piping, and building grounding grid, as required by NEC Article 250-50. Unless otherwise shown on drawings, each driven electrode shall consist of one 3/4 inch diameter 10 ft. long copperweld steel rod. Rod made of wrought iron may be used in lieu of copperweld at option of contractor. Water pipe connection shall be made to a minimum one inch diameter metallic cold water pipe. Extend grounding conductor to main telephone equipment space. Interconnect conduits entering and leaving service entrance equipment using grounding bushing and copper.

3. The panelboards and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of NEMA and UL as follows:

   a. UL 67 -- Panelboards
   b. UL 50 -- Cabinets and boxes
   c. NEMA PB1
   d. Fed. Spec. W-P-115C
   e. Circuit breaker -- Type I class I

4. Wiring shall be copper conductor with non-metallic sheath (NM) over multiple conductors.

WIRING DEVICES

1. Colors: Wiring device and wall plate colors shall be white.

2 Receptacles: Duplex receptacles shall be specification grade, 15 amps,125 volts with grounding terminal. Color to be selected by architect.

3. Switches: Switches shall be specification grade, 15 amps, 120/277 volts A-C only, single pole, three-way or four-way as shown, single throw with screw terminals arranged for side wiring.

4. Device Plates: Shall be of the constructed of polycarbonate.

5. Ground Fault Receptacles: Furnish and install receptacles with ground fault circuit interrupters as indicated on plans. Receptacles shall be NEMA 5-20R configuration with 120V ac 15 amperes circuit rating. All receptacles shall be such depth as to permit mounting in outlet boxes 1 1/2" or greater in depth without the use of spacers. Units shall have line and load terminals such that connection to load terminals will provide ground fault protection for other receptacles. All receptacles shall accept standard duplex wall plates. All receptacles shall be noise suppressed and shall be UL listed.

16510 Lighting

1. Field verify all outlet locations and switch locations. Provide telephone cabling and cable TV wiring.

   Smoke detection: Provide smoke detectors per code. Provide carbon monoxide detectors per code.

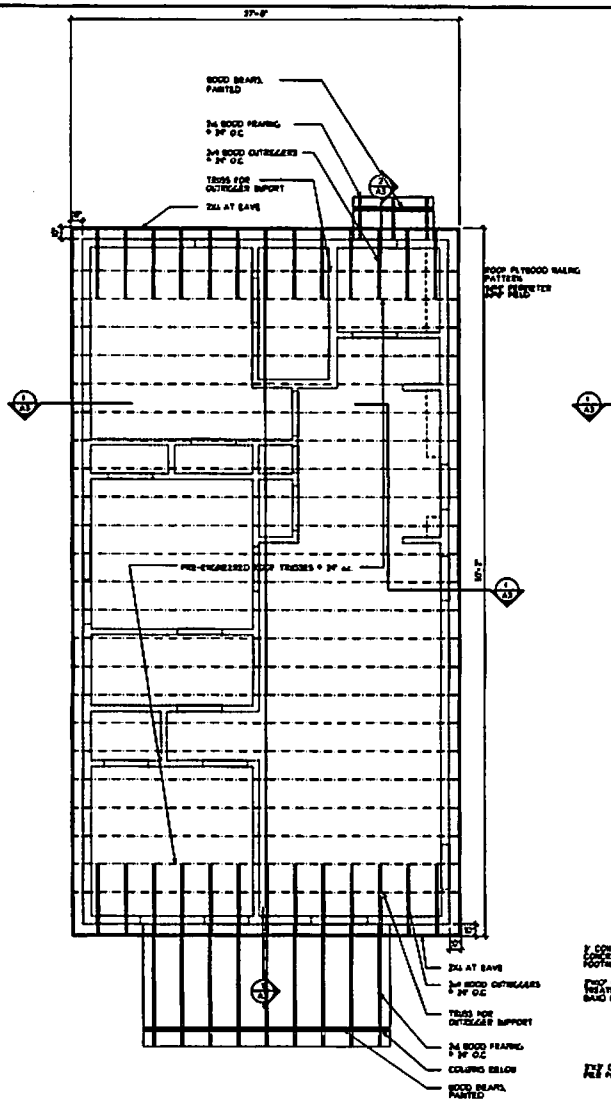
   Provide wired, cleaned, and with lamps specified, all fixtures designated on drawings. Contractor shall verify the ceiling construction for correct trim and support arrangement of lighting fixtures; corrosion resistant plaster frames are required in plaster ceilings. Shop drawing submittals shall consist of properly identified copies of manufacturer's catalog pages showing all features and accessories specified.

2. Lighting Schedule:

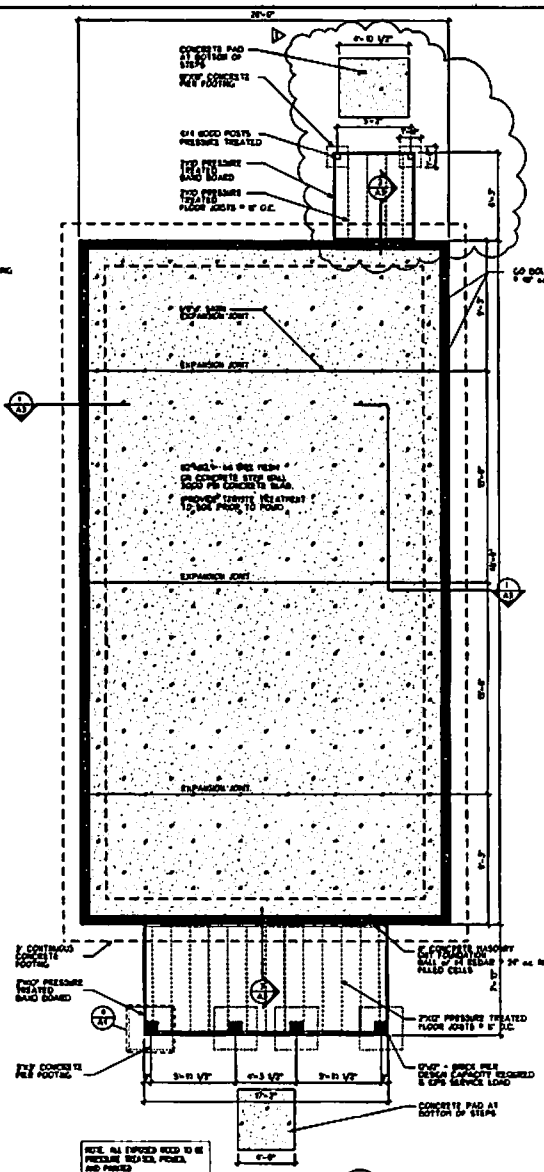
   Recessed LED: Commercial Electric Model # CER6730DWH40
   Porch Light: Hampton Bay Model # BPP1611-BLK
   Wall Sconce: Hampton Bay Model # X124501
   Pendant Light: Progress Lighting Model# P5096-09
   Chandelier: Commercial Electric Model # HON8913A
   Exhaust Fan/Light: Nutone Model # XN50L
   Ceiling Fan: Hunter Model # 59246

3. Secure mounting and support of all lighting fixtures shall be accomplished under this section of these specifications. Lighting fixtures shall be installed plumb, square, and level with the ceiling, wall, and in alignment with adjacent lighting fixtures. Mounting heights indicated shall be to the bottom of the fixture for ceiling-mounted fixtures and to center of fixture for wall-mounted fixtures.

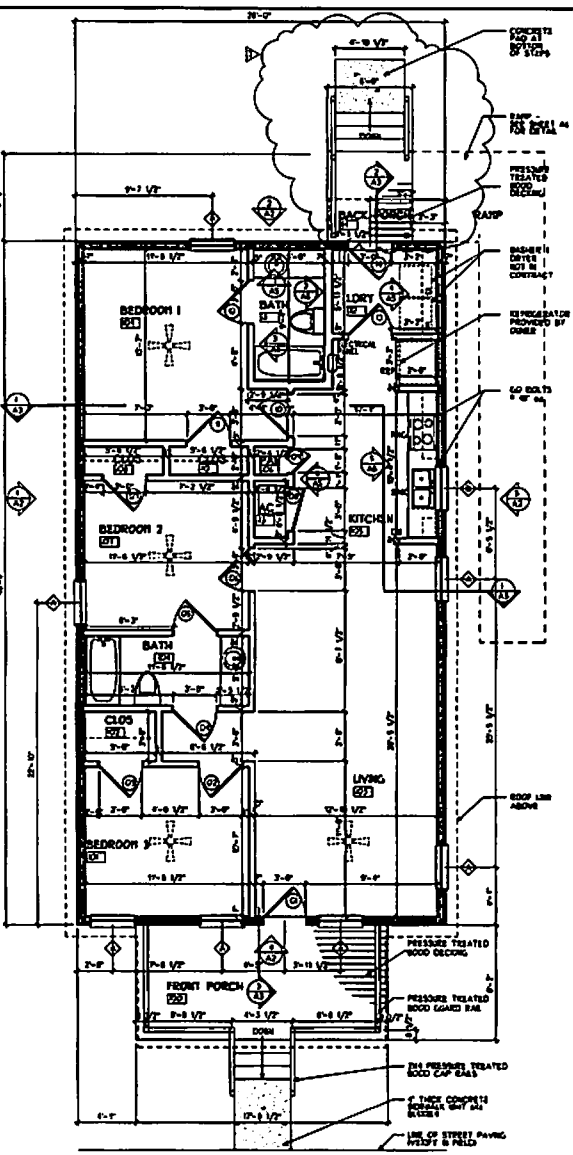
END OF OUTLINE SPECIFICATIONS



FRAMING PLAN
1/4" = 1'-0"



FOUNDATION PLAN
1/4" = 1'-0"



FLOOR PLAN B
1/4" = 1'-0"

Quinn Grundhoefer Architects

WALL LEGEND

EXTERIOR WALL
FIBER CEMENT BOARD HORIZONTAL SIDING, OR FIBER CEMENT BOARD & BATTEN ON BUILDING GRADE ON 1/2" PLYWOOD SHEATHING ON 2x6 STUDS @ 16" O.C. WITH R-19 BATT INSULATION. (7" NOMINAL THICKNESS)

INTERIOR PARTITION 1/2" GYPSUM BOARD ON BOTH SIDES 2x4 STUDS, UNLESS OTHERWISE NOTED. (5" NOMINAL THICKNESS)

GENERAL NOTES

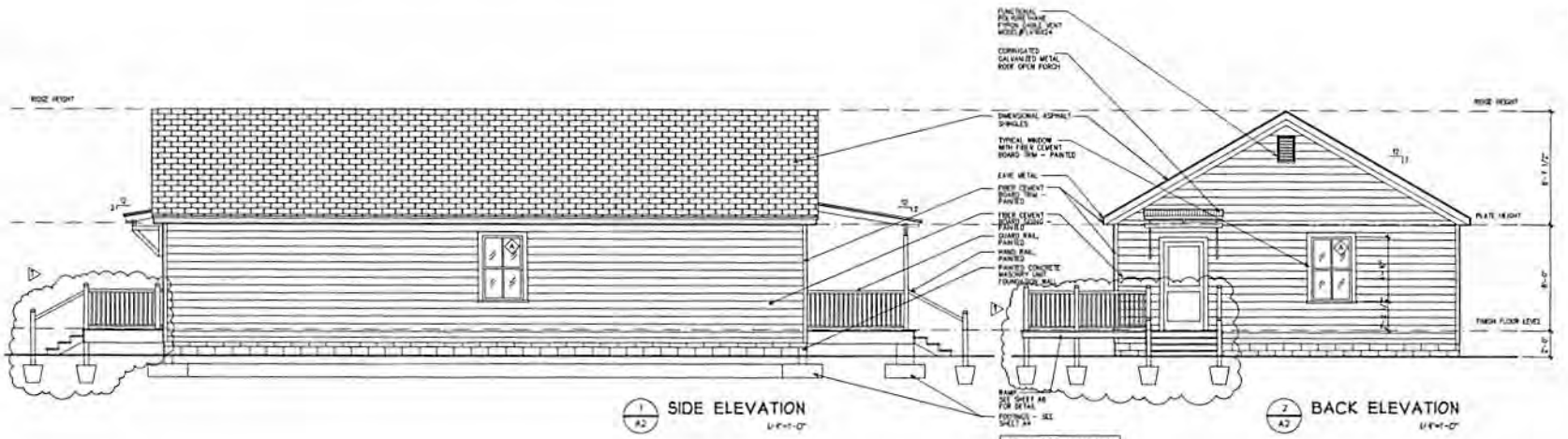
1. ALL DIMENSIONS ARE TO FACE OF STUD OR TO CENTER OF CASING, DOORS, OR WINDOWS.
2. HEADERS OVER EXTERIOR WALL OPENINGS TO BE (2) 2x10's, TYPICALLY SHOWN ON DOUBLE STUDS
3. ALL WINDOW SIZES INDICATE ROUGH OPENING.
4. TYPICAL INTERIOR TRIM TO BE PAINTED MDF BASEBOARD & MDF DOOR & WINDOW CASING.
5. CLOSETS TO BE INSTALLED W/ CHROME ROD & ONE 12" WIDE SHELF
6. BID ALTERNATE #4: PROVIDE P. VINYL BLINDS (WHITE) ON ALL WINDOWS

10-26-17 Ramp Railing

Project
Alger-Sullivan SHIP Housing
416 Pecan Street
Leesburg, Florida

Date: 09-01-17
Sheet No. House 416
Project No. 1616
A1

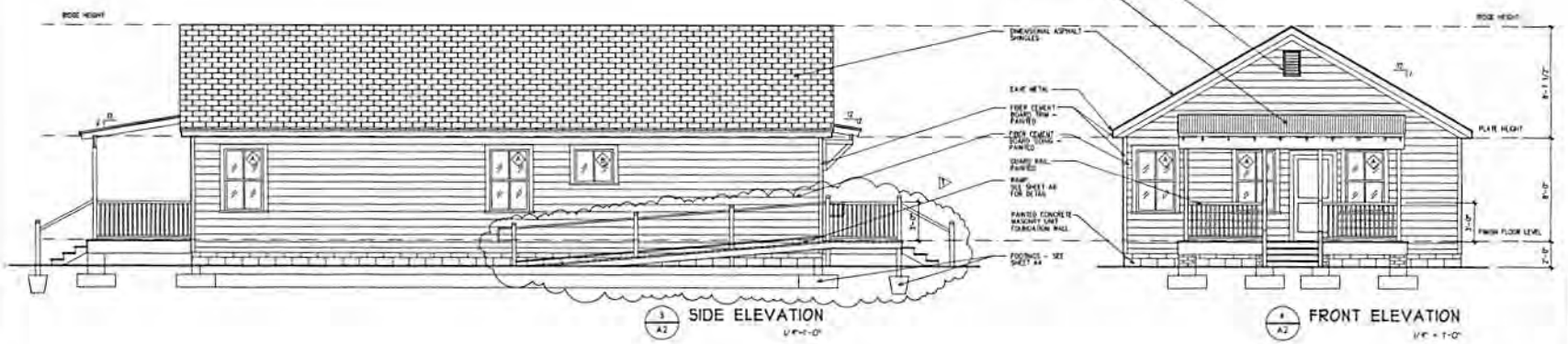
Quina Grundhoefer Architects
• • •
890 Main Bayfront Street Pensacola, FL 32502
850 433-5379 Fax 850 433-5360
E-mail qg@qgarchitects.com



1/A2 SIDE ELEVATION
1/4"=1'-0"

2/A2 BACK ELEVATION
1/4"=1'-0"

NOTE: ALL EXPOSED WOOD TO BE PRESSURE TREATED, PRIMED, AND PAINTED



3/A2 SIDE ELEVATION
1/4"=1'-0"

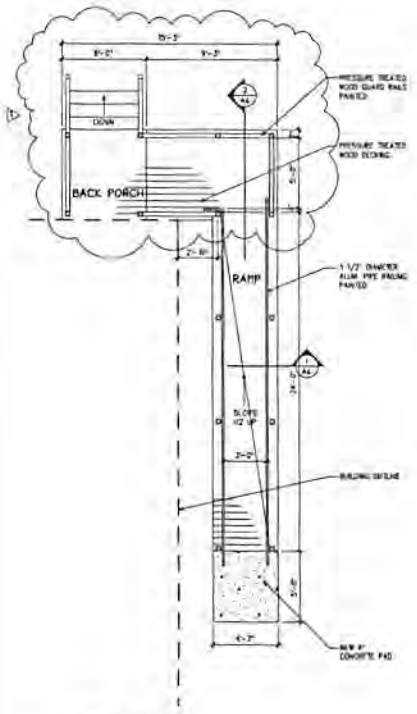
4/A2 FRONT ELEVATION
1/4" = 1'-0"

EXTERIOR COLOR PALETTE:
SIDING- LANDAU BLUE SW 0228
TRIM- CLASSIC LIGHT BUFF SW 0050
CMU STEM WALL- NEEDLEPOINT NAVY SW 0632
ASPHALT SHINGLE- SLATE GREY
WINDOW SASH- WHITE
RAILINGS- WHITE
FRONT DOOR- NEEDLEPOINT NAVY SW 0632

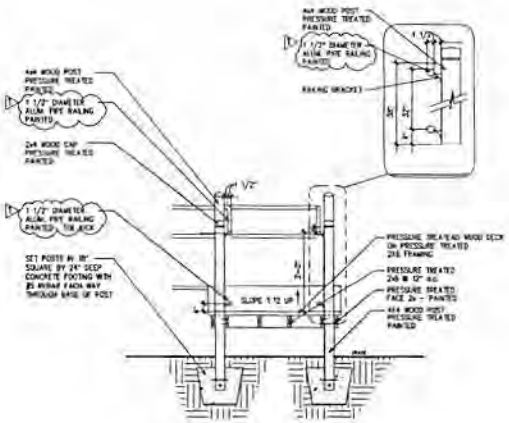
1	10-19-17	Raise Railing

Project:
Alger-Sullivan SHIP Housing
416 Front Street
Century, Florida

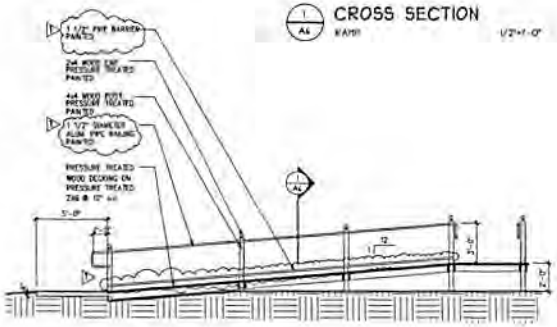
Date: 09-01-17
Sheet No: House 416
Project No: 1816
A2



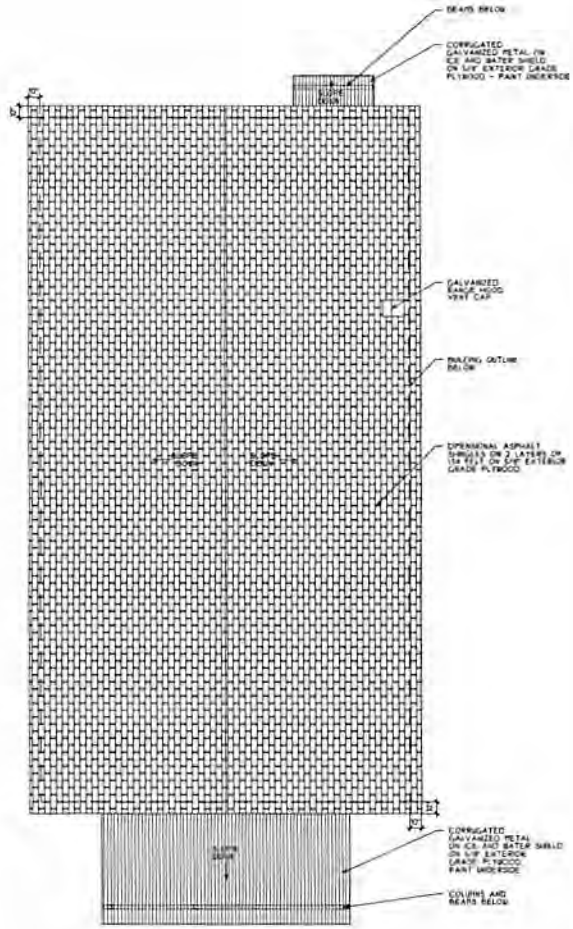
5/A6 PLAN
RAMP
1/4"=1'-0"



1/A6 CROSS SECTION
RAMP
1/2"=1'-0"



2/A6 LONGITUDINAL SECTION
RAMP
1/4"=1'-0"



ROOF PLAN
1/4" = 1'-0"

Quina Grundhoefer Architects
• • •
100 West Kinnear Street · Pensacola, FL 32502
850 433-1515 Fax 850 433-1566
E-mail: qga@gulftel.com

12-19-17	Ramp Railing

Project
Alger-Sullivan SHIP Housing
416 Front Street
Century, Florida

Date: 09-01-17
Sheet No: House 416
Project No: 1616
A6

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, 223 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 presents.

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 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:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

Witness

Witness

Witnesses

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 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)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the 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 pond 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 agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

_____

_____
Witness

_____
Witness

_____

_____
Witnesses

SURETY:

_____
(Printed Name)

_____

_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

EXHIBIT C

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date:

_____
Homeowner Signature

_____
Print Name: Date:

NEIGHBORHOOD ENTERPRISE DIVISION

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date:

_____
Firm Name

3 Originals: Homeowner, Contractor, File

EXHIBIT D

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority personally appeared this day the undersigned _____ who after being first duly sworn, deposes and says of his or her personal knowledge the following:

That heretofore, _____, as "OWNER," and _____ as "CONTRACTOR," entered into a certain agreement whereby the undersigned contracted to rehabilitate for owner a dwelling upon the following described land situate, lying, and being in the County of Escambia, State of Florida, more particularly described as follows:

This affidavit is executed by the CONTRACTOR in accordance with Section 713.06 of the Florida Statutes for the purpose of obtaining final payment from the OWNER/Owner's Agent in the amount of $_____.
All work to be performed under the contract has been fully completed, and all lienors under the contract have been paid in full, except the following listed lienors (if none, so state in both columns):

NAME OF LIENOR:	AMOUNT DUE:

That the undersigned has in no way assigned, pledged, or hypothecated said contract, or any amount or amounts due or to become due hereunder, or in connection therewith, and gives this affidavit, inter alia, to induce final acceptance and payment of the above described project.

FIRM: _____
By:

_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ **day of** _____, **2017**, by _____, as _____ of **Design Home Builders, Inc.** who is personally known to me, or provided _____ as identification and who did/did not take an oath.

_____
Notary Public, State of Florida
My commission expires: _____

[SEAL]

Commission No.: _____

SHIP SUBSTANTIAL REHABILITATION/
RECONSTRUCTION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Charles Therrell (hereinafter referred to as "Owner"), and Emerald Coast Constructors, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Substantial Rehabilitation/Reconstruction Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 300 Front Street, Century, FL 32535 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A.** In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

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 an amount not to exceed the total sum of **$ 114,960.00 (base bid of $118,000 less alternate #3 deduction of $4100 plus alternate #2 addition of $1060)** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. The County shall issue payments to the Contractor as follows:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Contractor may request payments by the submission of a properly executed original invoice submitted to NED with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

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.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *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.

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.

Pursuant to §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 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **one hundred twenty (120) calendar days** from the Commencement Date specified in the Notice to Proceed. Work will be fully complete within **one hundred thirty-five (135) calendar days** from the date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project 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. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents and as evidenced by a Certificate of Occupancy, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the performance of the work as a result of the Owner's unreasonable interference or other 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/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the 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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. **Project Site Protection**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections**. The County/NED, 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 performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. **Defective Work.** Work not conforming to the requirements of the Agreement shall be deemed "*defective work.*" If required by County, Contractor shall either cure 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. 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.

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 work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, 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.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar 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 possession 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 Section. 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 Agreement, 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 15. Termination.

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) 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 (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the 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.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right

to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

If 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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☒ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall timely vacate the premises prior to the Commencement Date of the Project. The Owner shall at all times cooperate with the

Contractor and County to facilitate the performance of the work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. **Dispute Resolution**. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. **Public Records.** The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. 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.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, 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.

Section 29. **Assignment.** 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.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Charles Therrell	Robert Zimmerman
Neighborhood Enterprise Division	300 Front Street	Emerald Coast Constructors, Inc.
221 Palafox Place, Suite 200	Century, FL 32535	56 S. Alcaniz Street
Pensacola, FL 32502		Pensacola, FL 32502

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor 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.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** 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.

Section 34. **Severability.** 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.

Section 35. **Headings.** 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.

Section 36. **Authority**. 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Emerald Coast Constructors, Inc. 56 South Alcaniz Street Pensacola, FL 32502	**Name, Address, City, State, Zip:** Charles Therrell 300 Front Street Century, FL 32535
FL and County License No.: CGC1511381	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 11/1/17	**Date of Acceptance:**

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/14/17

EXHIBIT A

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION NUMBER PD 16-17.097
BIDS WILL BE RECEIVED UNTIL: 3:00 PM, CDT, November 01, 2017
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

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on, **October 17, 2017 at 2:00 PM, CDT.**

Board of County Commissioners

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

Pursuant to FS255.0991 the local preference is not included in this solicitation.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
SPECIFICATION PD 16-17.097

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer and Bid Form (with original signature)
- Bid Surety (bond, check, etc.)

The following documents should be returned with bid

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(s), Certification(s) and/or Registration(s)
- Public Records Exemption of Building Plans

Before you submit your bid, have you:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

The following submittals are required upon notice of award:

- Certificate of Insurance
- Payment and Performance Bonds

How to Submit a No Bid:

- If you do not wish to bid at this time, please remove the bidder solicitation, offer and award form from the bid solicitation package and enter no bid in the **"reason for no bid"** block, your company's name, address, signature, and return the bidder solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.
Do not return with your bid.

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
PD 16-17.097

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Bid Alger-Sullivan SHIP Replacement Housing

Solicitation Number PD 16-17.097

Solicitation

MAILING DATE: October 02, 2017
PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 2:00 PM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, November 01, 2017, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Delivery Date will be _____ days after receipt of purchase order

Terms of Payment _____

Bid Bond Attached:
$ _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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 the bid/proposal being rejected as non-responsive.***

Bid Form

BASE BID SET 1: **Total:** _____ $ 0.00

1a. 300 Front Street Base bid: _____

1b. 307 Front Street Base bid: _____

1c. 403 Front Street Base bid: _____

BASE BID SET 2: **Total:** _____ $ 0.00

2a. 402 Front Street Base bid: _____

2b. 407 Front Street Base bid: _____

2c. 416 Front Street Base bid: _____

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

3a. 300 Front Street Alternate: _____

3b. 307 Front Street Alternate: _____

3c. 403 Front Street Alternate: _____

3d. 402 Front Street Alternate: _____

3e. 407 Front Street Alternate: _____

3f. 416 Front Street Alternate: _____

Alternate #2: The construction of a concrete parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

4a. 300 Front Street Alternate: _____

4b. 307 Front Street Alternate: _____

4c. 403 Front Street Alternate: _____

4d. 402 Front Street Alternate: _____

4e. 407 Front Street Alternate: _____

4f. 416 Front Street Alternate: _____

Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300, 407 and 416 Front Street. DEDUCT the following amounts from Base Bids:

5a. 300 Front Street Alternate: _____

5b. 407 Front Street Alternate: _____

5c. 416 Front Street Alternate: _____

Alternate #4: The installation of 1" vinyl blinds (white) on all windows. ADD the following amounts to Base Bids:

6a. 300 Front Street Alternate: _____

6b. 307 Front Street Alternate: _____

6c. 403 Front Street Alternate: _____

6d. 402 Front Street Alternate: _____

6e. 407 Front Street Alternate: _____

6f. 416 Front Street Alternate: _____

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

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

_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____
Expiration Date:_____

County Permits/Fees required for this project:

Escambia County $800.00
Town of Century Land Use Certificate, fee waived by Town of Century

Person to contact concerning this bid:

Name: _____

Phone: _____

Email: _____

Person to contact for emergency service:

Name: _____

Phone: _____

Email:_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the date of Notice to Proceed. The Bidder agrees to fully complete all work included above within **One Hundred Thirty-Five (135) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Hundred Fifty Dollars ($150.00) be assessed for each day that completion of the project is delayed.**

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Percent (5%) of the Base Bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
https://myescambia.com/our-services/purchasing

Paul R. Nobles
Purchasing Manager

RE: PD 16-17.097 Juvenile Detention Center Corridor Addition

To the Escambia County Office of Purchasing

We hereby acknowledge and certify that our company has returned with our bid, the CD and any copies of the plans and specifications relative to this project. We understood that when we received the information that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 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://dos.myflorida.com/sunbiz/search/
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 16-17.097, "Re-Bid Alger Sullivan SHIP Replacement Housing"
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:

A. 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.

B. 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 cancelled.

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.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. **Project Narrative**

The work includes the construction of six new single story homes on parcels owned by qualified SHIP participants with funding for the new homes through a program with Escambia County. The homes have been designed to reflect the original historic character of the previous homes that were damaged in a tornado. There is a two-bedroom and a three-bedroom unit.

Location: 300, 307, 402, 403, 407 and 416 Front Street
Owner: Escambia County Board of County Commissioners

3. **Award**

The County will award Base Bid Set 1 and Base Bid Set 2 to the lowest and most responsive bidder for each set. To be awarded both Base Bid Set 1 and Base Bid Set 2, the contractor must be the low bidder on each Group, must be able to secure required County bonds and insurance, and must be able to proceed on all six properties at one time. If contractor cannot bond and proceed with all six jobs, the County will award Base Bid Set 1 to the original low bidder and Base Bid Set 2 may be awarded to next lowest, most responsive bidder.

DRAW SCHEDULE/PAYMENT PROCEDURES:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

If bids exceed SHIP program maximums, the County may elect to partner with the Town of Century's CDBG program to cover total job costs in order to proceed

4. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer. The surety amount should reflect the total bid being submitted by the Contractor with regard to Base Bid Sets 1 and 2. **Bidding on Base Bid Sets 1 & 2 does not require separate sureties.**

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.

5. **Performance and Payment Bonds**

The County **shall** 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.

6. **Questions**

Questions may be directed Jeffrey Lovingood, Purchasing Specialist, Phone: (850) 595-4953 or e-mail: JDLovingood@myescambia.com.

Written questions must be received no later than 5:00 p.m. CDT, October 23, 2017.

7. **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.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

8. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, at 213 Palafox Pl, Pensacola, FL 32505, on October 17, 2017 at 2:00 PM CDT.

9. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **One Hundred Fifty Dollars ($150.00)** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **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

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.

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. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **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.

16. **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.

17. **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.

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**

A. 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. A Best Rating of "A" or better is "preferred"; however, other ratings of "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 Sub-Contractor(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 Sub-Contractor obtain and maintain until the completion of that Sub-Contractor'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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. **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.

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.

F. **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.

G. **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 and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.

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: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Phone: 850-595-4953

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.

H. Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **120** calendar days
Fully Complete and ready for Final Inspection in **135** calendar days
*B. Liquidated Damages at **$150.00** for each calendar day
Section 6
Section 7 *A. Neighborhood & Human Services
221 Palafox Place
Pensacola, FL 32502
Attn: Meredith Reeves
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **One (1)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT H

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

WORKING DRAWINGS / PLANS PREPARED BY ARCHITECT

See Working Drawings Folder on CD Rom

EXHIBIT I

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.097 Re-Bid Alger-Sullivan SHIP Replacement Housing

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow on the next page. The documents included with Addendum Number 1 contained errors so all documents have been updated and are being re-issued here. Please disregard Addendum Number 1.

This Addendum Number 2 is furnished to all known prospective bidders. Bidders can either sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same, or receipt of the Addendum can be acknowledged on the Bid Form in the space indicated. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Enc.

August 8, 2017

Ms. Meredith Reeves
Division Manager
Neighborhood Enterprise
Escambia County, Florida

SUBJECT: Addendum to Report of Geotechnical Exploration
Proposed Front Street Residences Rebuild
Escambia County, Florida
LMJ File #: 16-258

Dear Meredith:

This letter forwards additional comments for the subject project. We understand that the allowable bearing pressure for this project is 750 psf or less. Based on this, the recommended level of compaction immediately beneath the footings can be reduced from 98% to 95% of the Modified Proctor Test (ASTM D1557) density for a minimum depth of 12 inches below the footings.

Based on a review of the borings, the soil density at footing levels was erratic. Some footings may be able to be supported on firm undisturbed soils, and some footings may require over-excavating 1-2 feet with the native soils backfilled in compacted lifts to 95% of the Modified Proctor Test (ASTM D1557) density in order to achieve compaction on the soils immediately beneath the footings.

We recommend that LMJ evaluate the footings at the time of construction on a case-by-case basis to determine the amount of compaction needed and if any over-excavation is needed to achieve this compaction. We also recommend obtaining a unit rate for over-excavating the native soils and placing them in compacted lifts if needed during construction.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

KEITH VICTOR JACOBS LICENSE No 66577 8/8/17 STATE OF FLORIDA PROFESSIONAL ENGINEER

Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577

C: Mr. Carter Quina, AIA
Via email: cquina@qgarchitects.com

Larry M. Jacobs & Associates • 328 E Gadsden St, Pensacola, FL 32501 • 850.434.0846 • www.lmj-a.com

I. **General:**

1. Site visits to verify the existing condition are encouraged.

2. The County understands the poor soil conditions for this project and enlisted geotechnical and structural engineers to design and engineer two foundation systems that respond to the poor soil conditions. The Architect and the Structural engineer will sign and seal drawings for permitting.

II. **Clarifications:**

1. **Project Manual:** See attached revised project manual dated October 20, 2017 that corrects all discrepancies between plans and specifications.

2. **Drawings:** See attached revised sheets for Unit 416. Sheet A1, A2, and A6 have been updated to reflect the ramp and back porch details.

   a. Refer to sheet A3 Cross Section and sheet A4 Wall Sections.

      1. Insulation over exterior soffit is not required. Insulation of gable end walls above the ceiling is not required. All insulation will be batt type, except that attic insulation may be blown.

      2. Center floor beam to be built of (3) 2 x 12s with ½" galvanized thru bolts at 12" o.c., staggered top to bottom.

      3. Floor decking to be ¾" tongue and groove plywood, nailed with 8d nails at 12" o.c.

      4. Roof sheathing may be either plywood or OSB and should be installed with H clips at seams per code. Roof sheathing at porches to be ¾ plywood.

      5. All walls studs are to be 2x4 in lieu of 2x6 where shown.

      6. Roofing felts may be two layers of 15# felts or one layer of 30# felt.

      7. Liquid applied water proofing is not required on stem wall foundation detail.

      8. All reference to interior trim to be wood, either 1x4 or Contractor's standard casing trim.

   b. Refer to sheet A2, Unit 416 only – See revised Back and Side Elevations showing ramp.

   c. Refer to sheet A5 Window and Door Schedule.

      1. Window A height to be standard window dimension, at least 5'-2", to comply with emergency egress requirements.

2. Exterior trim to be fiber cement. Interior trim to be wood, either 1x4 or Contractor's standard casing trim.

d. Refer to sheet A6 Ramp – See attached revised plan and section details. Only unit at 416 Front Street is to have the ramp constructed.

e. Refer to sheet A7.

1. Transfer grilles in ceiling are required over bedroom doors and are not intended for the non-insulated, vented attic space.

2. Floor drain in the mechanical closet may be eliminated if not required by Code.

MEMORANDUM

Date: October 17, 2017
Project: Alger-Sullivan SHIP Housing
Prepared by: Rubí Carrero
Purpose: To list architectural questions presented during the Pre-Bid Meeting on Oct. 17.

1. Will the floor insulation be foam or batt insulation? It was agreed at the meeting that it will be batt insulation.
2. Will the floor material be luxury vinyl plank or vinyl sheet? It was agreed at the meeting that the flooring will be the 12' roll of Armstrong Stratamax Flooring.
3. Will part 6 of Division 10 of the Specs, which asks to provide 1" blinds on all windows, be deleted since it is an alternate? It was agreed at the meeting that it will be deleted.
4. Does the design of the footings offset the need for demucking and dewatering or do these have to be factored into the price? Yes, the water table should be low enough and the foundation is designed for the poor soil condition.
5. Will the ductwork be galvanized steel according to the Ductwork Specs or Ductboard according to the drawings? Ductboard.
6. The Specs under part 4 of Control Operations require that all units be tested for (2) 8-hour days under the supervision of manufacturer's representative. Is this required even though it is not a requirement by the County? No.
7. The Specs under part 1 of Testing require that copies of all test reports be filed in duplicates to the physical plant. Is this required? No.
8. Are the insulation at the overhangs and the front and back wall of the attic and the ½" plywood gussets required even though the attic is vented? Will a ridge vent be added? Are the gas chases necessary or can they vent through the roof? Are vented sleeves needed? Are gable braces needed? (All questions relate to the change from a non-vented to a vented attic.) All modifications required to develop a functional vented attic will be done. No insulation in the soffits. No insulation in the gable ends above the attic floor. Nor ridge vents. Perforated vinyl soffits will be used. Gas venting will be allowed if Code compliant for residential installation.
9. The windows and doors at the bedrooms do not meet egress requirements, will this be modified? Yes. Height increased to Code compliance.
10. Can the plywood be replaced with OSB? It is acceptable to replace the plywood on the roof with OSB and keep the plywood on the porch roofs.
11. The galvanized metal will have penetrations due to the fasteners will that be a problem? Do the fasteners have to be painted? Penetration of fasteners per Code and paint.
12. Is the liquid waterproofing on the CMUs of the off-grade foundations required? No.
13. R13 insulation is the new code requirement. Will R13 insulation be used instead of R11 in the walls? Yes.
14. Will the 12x12 transfer grilles be replaced by transfer grilles at each bedroom? Yes, transfer grilles should be in bedrooms.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

15. Will the back porch have guard rails? Only at 416 Front Street where the ramp is not optional. Where the ramp is optional, the guard rails are not needed but hand rails on each side of the steps are Code requirement and should be installed.
16. Is the ramp hand rail wood or metal? The handrails will be painted aluminum. Will the ramp include a toe kick and a mid-rail? Yes, it will have a toe kick, but not a mid-rail.
17. Will the utility box drain to the clean out to grade? Yes.
18. Will the roof have two layers of 15# felt? It was mentioned at the meeting that a 30# felt would suffice. Either option will be acceptable.
19. Will the kitchen cabinets be 40" tall or a standard 30"? Cabinet's size will remain 40".
20. Will the countertops have a wood edge trim on the perimeter as indicated on the Cabinet specs or will they be entirely plastic laminate? It was agreed on the meeting that it will all be plastic laminate.
21. Will the instantaneous water heater thermostat need a control? It was mentioned at the meeting that some of them already include a control. It should be provided as needed.
22. Do the flexible ducts need to be 8' long? No, they can be sized as required.

Outline Specifications

Project: **Alger-Sullivan SHIP Housing**
Century, Florida

Date: August 24, 2017 Revised October 20, 2017
Bid Date: See Purchasing Documents
Architect: Quina Grundhoefer Architects, P.A.
400 West Romana Street
Pensacola, Florida 32502
850-433-5575
cquina@qgarchitects.com

I. CONTRACTUAL CONDITIONS

The following contractual conditions will be included in the scope of the work:

A. General Conditions of the Contract for Construction
AIA Document A201

B. Form of Owner-Contractor Agreement for Construction - AIA B101

C. Certificate of Substantial Completion - AIA G702

II. TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

01010 Summary of Work

1. The project consists of several single story residential structures on single family residential building lots located on Front Street in Century. This is a State of Florida funded program to replace the historic homes that were damaged beyond repair by a tornado in 2016. The homes will be constructed on property owned by each qualified participant and a three-way contract between Contractor, Owner, and Escambia County will be executed for each property. There are two-bedroom and three-bedroom units to be constructed. Program of spaces include a living space, kitchen, pantry, laundry and closets.

2.

Two Bedroom unit:	1,040 sf
Covered porches:	Varies but approx. 200 sf
Three Bedroom unit:	1,261 sf
Covered Porches:	Varies but approx. 200 sf

3. The residence is to be primarily wood framed. Walls to be 2x4 wood studs with batt or blown insulation, plywood or OSB sheathing, building wrap, fiber cement siding

and brick piers on front porch. Some walls will receive brick veneer. The roof system is to be asphalt shingles on felts on plywood or OSB decking on pre-engineered roof trusses. Foundation A will be steel reinforced, cast in place concrete spread footings with concrete masonry perimeter stem wall. Foundation B will be wood floor joists with insulation and vapor barrier. The interior partitions are standard wood studs with gypsum wallboard, painted. The floor finishes will be luxury vinyl sheets. Ceilings to be painted gypsum board, orange peel finish. Interior millwork will be painted on paint grade fir or pine and various hardwoods, unless otherwise noted. A residential grade heat and air conditioning system will be installed. Gas and/or electrical appliances, including water heater to be provided by Contractor, except as otherwise noted. All utilities shall be provided with overhead service entry at house. Utilities are provided on the site and coordination for connections should be made with the various providers (telephone, cable, and electrical services). Water, sewer and gas is provided on the site and all tap fees have been pre-paid as these were previously occupied lots.

4. The building is classified as Single Family Residential according to the 2014 Florida Residential Building Code. It is the responsibility of each Contractor to assure that all parties responsible to him follow and respect this rules and regulations.

5. Provide all required building permits and insurance as required by contract. Verify all existing utility taps and contact venders before excavation. Insure complete adherence with all approved permits from such agencies as the local building department and comply with all Federal, State, County and Local building codes.

6. Temporary utilities, including water and power shall be provided by the Contractor. Portable toilets shall be provided by the Contractor.

7. Project meetings will be held when needed to include the County Neighborhood Enterprise Division (NED) staff and at least one site visit by Architect during construction.

8. Submittals shall be made for products other than those listed in specifications or drawings. Three copies to be submitted to County NED for review and approval.

9. Contractor to notify the Architect in writing of any errors, discrepancies or omissions in the Contract Documents. Contractor will be responsible for the results of any errors, discrepancies or omissions which the Contractor failed to notify the Architect of before construction and/or fabrication of the work.

10. BID Format: Refer to Escambia County Purchasing Department documentation.

11. Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

01040 Project Coordination	Administrative requirements for coordination.
01090 Definitions and Standards	Terminology, trade names, codes and abbreviations.
01300 Submittal	Procedure for submittal.
01400 Quality Control Services	Quality Control, testing and inspections.
01500 Temporary Facilities	Services, facilities and support security.
01631 Product Substitutions	Procedure for handling substitutions.
01700 Project Closeout	End of Project Procedures.
01740 Warranties and Bonds	Special product warranties.

01030 – ALTERNATES

SUMMARY The alternate listed below is to include all costs associated with the work as described including general condition and administrative costs and contractors' overhead and profit.

1. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

3. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

4. Completeness: The contractor is to include as part of each Alternate, all miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not shown as part of the Alternate.

5. SCHEDULE OF ALTERNATES:

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan.
Alternate #2: The construction of a concrete parking pad and drive as shown on site plan.
Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300,407 and 416 Front Street.
Alternate #4: The installation of 1" vinyl blinds (white) on all windows.

Each alternate must be individually broken down by address number.

Division 2 - Site Work

02100 Demolition

1. Contractor to remove the existing single story wood frame residence if not already removed by other County Contractor. Remove all concrete slabs and foundations unless otherwise indicated on plans. Remove utility connections to a point of re-connection to the new residence. All debris is to be removed from the site and

properly disposed of according to local regulations.

2. Contractor to compact remaining soil to form the base for the new residence. Site to be prepared to receive new foundation and concrete slab as shown on drawings.

02200 Earthwork

1. Excavate for foundation as required. Where possible use clean excavated material for compacted fill in other areas of the work. Maintain side cuts to provide a safe work environment.

2. Prepare for slabs on grade, sidewalks, drives and pavement. Compact subgrade to 95% standard Proctor. Compact under new sidewalks to 95% standard Proctor. Prepare soils to receive landscaping and add top soil for planted areas. Refer to attached Soil Report prepared by Larry Jacob dated April 7, 2017 and Addendum to Report of Geotechnical Exploration dated August 8, 2017.

3. The Contractor shall provide all earthwork necessary to perform the work of the project including excavating, shoring, filling, backfilling, compacting and grading as shown on drawings. According to soil test, the water table is below the bearing level of the foundations. Foundations have been designed for soil conditions.

4. Soil testing has been provided by the County. During preparation of the soil the Contractor shall contact County NED for inspections, especially if unstable soils are uncovered. If additional evaluations are needed by the Geotechnical Engineer, the County will contract for such services.

02282 Termite Control

1. Engage a professional pest control operator and provide soil treatment for termite control.

Division 3 - Concrete

03300 Concrete Work

1. Poured in place walls, footings, slabs on grade, stairs and sidewalks: 3000 p.s.i. at 28 days, minimum thickness 3 ½". See drawings for size.
2. Reinforcement bars: per ASTM A615, grade 60.
3. Welded wire fabric: W1.4 x W 1.4 at 6" centers both ways or approved fibercrete.
4. Vapor barrier: 10 mill poly.
5. Provide all slabs for the placement of equipment.

Division 4 - Concrete Masonry Units

04200 Concrete masonry units and Face Brick

1. Standard concrete masonry units
2. Mortar: Type S or N per ASTM C270, color to be standard grey.
3. Reinforcement: Block ties at 16" on center vertically and 24" on center horizontally.

4. Lay block true, plumb and level per requirements of the Brick Institute of America (BIA).
5. Face brick to be Robinson Old Georgetown.

Division 5 - Metals

05500 Metal Fabrications (Where applicable.)

1. Steel units, shop fabricated miscellaneous metal.
2. Comply with American Institute of Steel Construction (AISC)
3. Materials: Structural steel shapes - per ASTM A36.
   Hot or rolled carbon steel sheets per ASTM A568 or A366.
   Flitch plate: 3/8" thick steel with pre-drilled holes for thru- bolts.

Division 6 - Wood and Plastics

06100 Rough Carpentry

1. For all rough wood framing, provide lumber meeting the requirements of WCLIB or WWPA:
   a. Lumber: Southern Yellow Pine No. 2 or better, or Douglas Fir with no more than 15% moisture content. Pressure treated where in contact with concrete.
   b. Plywood. APA performance rated panels, Product Standard PS-1.
      Sloped decks: 5/8" plywood with H clips @ seams. OSB may be used at Contractors option.
      Flat decks: 3/4" plywood with H clips @ seams.
      Sheathing: ½" plywood (8d nails at 6" perimeter and 12" field)
      Floor Decking: ¾" tongue and groove plywood (8d nails at 12" o.c.)
   c. For structural lumber to be exposed use no. 2 pine.
2. Provide all miscellaneous hardware, including fasteners for installation of rough carpentry.

06192 Prefabricated Wood Trusses

1. Comply with NFPA national Design Specifications and TPI Standards
2. Lumber: Provide lumber S4S, S-dry complying with PS20.
   a. Species: any softwood graded under NWPA, WCLB, SPIB or NLGA rules.
   b. Stress Rating: Fb - 1850 psi, E= 1,800,000 psi
3. Metal connector plates: Hot dip galvanized sheet steel, ASTM A446 Grade A
4. Trusses to be designed and certified by truss manufacturer's engineer. This is responsibility of Contractor to provide.

06200 Exterior Finish Carpentry

1. Finish carpentry to include the installation of running trim for window and door

casings, moldings, fascia board, wood brackets, columns and other miscellaneous details.

2. Materials: per AWI "Quality Standards"
Wood species for exposed, unpainted surfaces: No. 2 pine or approved wood.
Wood species for painted, protected surfaces: KDAT pine or fir, finger jointed paint grade. KDAT wood columns to be used for porches.
Soffits: Perforated vinyl soffit installed per manufacturer's instructions.
Porch ceilings: Painted plywood and exposed wood framing. Exposed fasteners to be painted.
Siding: Siding to be "Hardi-board" Select Cedarmill or approved equal. Exposure to be 6 1/4". Verify siding choice with drawings.

06402 Interior Woodwork

1. Interior Woodwork to include casework, wood paneling, railing and decorative running trim. These may be Contractor's standard trim and casing in lieu of trim shown on drawings.
2. Materials: per AWI "Quality Standards."
    a. Surfaces of stained exposed wood to be as noted on the drawings.
    b. Wood trim to be painted to be fir or pine, paint grade, finger jointed.
    c. Particle board: ANSI A208.1
    d. Plywood: PS1, APA performance rated.

06405 Cabinets

1. Cabinets to be builder grade, natural wood finish paneled cabinet door and frame with builder grade hardware with satin nickel finish 2 1/2" wire pulls. Counter top and backsplash to be plastic laminate.
2. Set cabinets, shelves and countertops true level and plumb and secure to blocking in partitions.
3. Plastic laminate countertops and backsplash to be Wilsonart Standard Laminate. Color to be selected by Owner from the following:
    a. Kitchen
        i. Option 1: White Tigris 4783-60
        ii. Option 2: Desert Zephyr 4841-60
        iii. Option 3: Twilight Zephyr 4845-60
    b. Restroom
        i. Option 1: White Tigris 4783-60
        ii. Option 2: Natural Cotton 4946-38

Division 7 - Thermal and Moisture Protection

07200 Insulation

1. Fire rated insulation products, tested per ASTM E84 for burn and smoke characteristics. Batt type insulation: kraft faced, fiber glass units, Flame spread 25 or

less, smoke developed 75 or less. 3 1/2" R13 for exterior walls; 10" R30 for ceiling/roofs. 6 ¼" R19 for floor installation. Mfr: Certainteed, Manville or Owens-Corning or approved equal. Blown insulation may be used in the attic spaces.

07600 Flashing and Sheet Metal

1. Flashing and Sheet Metal to include Metal Flashing and Counter flashing, Sheet Metal at concealed and exposed joints. (.32 white finished aluminum and 22 gauge galvanized as indicated on plans.)

07311 – Asphalt Shingles

1. 3-Dimensional Laminated Strip Shingle, UL Class "A": Mineral- surfaced, self-sealing, laminated multi-ply overlay construction fiberglass based strip shingle complying with ASTM D 3018, Type 1, and with ASTM D 3462. Provide shingles bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color as selected by Architect. **Timberline HD (25-year) by GAF Corp.**, or approved equal by one of the following:
   Manville Building Materials Corp.
   Tamko Corp.
2. Asphalt-Saturated Roofing Felt: Two layers of No. 15, unperforated organic felt, complying with ASTM D 226 Type I, 36" wide, approximate weight 18 lbs./square. One layer of 30# felt may be used at Contractor option.
3. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.
4. Nails: Aluminum or hot-dip galvanized 11 or 12-gage, sharp- pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" into solid decking or to penetrate through plywood sheathing.
5. Metal Drip Edge: Minimum .032" white finish aluminum sheet, brake-formed to provide 3" roof deck flange, and fascia flange as shown on drawings. Furnish in 8' or 10' lengths.

07312 – Metal Porch Roofs

1. Metal roof panels to be 26 gauge, galvanized, corrugated panel, 24" coverage installed with exposed fasteners as recommended by manufacturer. #12, 3/4" Kwik Seal, hot dip galvanized screws with rubber washers at 12" o.c. up the slope and 6" o.c. cross the slope.
2. Underlayment to be Grace Ice and Water Shield, or approved equal, installed per manufacturers recommendation.

07900 Joint Sealers

1. Provide joint fillers for interior and exterior applications.
   a. Exterior joints: Multi-part non-sag urethane, Type M, grade NS. Mfr. Peora Dynatrol II, Tremco Dymeric, Sonneborne NP2 or approved equal.
   b. Horizontal surfaces: Multi-part urethane: Mfr: Pecora Urexpan NR-200, Tremco THC-900 or equal.
   c. Interior exposed surfaces: Latex-Acrylic emulsion sealant per ASTM C834. Mfr: Pecora AC 20, Premco Acrylic-Latex 834 or equal.
   d. Mildew Resistant sealant: one-part silicone for around plumbing fixtures. Mfr: Pecora 863, Dow 786 or equal.

Division 8 - Doors and Windows

08212 Five Panel Hollow Masonite Doors

1. Provide Masonite hollow core five panel doors to comply with AWI Architectural Woodwork Quality Standards, of special design and construction.

08610 Doors and Windows

1. Provide vinyl windows as manufactured by Jeldwen or approved equal.
2. Exterior doors to be fiberglass as manufactured by Neuma, Jeldwen or approved equal. Door hardware to be provided by manufacturer.
3. Glass to be double insulated, impact resistant, as provided by manufacturer. Simulated divided lites as shown on drawings
4. Color to be white, unless otherwise noted.
5. All hardware, including latches, locks, screens and handles are to be included.

08710 Finish Hardware

1. Provide standard factory units, standard duty, residential grade hardware complies with the ANSI/BHMA standards.
2. Materials include locksets, butts, closers and door stops.
3. Finish: Satin Nickel
   Mfr: As provided by Exterior Door Manufacturer.
   All other hardware to be standard, Kwikset Tylo with privacy locks.

08800 Glass and Glazing

1. Provide flat and insulated, impact units, clear glass per FGMA requirements. Windows to be factory pre-glazed. Fixed frames to receive ½" or 5/8" insulated, impact glazed units - clear glass.

Division 9 - Finishes

09950 Vinyl Sheet Flooring

1. Vinyl Sheet: **Roll width 12'**as manufactured by Armstrong Flooring, StrataMax Best vinyl sheet installed per manufacturer's instructions. Pattern and color to be Distressed Hickory Sadle X3541.

09900 Painting

1. Painting includes exterior and interior applications. Three coat application per manufacturer's recommendations including one prime coat and 2 finish coats. Paint to be alkyd, Latex systems as recommended by Glidden, Sherwin Williams, Benjamin Moore or equal.

Division 10 - Specialties

1. Kitchen appliances are listed on the drawings. The appliances will be provided by the County

through a partnership agreement. Contractor to provide installation cost only in base bid.

2. Bathroom accessories are to include chrome shower bar, chrome toilet paper holder, 24"x30" mirror, and one 24" long chrome towel bar.
3. Provide house number of the size and placement to comply with US Postal Service standards. Install on wall above or next to front door.
4. Provide post mounted mailbox of the size and placement to comply with US Postal Service standards. Install along street for mail truck accessibility.
5. Provide builder standard coated wire shelving and install as shown on drawings.

Division 15 – Heating, Ventilation and Air Conditioning

PART 1 - GENERAL

DRAWINGS

1. The drawings for the Heating, Ventilating and Air Conditioning for this job are diagrammatic. The Contractor shall make his own measurements at the site and in the buildings during construction and install the systems as the work progresses in such a manner that the equipment, piping, conduit, panels, and ductwork will fit into the finished space provided maintaining headroom; and be neatly installed. All equipment and its interconnecting piping, ductwork, conduit, etc., shall be provided.

2. Due to differences between various manufacturers, it is not practicable to show exact dimensions of units, nor to show or specify all minor details of equipment. Contractor shall provide all valves, fittings and accessories as necessary for a complete installation, whether or not specifically mentioned or shown.

3. Equipment shall not be acceptable if operated in excess of the recommended and published ratings of the manufacturer.

TESTS AND GUARANTEES

1. After completion of his work, and when the building is ready for occupancy, this Contractor shall operate the air conditioning or heating system for a reasonable period to insure proper operation. During the tests, the Contractor shall adjust controls, outlets, etc.

HEAT PUMP OUTDOOR SECTION

1. Units shall be completely factory assembled, wired, and statically tested. Units shall be ARI certified and rated in accordance with ARI 240-77, Heat Pump Units.

2. Condenser coil shall be copper tube type with aluminum fins mechanically bonded to the tubes with a minimum tube size of 1/2" o.d. If all aluminum coils are provided, manufacturer shall provide five-year warranty for the coil.
3. Condenser fan shall be propeller type, vertical discharge with vinyl coated fan guard. Fan shall be electronically balanced to eliminate vibration and noise. Fan motor shall be direct drive, inherently protected with sealed ball bearings.
4. Compressors shall be designed for split system direct expansion use.
5. Compressors shall be sealed hermetic type with external vibration isolating mounts. Compressors shall have crankcase heaters to prevent oil dilution. Compressor section to contain filter drier and accumulator. Compressors shall have factory-mounted suction and discharge line service valves. Manufacturer shall provide five-year warranty on compressors and file warranty with Architect.

6. Controls shall be factory mounted and wired in an accessible enclosure within the compressor compartment. System controls shall have a fully automatic defrost cycle for heating operation. Safety controls shall consist of high-low pressure cut-out and compressor overload protection. Cabinet shall be set standard of quality in appearance and construction. Cabinet shall be of zinc coated sheet steel and finished with epoxy paint. Compressor section shall have a large access panel for ease of service.
7. Unit shall have capacities as per schedule on drawings and shall be Trane, Carrier, Lennox, or equal. SEER and HSPF shall meet minimum requirements of heat pump unit schedule on the drawings.

2.02 AIR HANDLING UNIT (INDOOR SECTION)

1. Unit shall be completely factory assembled with direct expansion coil(s), insulated drain pan, fan and filter section complete with disposable 1" thick filters. Units shall be designed for horizontal mounting as shown on the plans.

2. Evaporator coil for air handling units shall be direct expansion. Refrigerant type shall be refrigerant 410A. Coil shall consist of copper tube with aluminum fins mechanically bonded. Thermal expansion valves shall have bypass line and check valve installed for heat pump use. Minimum tube size shall be 1/2" o.d.

3. Evaporator fan shall be forward curved double inlet mounted on a common shaft with permanently lubricated ball bearings. Fan shall be statically and dynamically balanced for smooth operation. Evaporator fans shall have V-belt drives with adjustable pitch pulley or direct driven fans with multiple speed taps for adjustment.

4. Cabinet shall be constructed of hot dip galvanized sheet steel a minimum thickness of 18-gauge. Interior panels and top shall be covered with insulation to prevent heat gain and noise transmission. Drain pan shall be coated to prevent condensation and corrosion.

5. Filter shall be of standard size throwaway and not less than 1" thick. Filter section shall be accessible from side of unit. Provide proper clearances for filter removal as recommended by the manufacturer.

6. Units shall have capacity as per schedule on drawings and shall be Trane, Carrier, Lennox or equal.

7. Electric heaters shall be UL listed and factory installed as an integral part of the AHU (with timed defrost control).

2.04 CONTROL OPERATIONS

1. General space temperature shall be controlled by wall mounted thermostat located within the spaces as indicated on drawings. Thermostat subbase shall include a system selector switch (OFF-HEAT-AUTO-COOL) and fan switch (AUTO-ON) and be provided by the air conditioning equipment manufacturer.

2. Wiring: All control wiring external to the air conditioning equipment shall be installed by the control sub-contractor under the direct supervision of the HVAC subcontractor.

3. Note: All wiring required for equipment operations shall be by the electrical contractor. This Contractor shall also provide all conduits as required for control wiring.

2.05 DUCTWORK

1. The sizes, runs, and connections of ducts shall be as indicated. Adhere to drawings as closely as possible. The right is reserved, however, if required to meet structural or other interferences, to vary run and shape of ducts and offsets during progress of work, at no extra cost to the Owner. Ductwork specified herein shall have rectangular cross section, unless otherwise indicated.

2. Materials - Methods of Construction: Details of construction and materials not specified herein shall be in accordance with SMACNA Low Velocity and ASHRAE "Guide" recommendations. Fabricate ductwork in workmanlike manner with airtight joints presenting smooth surface on inside, neatly finished on outside. Seal all duct joints airtight with approved tape or mastic before insulation is applied. Construct ductwork air extractors, spin-in taps with air scoops, turning vanes, splitter dampers, etc., to ease air flow and balancing of air. The joint between the trunk duct and any air extractor or spin-in tap shall be sealed with approved tape or mastic. Unless otherwise indicated, where square elbows have to be used, provide fixed deflectors. Construct, brace and support ducts in manner that they will not sag or vibrate to any perceptible extent when fans are operating at maximum speed and capacity.

3. Flexible ductwork shall be equal to Thermaflex Type M-KB with 1"-1 lb. density insulation (minimum "R" value = 6) with metalized film vapor barrier, and conform to UL-181 as a Class I duct.

4. Duct board shall be equal to Owens Corning QuietR Duct Board, a rigid resin bonded fibrouse glass board with damage resistant, fire retardant, reinforced aluminum foil (FRK) facing, with a double matt air stream surface. Install and cover joints according to manufacturers recommendations.

2.07 REFRIGERANT PIPING

1. Piping shall be type "K" hard drawn copper, ASTM Spec. B280, and shall be mill cleaned, dried, and capped. Fittings shall be extra heavy wrought copper in accordance with ANSI B9.1 with joints soldered using a high content silver alloy solder. Insulate refrigerant suction line with 3/4" wall foamed plastic insulation slipped over tubing and all joints thoroughly sealed. Paint insulation with two coats of acrylic protective paint where insulation is exposed to weather. Protect insulation with metal saddles and shields at all hanger points.

2.08 DAMPERS

1. Provide splitter and deflecting vanes for control of air volume and direction, and for balancing system where indicated, specified, directed or required.

2.09 GRILLES AND DIFFUSERS

1. All grilles to be standard prefinished white metal or vinyl.

PART 3 - EXECUTION

3.01 TESTING AND BALANCING

1. The heating and ventilating subcontractor shall verify the capacities of each grille, register, and equipment opening as determined by the test after final adjustments have been made with a notation for the final setting and average velocity through each outlet as determined by readings of a velometer taken at several points at the face of the register or opening. Air delivery through supply outlets shall be considered equal to that quantity as published in the manufacturer's tables. Return air through return air grilles shall be considered as equal to the product of the velometer velocity and effective area of the register.

2. Thermostats for the air conditioning equipment shall be provided as part of that equipment, and connected up by the electrical subcontractor, and is tested by the HVAC subcontractor.

3.02 CLEANING VENTILATING SYSTEMS

1. All ducts shall be thoroughly cleaned and blown out to prevent any debris from damaging fan wheels or discharging through diffusers when systems are placed in operations. All temporary connections required for blowing out the system, cheesecloth for all duct openings, and any other equipment or labor for cleaning shall be provided by the heating and ventilating subcontractor. All filters shall be renewed after ventilating systems have been cleaned. The cost of renewal shall be borne by the General Contractor.

15400 Plumbing

According to applicable plumbing codes as shown on drawings.
All piping to be PVC or PEX.
All under slab domestic water piping to be copper, PVC or PEX approved for under slab installation.
Hot water system to be Gas on demand type, Rinnai or approved equal, Energy Star rated

1.06 PIPING

1. Provide pipe sleeves through masonry construction, and install escutcheon plates around exposed piping in all rooms. Provide vented pipe sleeves for under slab gas pipes unless not required by Code.

2. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV in accordance with Residential Standards CS272-65 or ASTM Standards D2665-68.

3. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.

4. Above slab cold water and hot water piping shall be PVC or PEX. Below slab cold water piping shall be type "K" soft copper tubing, PVC or PEX installed per manufacturers requirements.

1.07 PIPING PLACEMENT

1. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.

2. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.

3. Soil Pipe: Support to firm earth below floor slabs.

    1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.

    2. Connections to vertical soil pipe to all connections in horizontal soil pipe to be made by "Y" fittings.

    3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined (even if final connection is specified under another section).

4. Vent Pipes:

    1. Main soil pipe stacks to be extended up through the building full size with increaser through roof per code.

    2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.

    3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.

5. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.

    1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.

    2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.

    3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

1.08 WATER PIPING

1. All water piping, unless otherwise shown or specified shall be PVC, Schedule 40 or PEX (Cross-linked polyethylene piping.) Install each per manufacturer's instructions. It shall be clean, round, straight, and true to size, free from flaws and other defects.
2. All fittings shall be PVC. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then bonded with appropriate pipe cement.

2.02 GAS PIPING

1. All piping above grade shall be Schedule 40 black steel ASTM 120. Fittings shall be 150-pound black malleable screw pattern for all sizes 2" and smaller. Under slab piping shall be placed in vented sleeve unless Code does not require venting.

2. All piping shall be installed in accordance with NFPA recommendations and the Southern Standard Gas Code complete with all necessary appurtenances.

3. Horizontal piping shall grade with a slope of 1" on 40 feet-0" to drip legs at all low points as required. Drips shall be provided at all low points and at bottom of risers. Drips shall be same size as the piping where installed and shall be a minimum of 12" long. Use ground joint unions in all screw piping joints.

4. Provide standard testing procedures for piping.

2.03 UNIONS

1. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.

2. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.

3. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.

4. Unions connecting dissimilar metals shall be dielectric type.

2.04 VALVES AND COCKS

1. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.

2. Angle or straightway chromium plated stops on the supplies to all fixtures accessible from the same room in which the fixtures are located.

3. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.

4. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:

    1. Gate valves 1/2" to 3" = S-111.
    2. Ball valves 1/2" to 2" = S-585.
    3. Check valves 1/2" to 3" = S-413W.

2.05 THERMAL INSULATION WORK

1. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finished, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.

2. All hot and cold water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.

3. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.

4. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.

5. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

2.06 FLOOR, WALL, AND CEILING PLATES

1. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

2.07 PLUMBING FIXTURES AND EQUIPMENT

1. Provide roughing-in for and connect to supply lines, waste and vent lines, all equipment, fixtures, drains, etc., specified herein or in other sections of the specifications which require such connections.

2. Provide stops in hot and cold water connections to each fixture, equipment items, etc. Where not otherwise specified, stops shall be same as specified hereinbefore for ball valves. Provide deep escutcheon on all sinks and lavatories where waste pipe goes into wall. Anchor all supplies from wall securely within wall construction.

3. Provide stops for all fixtures. Traps for all fixtures shall be 17- gauge chromium plated brass.

4. Plumbing fixtures shall be equal to American Standard, Crane, Kohler, or Eljer, or approved equal.

5. Faucets shall be lead free, code compliant, and certified to NSF Standard 61, Section 9.

6. Plumbing fixtures shall be as shown on drawings.

7. Floor Drains (All Locations): Zurn ZN-415 Series with nickel bronze top and flashing collar. Floor drains shall be provided with trap primer tap as indicated on plans. Floor drain traps and horizontal piping above finished areas used for a/c condensate drainage shall be insulated with 1" thick blanketed insulation.

2.08 CLEANOUTS

1. Provide cleanouts in sanitary piping at all changes in direction at ends of branches, at intervals not exceeding 40' on straight runs, and elsewhere as shown. Cleanouts shall be full opening type completely accessible. Size same as lines in which they occur, but not larger than 4". Tees and extensions shall be of same weight as pipe. Plugs shall be countersunk type.

2. Outside cleanouts to grade shall be brought up flush with finished grade and installed in 12" x 12" x 6" concrete pad, cleanout plug shall be countersunk.

3. In Outside Line: PVC cleanout tee with PVC plug. Terminate at grade or pavement in 18" x 18" x 6" concrete pad with tooled edges.

4. In Finished Walls: PVC cleanout tee with PVC plug and wall plate cover.

2.09 TANKLESS WATER HEATERS

1. Heater shall have two heating modules. Element shall be replaceable cartridge insert. Unit shall have a replaceable filter in the inlet connector. Heater shall be fitted with 1/2" diameter compression nuts and sleeves. Maximum operating pressure shall be 150 psi. Heater shall be compatible with pre-heated water feed.

2. Water heater shall be equal to Rinnai and shall be residential gas type as indicated. Must be Energy Star rated. Verify voltage from electrical plans. Provide thermostat for control.

PART 3 - EXECUTION

3.01 COMPLETION OF WORK

1. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

3.02 TESTING

1. General: Test shall conform to local code requirements.

2. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.

3. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

3.03 DISINFECTION

1. Disinfect all domestic water piping in accordance with local health department guideline.

Division 16 - Electrical

16011 According to applicable codes as shown on the drawings.

GROUNDING

1. Provide grounding and bonding systems in strict accordance with the latest published edition of N.E.C., except where more stringent requirements are specified herein. Interconnection of neutral and ground is not permitted except at service entrance equipment. Install grounding conductors to permit shortest and most direct path to ground. Concealed joints shall be made by Cadweld method. Where grounding conductors are in raceway, bond conductor and raceway at both ends. Grounding and bonding fittings used shall be UL listed and be compatible with metals used in system. Sheet metal type strap are not acceptable.

2. Service entrance ground electrode system shall consist of driven electrodes, connection to water piping, and building grounding grid, as required by NEC Article 250-50. Unless otherwise shown on drawings, each driven electrode shall consist of one 3/4 inch diameter 10 ft. long copperweld steel rod. Rod made of wrought iron may be used in lieu of copperweld at option of contractor. Water pipe connection shall be made to a minimum one inch diameter metallic cold water pipe. Extend grounding conductor to main telephone equipment space. Interconnect conduits entering and leaving service entrance equipment using grounding bushing and copper.

3. The panelboards and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of NEMA and UL as follows:

   a. UL 67 -- Panelboards
   b. UL 50 -- Cabinets and boxes
   c. NEMA PB1
   d. Fed. Spec. W-P-115C
   e. Circuit breaker -- Type I class I

4. Wiring shall be copper conductor with non-metallic sheath (NM) over multiple conductors.

WIRING DEVICES

1. Colors: Wiring device and wall plate colors shall be white.

2 Receptacles: Duplex receptacles shall be specification grade, 15 amps,125 volts with grounding terminal. Color to be selected by architect.

3. Switches: Switches shall be specification grade, 15 amps, 120/277 volts A-C only, single pole, three-way or four-way as shown, single throw with screw terminals arranged for side wiring.

4. Device Plates: Shall be of the constructed of polycarbonate.

5. Ground Fault Receptacles: Furnish and install receptacles with ground fault circuit interrupters as indicated on plans. Receptacles shall be NEMA 5-20R configuration with 120V ac 15 amperes circuit rating. All receptacles shall be such depth as to permit mounting in outlet boxes 1 1/2" or greater in depth without the use of spacers. Units shall have line and load terminals such that connection to load terminals will provide ground fault protection for other receptacles. All receptacles shall accept standard duplex wall plates. All receptacles shall be noise suppressed and shall be UL listed.

16510 Lighting

1. Field verify all outlet locations and switch locations. Provide telephone cabling and cable TV wiring.

   Smoke detection: Provide smoke detectors per code. Provide carbon monoxide detectors per code.

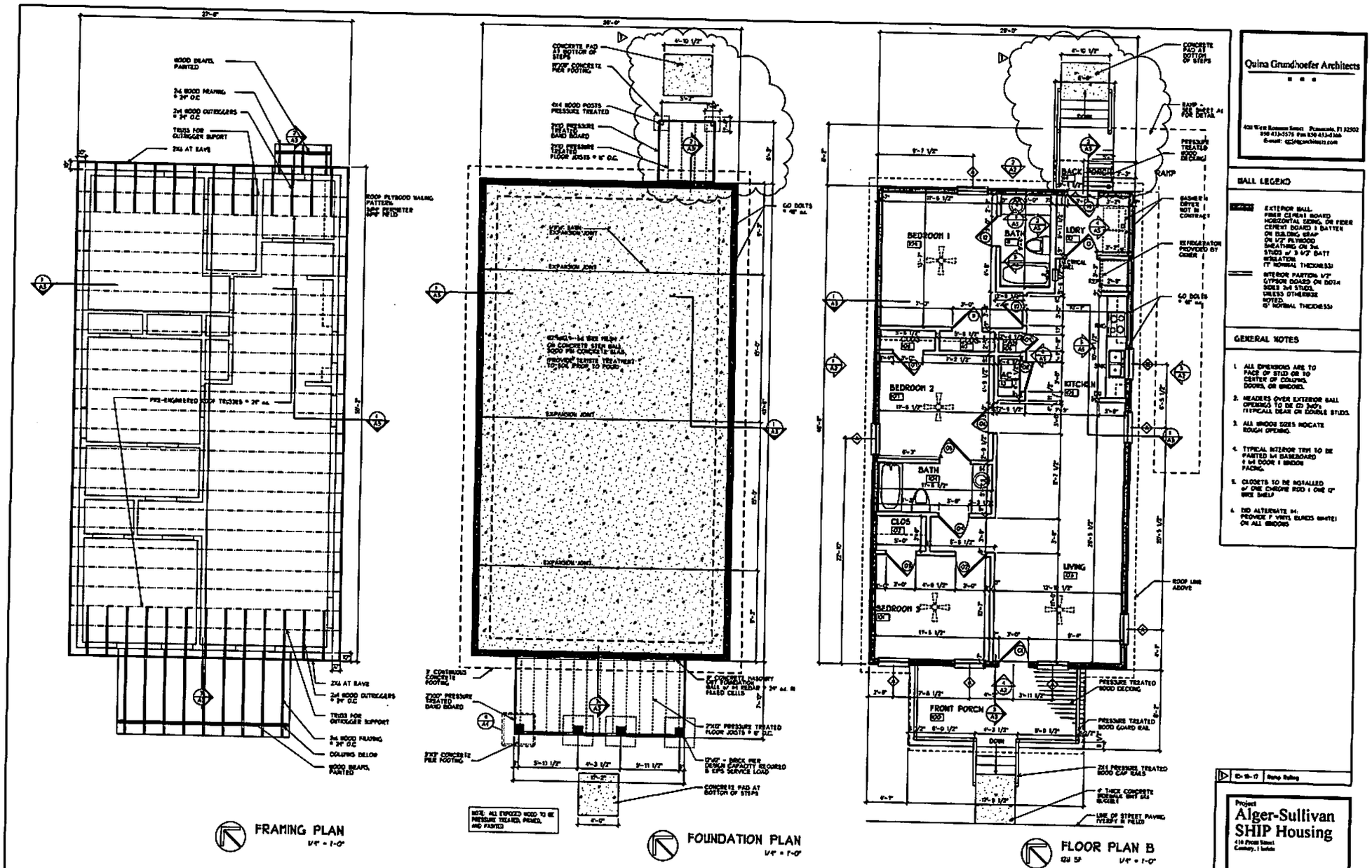
   Provide wired, cleaned, and with lamps specified, all fixtures designated on drawings. Contractor shall verify the ceiling construction for correct trim and support arrangement of lighting fixtures; corrosion resistant plaster frames are required in plaster ceilings. Shop drawing submittals shall consist of properly identified copies of manufacturer's catalog pages showing all features and accessories specified.

2. Lighting Schedule:

   Recessed LED: Commercial Electric Model # CER6730DWH40
   Porch Light: Hampton Bay Model # BPP1611-BLK
   Wall Sconce: Hampton Bay Model # X124501
   Pendant Light: Progress Lighting Model# P5096-09
   Chandelier: Commercial Electric Model # HON8913A
   Exhaust Fan/Light: Nutone Model # XN50L
   Ceiling Fan: Hunter Model # 59246

3. Secure mounting and support of all lighting fixtures shall be accomplished under this section of these specifications. Lighting fixtures shall be installed plumb, square, and level with the ceiling, wall, and in alignment with adjacent lighting fixtures. Mounting heights indicated shall be to the bottom of the fixture for ceiling-mounted fixtures and to center of fixture for wall-mounted fixtures.

END OF OUTLINE SPECIFICATIONS



Quina Grundhoefer Architects

WALL LEGEND

EXTERIOR WALL
FIBER CEMENT BOARD HORIZONTAL SIDING, OR FIBER CEMENT BOARD & BATTEN ON BUILDING WRAP ON 1/2" PLYWOOD SHEATHING ON 2x4 STUDS @ 16" O.C. WITH R-13 BATT INSULATION (5" NOMINAL THICKNESS)

INTERIOR PARTITION, 1/2" GYPSUM BOARD ON 2X4 STUDS @ 16" O.C. UNLESS OTHERWISE NOTED. (4" NOMINAL THICKNESS)

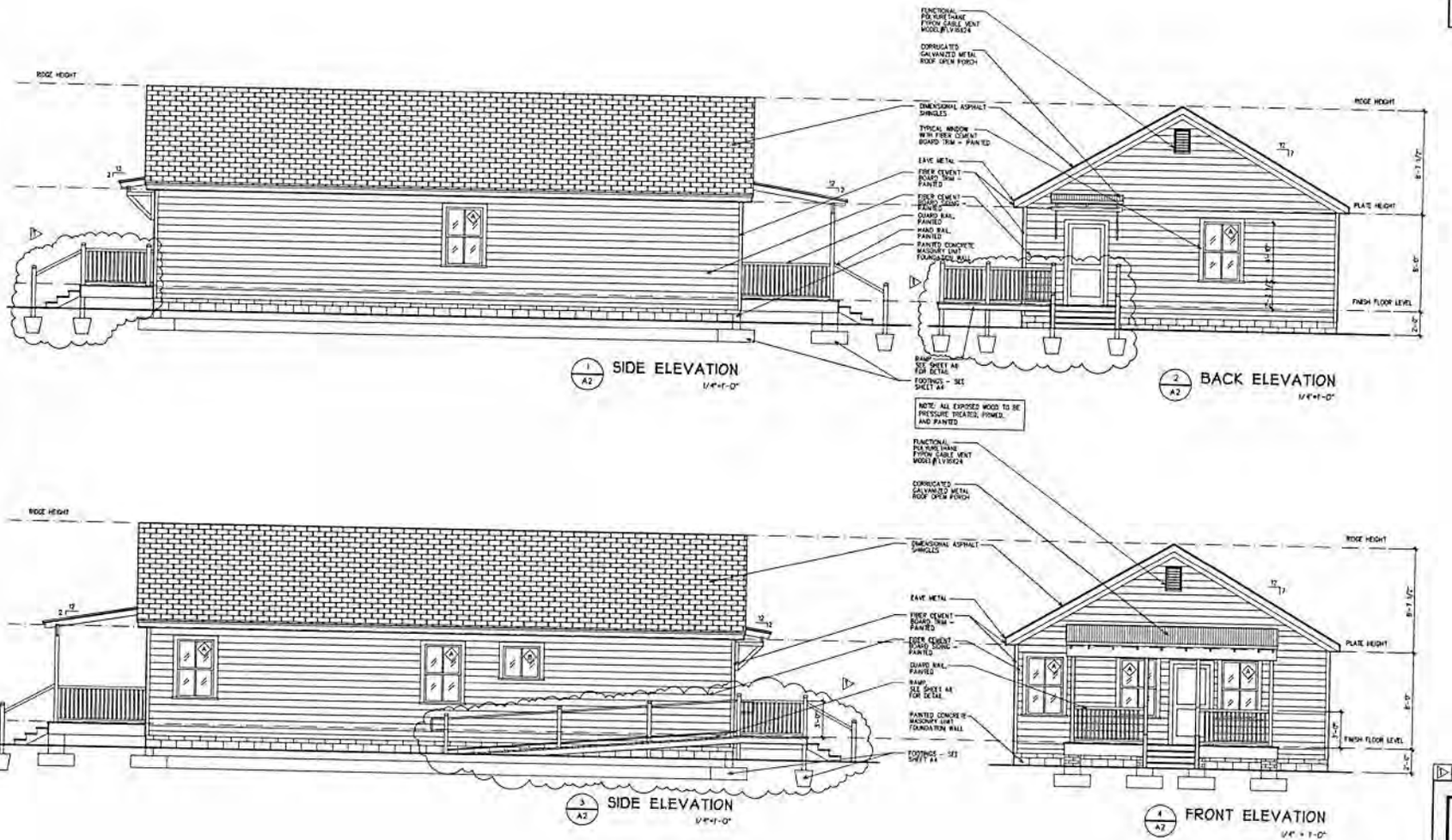
GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD OR TO CENTER OF COLUMNS, DOORS, OR WINDOWS.
2. HEADERS OVER EXTERIOR WALL OPENINGS TO BE (2) 2x10's (TYPICAL) UNLESS OTHERWISE NOTED OR DOUBLE STUDS.
3. ALL WINDOW SIZES INDICATE ROUGH OPENING.
4. TYPICAL INTERIOR TRIM TO BE PAINTED 1x4 BASEBOARD & 1x4 DOOR & WINDOW CASING.
5. CLOSETS TO BE INSTALLED W/ ONE CLOTHES ROD & ONE 12" WIDE SHELF.
6. IF ALTERNATE #4 PROVIDE 7 VENT ELBOWS (WHITE) ON ALL WINDOWS.

01-18-17 Ramp Railing

Project
Alger-Sullivan SHIP Housing
416 Front Street
Conway, New Hampshire

Date: 09-01-17
Sheet No. House 416
Project No. 1616
A1



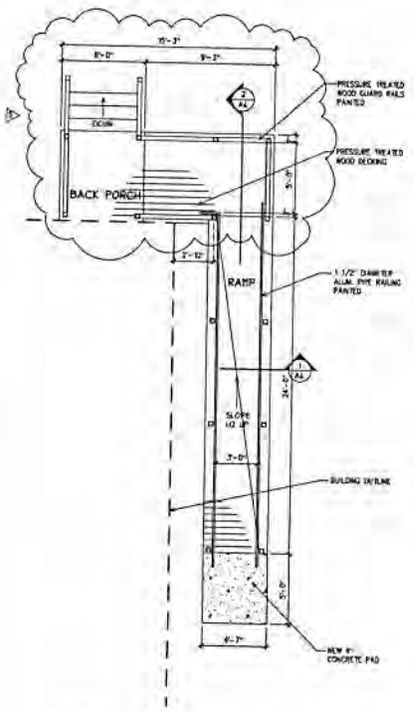
EXTERIOR COLOR PALETTE:
SIDING- LANGUID BLUE SW 6226
TRIM- CLASSIC LIGHT BUFF SW 0050
CMU STEM WALL- NEEDLEPOINT NAVY SW 0032
ASPHALT SHINGLE- SLATE GREY
WINDOW SASH- WHITE
RAILINGS- WHITE
FRONT DOOR- NEEDLEPOINT NAVY SW 0032

Quina Grundhoefer Architects

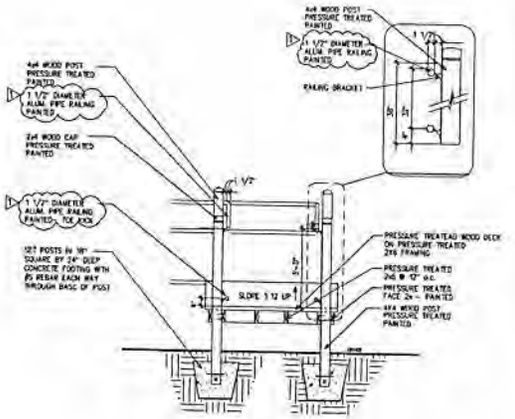
10-19-17 Ramp Railing

Project
Alger-Sullivan SHIP Housing
416 Front Street
Century, Florida

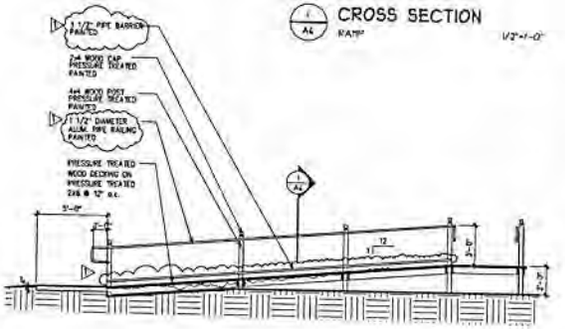
Date: 09-01-17
Sheet No. House 416
Project No. 1816
A2



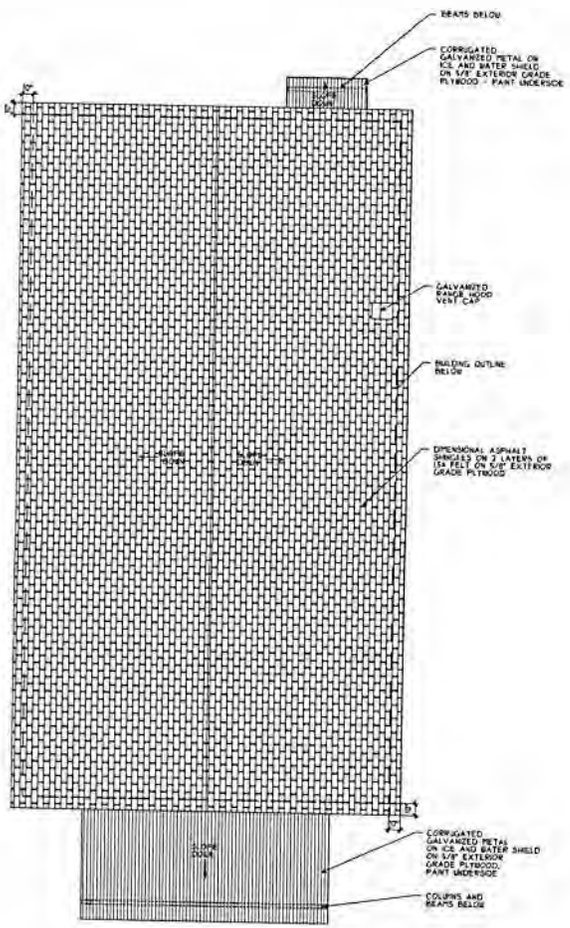
3/A6 PLAN
RAMP
1/4"=1'-0"



1/A6 CROSS SECTION
RAMP
1/2"=1'-0"



2/A6 LONGITUDINAL SECTION
RAMP
1/4"=1'-0"



ROOF PLAN
1/4" = 1'-0"

Quina Grundhoefer Architects
400 West Romana Street Pensacola, FL 32502
850 433-5575 Fax 850 433-5466
E-mail qg@qgarchitects.com

1	10-10-17 Ramp Railing

Project
Alger-Sullivan SHIP Housing
416 Irvin Street
Century, Florida

Date: 09-01-17
Sheet No. House 416
Project No. 1816
A6

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, 223 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 presents.

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 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:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

_____
Witness

_____
Witness

_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
_____
As Attorney In Fact (Attach Power)

_____
Witnesses

_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")
and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 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)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the 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 pond 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 agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

_____

_____
Witness

_____
Witness

_____

_____
Witnesses

SURETY:

_____
(Printed Name)

_____

_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

EXHIBIT C

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date:

_____
Homeowner Signature

_____
Print Name: Date:

NEIGHBORHOOD ENTERPRISE DIVISION

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date:

_____
Firm Name

3 Originals: Homeowner, Contractor, File

EXHIBIT D

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority personally appeared this day the undersigned _____ who after being first duly sworn, deposes and says of his or her personal knowledge the following:

That heretofore, _____, as "OWNER," and _____ as "CONTRACTOR," entered into a certain agreement whereby the undersigned contracted to rehabilitate for owner a dwelling upon the following described land situate, lying, and being in the County of Escambia, State of Florida, more particularly described as follows:

This affidavit is executed by the CONTRACTOR in accordance with Section 713.06 of the Florida Statutes for the purpose of obtaining final payment from the OWNER/Owner's Agent in the amount of $_____.
All work to be performed under the contract has been fully completed, and all lienors under the contract have been paid in full, except the following listed lienors (if none, so state in both columns):

NAME OF LIENOR:	AMOUNT DUE:

That the undersigned has in no way assigned, pledged, or hypothecated said contract, or any amount or amounts due or to become due hereunder, or in connection therewith, and gives this affidavit, inter alia, to induce final acceptance and payment of the above described project.

FIRM: _____
By:

_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **Design Home Builders, Inc.** who is personally known to me, or provided _____ as identification and who did/did not take an oath.

_____
Notary Public, State of Florida
My commission expires: _____

[SEAL]

Commission No.: _____

SHIP SUBSTANTIAL REHABILITATION/
RECONSTRUCTION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Felic Fussner (hereinafter referred to as "Owner"), and Emerald Coast Constructors, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Substantial Rehabilitation/Reconstruction Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 402 Front Street, Century, FL 32535 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

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 an amount not to exceed the total sum of **$ 126,060.00 (base bid of 125,000 plus alternate #2 addition of $1060)** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. The County shall issue payments to the Contractor as follows:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Contractor may request payments by the submission of a properly executed original invoice submitted to NED with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

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.

Section 5. **Bonds.** If the Contract Amount exceeds $25,000, the Contractor shall provide *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.

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.

Pursuant to §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 6. **Notice to Proceed.** The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. **Contract Time and Liquidated Damages.** Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **one hundred twenty (120) calendar days** from the Commencement Date specified in the Notice to Proceed. Work will be fully complete within **one hundred thirty-five (135) calendar days** from the date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project 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. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents and as evidenced by a Certificate of Occupancy, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the performance of the work as a result of the Owner's unreasonable interference or other 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/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the 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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. **Project Site Protection**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, 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 performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. **Defective Work.** Work not conforming to the requirements of the Agreement shall be deemed "*defective work.*" If required by County, Contractor shall either cure 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. 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.

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 work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, 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.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar 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 possession 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 Section. 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 Agreement, 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 15. Termination.

15.1 **Termination for Contractor's Default.** 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) 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 (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the 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.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right

to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

If 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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts**. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty**. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☒ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities**. The Owner shall timely vacate the premises prior to the Commencement Date of the Project. The Owner shall at all times cooperate with the

Contractor and County to facilitate the performance of the work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. **Dispute Resolution.** Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. **Public Records.** The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. 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.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, 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.

Section 29. **Assignment.** 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.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Felic Fussner	Robert Zimmerman
Neighborhood Enterprise Division	402 Front Street	Emerald Coast Constructors, Inc.
221 Palafox Place, Suite 200	Century, FL 32535	56 S. Alcaniz Street
Pensacola, FL 32502		Pensacola, FL 32502

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor 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.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** 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.

Section 34. **Severability.** 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.

Section 35. **Headings.** 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.

Section 36. **Authority.** 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Emerald Coast Constructors, Inc. 56 South Alcaniz Street Pensacola, FL 32502	**Name, Address, City, State, Zip:** Felic Fussner 402 Front Street Century, FL 32535
FL and County License No.: CGC1511381	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 11/1/17	**Date of Acceptance:**

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/4/17

EXHIBIT A

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION NUMBER PD 16-17.097
BIDS WILL BE RECEIVED UNTIL: 3:00 PM, CDT, November 01, 2017
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

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on, **October 17, 2017 at 2:00 PM, CDT.**

Board of County Commissioners

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

Pursuant to FS255.0991 the local preference is not included in this solicitation.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
SPECIFICATION PD 16-17.097

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer and Bid Form (with original signature)
- Bid Surety (bond, check, etc.)

The following documents should be returned with bid

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(s), Certification(s) and/or Registration(s)
- Public Records Exemption of Building Plans

Before you submit your bid, have you:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

The following submittals are required upon notice of award:

- Certificate of Insurance
- Payment and Performance Bonds

How to Submit a No Bid:

- If you do not wish to bid at this time, please remove the bidder solicitation, offer and award form from the bid solicitation package and enter no bid in the **"reason for no bid"** block, your company's name, address, signature, and return the bidder solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.
Do not return with your bid.

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
PD 16-17.097

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Bid Alger-Sullivan SHIP Replacement Housing

Solicitation Number PD 16-17.097

Solicitation

MAILING DATE: October 02, 2017
PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 2:00 PM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, November 01, 2017, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Delivery Date will be _____ days after receipt of purchase order

Terms of Payment _____

Bid Bond Attached:
$ _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

_____
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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 the bid/proposal being rejected as non-responsive.

Bid Form

BASE BID SET 1: **Total:** _____ $ 0.00

1a. 300 Front Street Base bid: _____

1b. 307 Front Street Base bid: _____

1c. 403 Front Street Base bid: _____

BASE BID SET 2: **Total:** _____ $ 0.00

2a. 402 Front Street Base bid: _____

2b. 407 Front Street Base bid: _____

2c. 416 Front Street Base bid: _____

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

3a. 300 Front Street Alternate: _____

3b. 307 Front Street Alternate: _____

3c. 403 Front Street Alternate: _____

3d. 402 Front Street Alternate: _____

3e. 407 Front Street Alternate: _____

3f. 416 Front Street Alternate: _____

Alternate #2: The construction of a concrete parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

4a. 300 Front Street Alternate: _____

4b. 307 Front Street Alternate: _____

4c. 403 Front Street Alternate: _____

4d. 402 Front Street Alternate: _____

4e. 407 Front Street Alternate: _____

4f. 416 Front Street Alternate: _____

Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300, 407 and 416 Front Street. DEDUCT the following amounts from Base Bids:

5a. 300 Front Street Alternate: _____

5b. 407 Front Street Alternate: _____

5c. 416 Front Street Alternate: _____

Alternate #4: The installation of 1" vinyl blinds (white) on all windows. ADD the following amounts to Base Bids:

6a. 300 Front Street Alternate: _____

6b. 307 Front Street Alternate: _____

6c. 403 Front Street Alternate: _____

6d. 402 Front Street Alternate: _____

6e. 407 Front Street Alternate: _____

6f. 416 Front Street Alternate: _____

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

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

_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____
Expiration Date:_____

County Permits/Fees required for this project:

Escambia County $800.00
Town of Century Land Use Certificate, fee waived by Town of Century

Person to contact concerning this bid:

Name: _____

Phone: _____

Email: _____

Person to contact for emergency service:

Name: _____

Phone: _____

Email:_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the date of Notice to Proceed. The Bidder agrees to fully complete all work included above within **One Hundred Thirty-Five (135) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Hundred Fifty Dollars ($150.00) be assessed for each day that completion of the project is delayed.**

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Percent (5%) of the Base Bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
https://myescambia.com/our-services/purchasing

Paul R. Nobles
Purchasing Manager

RE: PD 16-17.097 Juvenile Detention Center Corridor Addition

To the Escambia County Office of Purchasing

We hereby acknowledge and certify that our company has returned with our bid, the CD and any copies of the plans and specifications relative to this project. We understood that when we received the information that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 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://dos.myflorida.com/sunbiz/search/
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 16-17.097, "Re-Bid Alger Sullivan SHIP Replacement Housing"
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:

A. 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.

B. 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 cancelled.

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.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. **Project Narrative**

The work includes the construction of six new single story homes on parcels owned by qualified SHIP participants with funding for the new homes through a program with Escambia County. The homes have been designed to reflect the original historic character of the previous homes that were damaged in a tornado. There is a two-bedroom and a three-bedroom unit.

Location: 300, 307, 402, 403, 407 and 416 Front Street
Owner: Escambia County Board of County Commissioners

3. **Award**

The County will award Base Bid Set 1 and Base Bid Set 2 to the lowest and most responsive bidder for each set. To be awarded both Base Bid Set 1 and Base Bid Set 2, the contractor must be the low bidder on each Group, must be able to secure required County bonds and insurance, and must be able to proceed on all six properties at one time. If contractor cannot bond and proceed with all six jobs, the County will award Base Bid Set 1 to the original low bidder and Base Bid Set 2 may be awarded to next lowest, most responsive bidder.

DRAW SCHEDULE/PAYMENT PROCEDURES:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

If bids exceed SHIP program maximums, the County may elect to partner with the Town of Century's CDBG program to cover total job costs in order to proceed

4. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer. The surety amount should reflect the total bid being submitted by the Contractor with regard to Base Bid Sets 1 and 2. **Bidding on Base Bid Sets 1 & 2 does not require separate sureties.**

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.

5. **Performance and Payment Bonds**

The County **shall** 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.

6. **Questions**

Questions may be directed Jeffrey Lovingood, Purchasing Specialist, Phone: (850) 595-4953 or e-mail: JDLovingood@myescambia.com.

Written questions must be received no later than 5:00 p.m. CDT, October 23, 2017.

7. **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.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

8. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, at 213 Palafox Pl, Pensacola, FL 32505, on October 17, 2017 at 2:00 PM CDT.

9. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **One Hundred Fifty Dollars ($150.00)** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **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

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.

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. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **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.

16. **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.

17. **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.

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**

A. 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. A Best Rating of "A" or better is "preferred"; however, other ratings of "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 Sub-Contractor(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 Sub-Contractor obtain and maintain until the completion of that Sub-Contractor'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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

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.

F. 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.

G. 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 and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.

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: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Phone: 850-595-4953

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.

H. Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **120** calendar days
Fully Complete and ready for Final Inspection in **135** calendar days
*B. Liquidated Damages at **$150.00** for each calendar day
Section 6
Section 7 *A. Neighborhood & Human Services
221 Palafox Place
Pensacola, FL 32502
Attn: Meredith Reeves
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **One (1)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT H

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

WORKING DRAWINGS / PLANS PREPARED BY ARCHITECT

See Working Drawings Folder on CD Rom

EXHIBIT I

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.097 Re-Bid Alger-Sullivan SHIP Replacement Housing

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow on the next page. The documents included with Addendum Number 1 contained errors so all documents have been updated and are being re-issued here. Please disregard Addendum Number 1.

This Addendum Number 2 is furnished to all known prospective bidders. Bidders can either sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same, or receipt of the Addendum can be acknowledged on the Bid Form in the space indicated. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Enc.

August 8, 2017

Ms. Meredith Reeves
Division Manager
Neighborhood Enterprise
Escambia County, Florida

SUBJECT: Addendum to Report of Geotechnical Exploration
Proposed Front Street Residences Rebuild
Escambia County, Florida
LMJ File #: 16-258

Dear Meredith:

This letter forwards additional comments for the subject project. We understand that the allowable bearing pressure for this project is 750 psf or less. Based on this, the recommended level of compaction immediately beneath the footings can be reduced from 98% to 95% of the Modified Proctor Test (ASTM D1557) density for a minimum depth of 12 inches below the footings.

Based on a review of the borings, the soil density at footing levels was erratic. Some footings may be able to be supported on firm undisturbed soils, and some footings may require over-excavating 1-2 feet with the native soils backfilled in compacted lifts to 95% of the Modified Proctor Test (ASTM D1557) density in order to achieve compaction on the soils immediately beneath the footings.

We recommend that LMJ evaluate the footings at the time of construction on a case-by-case basis to determine the amount of compaction needed and if any over-excavation is needed to achieve this compaction. We also recommend obtaining a unit rate for over-excavating the native soils and placing them in compacted lifts if needed during construction.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.



Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577

C: Mr. Carter Quina, AIA
Via email: cquina@qgarchitects.com

I. **General:**

1. Site visits to verify the existing condition are encouraged.

2. The County understands the poor soil conditions for this project and enlisted geotechnical and structural engineers to design and engineer two foundation systems that respond to the poor soil conditions. The Architect and the Structural engineer will sign and seal drawings for permitting.

II. **Clarifications:**

1. **Project Manual:** See attached revised project manual dated October 20, 2017 that corrects all discrepancies between plans and specifications.

2. **Drawings:** See attached revised sheets for Unit 416. Sheet A1, A2, and A6 have been updated to reflect the ramp and back porch details.

   a. Refer to sheet A3 Cross Section and sheet A4 Wall Sections.

      1. Insulation over exterior soffit is not required. Insulation of gable end walls above the ceiling is not required. All insulation will be batt type, except that attic insulation may be blown.

      2. Center floor beam to be built of (3) 2 x 12s with ½" galvanized thru bolts at 12" o.c., staggered top to bottom.

      3. Floor decking to be ¾" tongue and groove plywood, nailed with 8d nails at 12" o.c.

      4. Roof sheathing may be either plywood or OSB and should be installed with H clips at seams per code. Roof sheathing at porches to be ¾ plywood.

      5. All walls studs are to be 2x4 in lieu of 2x6 where shown.

      6. Roofing felts may be two layers of 15# felts or one layer of 30# felt.

      7. Liquid applied water proofing is not required on stem wall foundation detail.

      8. All reference to interior trim to be wood, either 1x4 or Contractor's standard casing trim.

   b. Refer to sheet A2, Unit 416 only – See revised Back and Side Elevations showing ramp.

   c. Refer to sheet A5 Window and Door Schedule.

      1. Window A height to be standard window dimension, at least 5'-2", to comply with emergency egress requirements.

2. Exterior trim to be fiber cement. Interior trim to be wood, either 1x4 or Contractor's standard casing trim.

d. Refer to sheet A6 Ramp – See attached revised plan and section details. Only unit at 416 Front Street is to have the ramp constructed.

e. Refer to sheet A7.

1. Transfer grilles in ceiling are required over bedroom doors and are not intended for the non-insulated, vented attic space.

2. Floor drain in the mechanical closet may be eliminated if not required by Code.

MEMORANDUM

Date: October 17, 2017
Project: Alger-Sullivan SHIP Housing
Prepared by: Rubí Carrero
Purpose: To list architectural questions presented during the Pre-Bid Meeting on Oct. 17.

1. Will the floor insulation be foam or batt insulation? It was agreed at the meeting that it will be batt insulation.
2. Will the floor material be luxury vinyl plank or vinyl sheet? It was agreed at the meeting that the flooring will be the 12' roll of Armstrong Stratamax Flooring.
3. Will part 6 of Division 10 of the Specs, which asks to provide 1" blinds on all windows, be deleted since it is an alternate? It was agreed at the meeting that it will be deleted.
4. Does the design of the footings offset the need for demucking and dewatering or do these have to be factored into the price? Yes, the water table should be low enough and the foundation is designed for the poor soil condition.
5. Will the ductwork be galvanized steel according to the Ductwork Specs or Ductboard according to the drawings? Ductboard.
6. The Specs under part 4 of Control Operations require that all units be tested for (2) 8-hour days under the supervision of manufacturer's representative. Is this required even though it is not a requirement by the County? No.
7. The Specs under part 1 of Testing require that copies of all test reports be filed in duplicates to the physical plant. Is this required? No.
8. Are the insulation at the overhangs and the front and back wall of the attic and the ½" plywood gussets required even though the attic is vented? Will a ridge vent be added? Are the gas chases necessary or can they vent through the roof? Are vented sleeves needed? Are gable braces needed? (All questions relate to the change from a non-vented to a vented attic.) All modifications required to develop a functional vented attic will be done. No insulation in the soffits. No insulation in the gable ends above the attic floor. Nor ridge vents. Perforated vinyl soffits will be used. Gas venting will be allowed if Code compliant for residential installation.
9. The windows and doors at the bedrooms do not meet egress requirements, will this be modified? Yes. Height increased to Code compliance.
10. Can the plywood be replaced with OSB? It is acceptable to replace the plywood on the roof with OSB and keep the plywood on the porch roofs.
11. The galvanized metal will have penetrations due to the fasteners will that be a problem? Do the fasteners have to be painted? Penetration of fasteners per Code and paint.
12. Is the liquid waterproofing on the CMUs of the off-grade foundations required? No.
13. R13 insulation is the new code requirement. Will R13 insulation be used instead of R11 in the walls? Yes.
14. Will the 12x12 transfer grilles be replaced by transfer grilles at each bedroom? Yes, transfer grilles should be in bedrooms.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

15. **Will the back porch have guard rails?** Only at 416 Front Street where the ramp is not optional. Where the ramp is optional, the guard rails are not needed but hand rails on each side of the steps are Code requirement and should be installed.
16. **Is the ramp hand rail wood or metal?** The handrails will be painted aluminum. **Will the ramp include a toe kick and a mid-rail?** Yes, it will have a toe kick, but not a mid-rail.
17. **Will the utility box drain to the clean out to grade?** Yes.
18. **Will the roof have two layers of 15# felt?** It was mentioned at the meeting that a 30# felt would suffice. Either option will be acceptable.
19. **Will the kitchen cabinets be 40" tall or a standard 30"?** Cabinet's size will remain 40".
20. **Will the countertops have a wood edge trim on the perimeter as indicated on the Cabinet specs or will they be entirely plastic laminate?** It was agreed on the meeting that it will all be plastic laminate.
21. **Will the instantaneous water heater thermostat need a control?** It was mentioned at the meeting that some of them already include a control. It should be provided as needed.
22. **Do the flexible ducts need to be 8' long?** No, they can be sized as required.

Outline Specifications

Project: **Alger-Sullivan SHIP Housing**
Century, Florida

Date: August 24, 2017 Revised October 20, 2017
Bid Date: See Purchasing Documents
Architect: Quina Grundhoefer Architects, P.A.
400 West Romana Street
Pensacola, Florida 32502
850-433-5575
cquina@qgarchitects.com

I. CONTRACTUAL CONDITIONS

The following contractual conditions will be included in the scope of the work:

A. General Conditions of the Contract for Construction
AIA Document A201

B. Form of Owner-Contractor Agreement for Construction - AIA B101

C. Certificate of Substantial Completion - AIA G702

II. TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

01010 Summary of Work

1. The project consists of several single story residential structures on single family residential building lots located on Front Street in Century. This is a State of Florida funded program to replace the historic homes that were damaged beyond repair by a tornado in 2016. The homes will be constructed on property owned by each qualified participant and a three-way contract between Contractor, Owner, and Escambia County will be executed for each property. There are two-bedroom and three-bedroom units to be constructed. Program of spaces include a living space, kitchen, pantry, laundry and closets.

2.

Two Bedroom unit:	1,040 sf
Covered porches:	Varies but approx. 200 sf
Three Bedroom unit:	1,261 sf
Covered Porches:	Varies but approx. 200 sf

3. The residence is to be primarily wood framed. Walls to be 2x4 wood studs with batt or blown insulation, plywood or OSB sheathing, building wrap, fiber cement siding

and brick piers on front porch. Some walls will receive brick veneer. The roof system is to be asphalt shingles on felts on plywood or OSB decking on pre-engineered roof trusses. Foundation A will be steel reinforced, cast in place concrete spread footings with concrete masonry perimeter stem wall. Foundation B will be wood floor joists with insulation and vapor barrier. The interior partitions are standard wood studs with gypsum wallboard, painted. The floor finishes will be luxury vinyl sheets. Ceilings to be painted gypsum board, orange peel finish. Interior millwork will be painted on paint grade fir or pine and various hardwoods, unless otherwise noted. A residential grade heat and air conditioning system will be installed. Gas and/or electrical appliances, including water heater to be provided by Contractor, except as otherwise noted. All utilities shall be provided with overhead service entry at house. Utilities are provided on the site and coordination for connections should be made with the various providers (telephone, cable, and electrical services). Water, sewer and gas is provided on the site and all tap fees have been pre-paid as these were previously occupied lots.

4. The building is classified as Single Family Residential according to the 2014 Florida Residential Building Code. It is the responsibility of each Contractor to assure that all parties responsible to him follow and respect this rules and regulations.

5. Provide all required building permits and insurance as required by contract. Verify all existing utility taps and contact venders before excavation. Insure complete adherence with all approved permits from such agencies as the local building department and comply with all Federal, State, County and Local building codes.

6. Temporary utilities, including water and power shall be provided by the Contractor. Portable toilets shall be provided by the Contractor.

7. Project meetings will be held when needed to include the County Neighborhood Enterprise Division (NED) staff and at least one site visit by Architect during construction.

8. Submittals shall be made for products other than those listed in specifications or drawings. Three copies to be submitted to County NED for review and approval.

9. Contractor to notify the Architect in writing of any errors, discrepancies or omissions in the Contract Documents. Contractor will be responsible for the results of any errors, discrepancies or omissions which the Contractor failed to notify the Architect of before construction and/or fabrication of the work.

10. BID Format: Refer to Escambia County Purchasing Department documentation.

11. Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

01040 Project Coordination	Administrative requirements for coordination.
01090 Definitions and Standards	Terminology, trade names, codes and abbreviations.
01300 Submittal	Procedure for submittal.
01400 Quality Control Services	Quality Control, testing and inspections.
01500 Temporary Facilities	Services, facilities and support security.
01631 Product Substitutions	Procedure for handling substitutions.
01700 Project Closeout	End of Project Procedures.
01740 Warranties and Bonds	Special product warranties.

01030 – ALTERNATES

SUMMARY The alternate listed below is to include all costs associated with the work as described including general condition and administrative costs and contractors' overhead and profit.

1. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

3. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

4. Completeness: The contractor is to include as part of each Alternate, all miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not shown as part of the Alternate.

5. SCHEDULE OF ALTERNATES:

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan.
Alternate #2: The construction of a concrete parking pad and drive as shown on site plan.
Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300,407 and 416 Front Street.
Alternate #4: The installation of 1" vinyl blinds (white) on all windows.

Each alternate must be individually broken down by address number.

Division 2 - Site Work

02100 Demolition

1. Contractor to remove the existing single story wood frame residence if not already removed by other County Contractor. Remove all concrete slabs and foundations unless otherwise indicated on plans. Remove utility connections to a point of re-connection to the new residence. All debris is to be removed from the site and

properly disposed of according to local regulations.

2. Contractor to compact remaining soil to form the base for the new residence. Site to be prepared to receive new foundation and concrete slab as shown on drawings.

02200 Earthwork

1. Excavate for foundation as required. Where possible use clean excavated material for compacted fill in other areas of the work. Maintain side cuts to provide a safe work environment.

2. Prepare for slabs on grade, sidewalks, drives and pavement. Compact subgrade to 95% standard Proctor. Compact under new sidewalks to 95% standard Proctor. Prepare soils to receive landscaping and add top soil for planted areas. Refer to attached Soil Report prepared by Larry Jacob dated April 7, 2017 and Addendum to Report of Geotechnical Exploration dated August 8, 2017.

3. The Contractor shall provide all earthwork necessary to perform the work of the project including excavating, shoring, filling, backfilling, compacting and grading as shown on drawings. According to soil test, the water table is below the bearing level of the foundations. Foundations have been designed for soil conditions.

4. Soil testing has been provided by the County. During preparation of the soil the Contractor shall contact County NED for inspections, especially if unstable soils are uncovered. If additional evaluations are needed by the Geotechnical Engineer, the County will contract for such services.

02282 Termite Control

1. Engage a professional pest control operator and provide soil treatment for termite control.

Division 3 - Concrete

03300 Concrete Work

1. Poured in place walls, footings, slabs on grade, stairs and sidewalks: 3000 p.s.i. at 28 days, minimum thickness 3 ½". See drawings for size.
2. Reinforcement bars: per ASTM A615, grade 60.
3. Welded wire fabric: W1.4 x W 1.4 at 6" centers both ways or approved fibercrete.
4. Vapor barrier: 10 mill poly.
5. Provide all slabs for the placement of equipment.

Division 4 - Concrete Masonry Units

04200 Concrete masonry units and Face Brick

1. Standard concrete masonry units
2. Mortar: Type S or N per ASTM C270, color to be standard grey.
3. Reinforcement: Block ties at 16" on center vertically and 24" on center horizontally.

4. Lay block true, plumb and level per requirements of the Brick Institute of America (BIA).
5. Face brick to be Robinson Old Georgetown.

Division 5 - Metals

05500 Metal Fabrications (Where applicable.)

1. Steel units, shop fabricated miscellaneous metal.
2. Comply with American Institute of Steel Construction (AISC)
3. Materials: Structural steel shapes - per ASTM A36.
   Hot or rolled carbon steel sheets per ASTM A568 or A366.
   Flitch plate: 3/8" thick steel with pre-drilled holes for thru- bolts.

Division 6 - Wood and Plastics

06100 Rough Carpentry

1. For all rough wood framing, provide lumber meeting the requirements of WCLIB or WWPA:

   a. Lumber: Southern Yellow Pine No. 2 or better, or Douglas Fir with no more than 15% moisture content. Pressure treated where in contact with concrete.
   b. Plywood. APA performance rated panels, Product Standard PS-1.
   Sloped decks: 5/8" plywood with H clips @ seams. OSB may be used at Contractors option.
   Flat decks: 3/4" plywood with H clips @ seams.
   Sheathing: ½" plywood (8d nails at 6" perimeter and 12" field)
   Floor Decking: ¾" tongue and groove plywood (8d nails at 12" o.c.)
   c. For structural lumber to be exposed use no. 2 pine.

2. Provide all miscellaneous hardware, including fasteners for installation of rough carpentry.

06192 Prefabricated Wood Trusses

1. Comply with NFPA national Design Specifications and TPI Standards
2. Lumber: Provide lumber S4S, S-dry complying with PS20.
   a. Species: any softwood graded under NWPA, WCLB, SPIB or NLGA rules.
   b. Stress Rating: Fb - 1850 psi, E= 1,800,000 psi
3. Metal connector plates: Hot dip galvanized sheet steel, ASTM A446 Grade A
4. Trusses to be designed and certified by truss manufacturer's engineer. This is responsibility of Contractor to provide.

06200 Exterior Finish Carpentry

1. Finish carpentry to include the installation of running trim for window and door

casings, moldings, fascia board, wood brackets, columns and other miscellaneous details.

2. Materials: per AWI "Quality Standards"
   Wood species for exposed, unpainted surfaces: No. 2 pine or approved wood.
   Wood species for painted, protected surfaces: KDAT pine or fir, finger jointed paint grade. KDAT wood columns to be used for porches.
   Soffits: Perforated vinyl soffit installed per manufacturer's instructions.
   Porch ceilings: Painted plywood and exposed wood framing. Exposed fasteners to be painted.
   Siding: Siding to be "Hardi-board" Select Cedarmill or approved equal. Exposure to be 6 1/4". Verify siding choice with drawings.

06402 Interior Woodwork

1. Interior Woodwork to include casework, wood paneling, railing and decorative running trim. These may be Contractor's standard trim and casing in lieu of trim shown on drawings.
2. Materials: per AWI "Quality Standards."
   a. Surfaces of stained exposed wood to be as noted on the drawings.
   b. Wood trim to be painted to be fir or pine, paint grade, finger jointed.
   c. Particle board: ANSI A208.1
   d. Plywood: PS1, APA performance rated.

06405 Cabinets

1. Cabinets to be builder grade, natural wood finish paneled cabinet door and frame with builder grade hardware with satin nickel finish 2 1/2" wire pulls.
   Counter top and backsplash to be plastic laminate.
2. Set cabinets, shelves and countertops true level and plumb and secure to blocking in partitions.
3. Plastic laminate countertops and backsplash to be Wilsonart Standard Laminate. Color to be selected by Owner from the following:
   a. Kitchen
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Desert Zephyr 4841-60
      iii. Option 3: Twilight Zephyr 4845-60
   b. Restroom
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Natural Cotton 4946-38

Division 7 - Thermal and Moisture Protection

07200 Insulation

1. Fire rated insulation products, tested per ASTM E84 for burn and smoke characteristics. Batt type insulation: kraft faced, fiber glass units, Flame spread 25 or

less, smoke developed 75 or less. 3 1/2" R13 for exterior walls; 10" R30 for ceiling/roofs. 6 ¼" R19 for floor installation. Mfr: Certainteed, Manville or Owens-Corning or approved equal. Blown insulation may be used in the attic spaces.

07600 Flashing and Sheet Metal

1. Flashing and Sheet Metal to include Metal Flashing and Counter flashing, Sheet Metal at concealed and exposed joints. (.32 white finished aluminum and 22 gauge galvanized as indicated on plans.)

07311 – Asphalt Shingles

1. 3-Dimensional Laminated Strip Shingle, UL Class "A": Mineral- surfaced, self-sealing, laminated multi-ply overlay construction fiberglass based strip shingle complying with ASTM D 3018, Type 1, and with ASTM D 3462. Provide shingles bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color as selected by Architect. **Timberline HD (25-year) by GAF Corp.**, or approved equal by one of the following:
   Manville Building Materials Corp.
   Tamko Corp.
2. Asphalt-Saturated Roofing Felt: Two layers of No. 15, unperforated organic felt, complying with ASTM D 226 Type I, 36" wide, approximate weight 18 lbs./square. One layer of 30# felt may be used at Contractor option.
3. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.
4. Nails: Aluminum or hot-dip galvanized 11 or 12-gage, sharp- pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" into solid decking or to penetrate through plywood sheathing.
5. Metal Drip Edge: Minimum .032" white finish aluminum sheet, brake-formed to provide 3" roof deck flange, and fascia flange as shown on drawings. Furnish in 8' or 10' lengths.

07312 – Metal Porch Roofs

1. Metal roof panels to be 26 gauge, galvanized, corrugated panel, 24" coverage installed with exposed fasteners as recommended by manufacturer. #12, 3/4" Kwik Seal, hot dip galvanized screws with rubber washers at 12" o.c. up the slope and 6" o.c. cross the slope.
2. Underlayment to be Grace Ice and Water Shield, or approved equal, installed per manufacturers recommendation.

07900 Joint Sealers

1. Provide joint fillers for interior and exterior applications.
   a. Exterior joints: Multi-part non-sag urethane, Type M, grade NS. Mfr. Peora Dynatrol II, Tremco Dymeric, Sonneborne NP2 or approved equal.
   b. Horizontal surfaces: Multi-part urethane: Mfr: Pecora Urexpan NR-200, Tremco THC-900 or equal.
   c. Interior exposed surfaces: Latex-Acrylic emulsion sealant per ASTM C834. Mfr: Pecora AC 20, Premco Acrylic-Latex 834 or equal.
   d. Mildew Resistant sealant: one-part silicone for around plumbing fixtures. Mfr: Pecora 863, Dow 786 or equal.

Division 8 - Doors and Windows

08212 Five Panel Hollow Masonite Doors

1. Provide Masonite hollow core five panel doors to comply with AWI Architectural Woodwork Quality Standards, of special design and construction.

08610 Doors and Windows

1. Provide vinyl windows as manufactured by Jeldwen or approved equal.
2. Exterior doors to be fiberglass as manufactured by Neuma, Jeldwen or approved equal. Door hardware to be provided by manufacturer.
3. Glass to be double insulated, impact resistant, as provided by manufacturer. Simulated divided lites as shown on drawings
4. Color to be white, unless otherwise noted.
5. All hardware, including latches, locks, screens and handles are to be included.

08710 Finish Hardware

1. Provide standard factory units, standard duty, residential grade hardware complies with the ANSI/BHMA standards.
2. Materials include locksets, butts, closers and door stops.
3. Finish: Satin Nickel
   Mfr: As provided by Exterior Door Manufacturer.
   All other hardware to be standard, Kwikset Tylo with privacy locks.

08800 Glass and Glazing

1. Provide flat and insulated, impact units, clear glass per FGMA requirements. Windows to be factory pre-glazed. Fixed frames to receive ½" or 5/8" insulated, impact glazed units - clear glass.

Division 9 - Finishes

09950 Vinyl Sheet Flooring

1. Vinyl Sheet: **Roll width 12'**as manufactured by Armstrong Flooring, StrataMax Best vinyl sheet installed per manufacturer's instructions. Pattern and color to be Distressed Hickory Sadle X3541.

09900 Painting

1. Painting includes exterior and interior applications. Three coat application per manufacturer's recommendations including one prime coat and 2 finish coats. Paint to be alkyd, Latex systems as recommended by Glidden, Sherwin Williams, Benjamin Moore or equal.

Division 10 - Specialties

1. Kitchen appliances are listed on the drawings. The appliances will be provided by the County

through a partnership agreement. Contractor to provide installation cost only in base bid.

2. Bathroom accessories are to include chrome shower bar, chrome toilet paper holder, 24"x30" mirror, and one 24" long chrome towel bar.
3. Provide house number of the size and placement to comply with US Postal Service standards. Install on wall above or next to front door.
4. Provide post mounted mailbox of the size and placement to comply with US Postal Service standards. Install along street for mail truck accessibility.
5. Provide builder standard coated wire shelving and install as shown on drawings.

Division 15 – Heating, Ventilation and Air Conditioning

PART 1 - GENERAL

DRAWINGS

1. The drawings for the Heating, Ventilating and Air Conditioning for this job are diagrammatic. The Contractor shall make his own measurements at the site and in the buildings during construction and install the systems as the work progresses in such a manner that the equipment, piping, conduit, panels, and ductwork will fit into the finished space provided maintaining headroom; and be neatly installed. All equipment and its interconnecting piping, ductwork, conduit, etc., shall be provided.

2. Due to differences between various manufacturers, it is not practicable to show exact dimensions of units, nor to show or specify all minor details of equipment. Contractor shall provide all valves, fittings and accessories as necessary for a complete installation, whether or not specifically mentioned or shown.

3. Equipment shall not be acceptable if operated in excess of the recommended and published ratings of the manufacturer.

TESTS AND GUARANTEES

1. After completion of his work, and when the building is ready for occupancy, this Contractor shall operate the air conditioning or heating system for a reasonable period to insure proper operation. During the tests, the Contractor shall adjust controls, outlets, etc.

HEAT PUMP OUTDOOR SECTION

1. Units shall be completely factory assembled, wired, and statically tested. Units shall be ARI certified and rated in accordance with ARI 240-77, Heat Pump Units.

2. Condenser coil shall be copper tube type with aluminum fins mechanically bonded to the tubes with a minimum tube size of 1/2" o.d. If all aluminum coils are provided, manufacturer shall provide five-year warranty for the coil.
3. Condenser fan shall be propeller type, vertical discharge with vinyl coated fan guard. Fan shall be electronically balanced to eliminate vibration and noise. Fan motor shall be direct drive, inherently protected with sealed ball bearings.
4. Compressors shall be designed for split system direct expansion use.
5. Compressors shall be sealed hermetic type with external vibration isolating mounts. Compressors shall have crankcase heaters to prevent oil dilution. Compressor section to contain filter drier and accumulator. Compressors shall have factory-mounted suction and discharge line service valves. Manufacturer shall provide five-year warranty on compressors and file warranty with Architect.

6. Controls shall be factory mounted and wired in an accessible enclosure within the compressor compartment. System controls shall have a fully automatic defrost cycle for heating operation. Safety controls shall consist of high-low pressure cut-out and compressor overload protection. Cabinet shall be set standard of quality in appearance and construction. Cabinet shall be of zinc coated sheet steel and finished with epoxy paint. Compressor section shall have a large access panel for ease of service.
7. Unit shall have capacities as per schedule on drawings and shall be Trane, Carrier, Lennox, or equal. SEER and HSPF shall meet minimum requirements of heat pump unit schedule on the drawings.

2.02 AIR HANDLING UNIT (INDOOR SECTION)

1. Unit shall be completely factory assembled with direct expansion coil(s), insulated drain pan, fan and filter section complete with disposable 1" thick filters. Units shall be designed for horizontal mounting as shown on the plans.

2. Evaporator coil for air handling units shall be direct expansion. Refrigerant type shall be refrigerant 410A. Coil shall consist of copper tube with aluminum fins mechanically bonded. Thermal expansion valves shall have bypass line and check valve installed for heat pump use. Minimum tube size shall be 1/2" o.d.

3. Evaporator fan shall be forward curved double inlet mounted on a common shaft with permanently lubricated ball bearings. Fan shall be statically and dynamically balanced for smooth operation. Evaporator fans shall have V-belt drives with adjustable pitch pulley or direct driven fans with multiple speed taps for adjustment.

4. Cabinet shall be constructed of hot dip galvanized sheet steel a minimum thickness of 18-gauge. Interior panels and top shall be covered with insulation to prevent heat gain and noise transmission. Drain pan shall be coated to prevent condensation and corrosion.

5. Filter shall be of standard size throwaway and not less than 1" thick. Filter section shall be accessible from side of unit. Provide proper clearances for filter removal as recommended by the manufacturer.

6. Units shall have capacity as per schedule on drawings and shall be Trane, Carrier, Lennox or equal.

7. Electric heaters shall be UL listed and factory installed as an integral part of the AHU (with timed defrost control).

2.04 CONTROL OPERATIONS

1. General space temperature shall be controlled by wall mounted thermostat located within the spaces as indicated on drawings. Thermostat subbase shall include a system selector switch (OFF-HEAT-AUTO-COOL) and fan switch (AUTO-ON) and be provided by the air conditioning equipment manufacturer.

2. Wiring: All control wiring external to the air conditioning equipment shall be installed by the control sub-contractor under the direct supervision of the HVAC subcontractor.

3. Note: All wiring required for equipment operations shall be by the electrical contractor. This Contractor shall also provide all conduits as required for control wiring.

2.05 DUCTWORK

1. The sizes, runs, and connections of ducts shall be as indicated. Adhere to drawings as closely as possible. The right is reserved, however, if required to meet structural or other interferences, to vary run and shape of ducts and offsets during progress of work, at no extra cost to the Owner. Ductwork specified herein shall have rectangular cross section, unless otherwise indicated.

2. Materials - Methods of Construction: Details of construction and materials not specified herein shall be in accordance with SMACNA Low Velocity and ASHRAE "Guide" recommendations. Fabricate ductwork in workmanlike manner with airtight joints presenting smooth surface on inside, neatly finished on outside. Seal all duct joints airtight with approved tape or mastic before insulation is applied. Construct ductwork air extractors, spin-in taps with air scoops, turning vanes, splitter dampers, etc., to ease air flow and balancing of air. The joint between the trunk duct and any air extractor or spin-in tap shall be sealed with approved tape or mastic. Unless otherwise indicated, where square elbows have to be used, provide fixed deflectors. Construct, brace and support ducts in manner that they will not sag or vibrate to any perceptible extent when fans are operating at maximum speed and capacity.

3. Flexible ductwork shall be equal to Thermaflex Type M-KB with 1"-1 lb. density insulation (minimum "R" value = 6) with metalized film vapor barrier, and conform to UL-181 as a Class I duct.

4. Duct board shall be equal to Owens Corning QuietR Duct Board, a rigid resin bonded fibrouse glass board with damage resistant, fire retardant, reinforced aluminum foil (FRK) facing, with a double matt air stream surface. Install and cover joints according to manufacturers recommendations.

2.07 REFRIGERANT PIPING

1. Piping shall be type "K" hard drawn copper, ASTM Spec. B280, and shall be mill cleaned, dried, and capped. Fittings shall be extra heavy wrought copper in accordance with ANSI B9.1 with joints soldered using a high content silver alloy solder. Insulate refrigerant suction line with 3/4" wall foamed plastic insulation slipped over tubing and all joints thoroughly sealed. Paint insulation with two coats of acrylic protective paint where insulation is exposed to weather. Protect insulation with metal saddles and shields at all hanger points.

2.08 DAMPERS

1. Provide splitter and deflecting vanes for control of air volume and direction, and for balancing system where indicated, specified, directed or required.

2.09 GRILLES AND DIFFUSERS

1. All grilles to be standard prefinished white metal or vinyl.

PART 3 - EXECUTION

3.01 TESTING AND BALANCING

1. The heating and ventilating subcontractor shall verify the capacities of each grille, register, and equipment opening as determined by the test after final adjustments have been made with a notation for the final setting and average velocity through each outlet as determined by readings of a velometer taken at several points at the face of the register or opening. Air delivery through supply outlets shall be considered equal to that quantity as published in the manufacturer's tables. Return air through return air grilles shall be considered as equal to the product of the velometer velocity and effective area of the register.

2. Thermostats for the air conditioning equipment shall be provided as part of that equipment, and connected up by the electrical subcontractor, and is tested by the HVAC subcontractor.

3.02 CLEANING VENTILATING SYSTEMS

1. All ducts shall be thoroughly cleaned and blown out to prevent any debris from damaging fan wheels or discharging through diffusers when systems are placed in operations. All temporary connections required for blowing out the system, cheesecloth for all duct openings, and any other equipment or labor for cleaning shall be provided by the heating and ventilating subcontractor. All filters shall be renewed after ventilating systems have been cleaned. The cost of renewal shall be borne by the General Contractor.

15400 Plumbing

According to applicable plumbing codes as shown on drawings.
All piping to be PVC or PEX.
All under slab domestic water piping to be copper, PVC or PEX approved for under slab installation.
Hot water system to be Gas on demand type, Rinnai or approved equal, Energy Star rated

1.06 PIPING

1. Provide pipe sleeves through masonry construction, and install escutcheon plates around exposed piping in all rooms. Provide vented pipe sleeves for under slab gas pipes unless not required by Code.

2. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV in accordance with Residential Standards CS272-65 or ASTM Standards D2665-68.

3. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.

4. Above slab cold water and hot water piping shall be PVC or PEX. Below slab cold water piping shall be type "K" soft copper tubing, PVC or PEX installed per manufacturers requirements.

1.07 PIPING PLACEMENT

1. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.

2. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.

3. Soil Pipe: Support to firm earth below floor slabs.

    1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.

    2. Connections to vertical soil pipe to all connections in horizontal soil pipe to be made by "Y" fittings.

    3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined (even if final connection is specified under another section).

4. Vent Pipes:

    1. Main soil pipe stacks to be extended up through the building full size with increaser through roof per code.

    2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.

    3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.

5. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.

    1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.

    2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.

    3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

1.08 WATER PIPING

1. All water piping, unless otherwise shown or specified shall be PVC, Schedule 40 or PEX (Cross-linked polyethylene piping.) Install each per manufacturer's instructions. It shall be clean, round, straight, and true to size, free from flaws and other defects.
2. All fittings shall be PVC. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then bonded with appropriate pipe cement.

2.02 GAS PIPING

1. All piping above grade shall be Schedule 40 black steel ASTM 120. Fittings shall be 150-pound black malleable screw pattern for all sizes 2" and smaller. Under slab piping shall be placed in vented sleeve unless Code does not require venting.

2. All piping shall be installed in accordance with NFPA recommendations and the Southern Standard Gas Code complete with all necessary appurtenances.

3. Horizontal piping shall grade with a slope of 1" on 40 feet-0" to drip legs at all low points as required. Drips shall be provided at all low points and at bottom of risers. Drips shall be same size as the piping where installed and shall be a minimum of 12" long. Use ground joint unions in all screw piping joints.

4. Provide standard testing procedures for piping.

2.03 UNIONS

1. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.

2. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.

3. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.

4. Unions connecting dissimilar metals shall be dielectric type.

2.04 VALVES AND COCKS

1. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.

2. Angle or straightway chromium plated stops on the supplies to all fixtures accessible from the same room in which the fixtures are located.

3. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.

4. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:

    1. Gate valves 1/2" to 3" = S-111.
    2. Ball valves 1/2" to 2" = S-585.
    3. Check valves 1/2" to 3" = S-413W.

2.05 THERMAL INSULATION WORK

1. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finished, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.

2. All hot and cold water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.

3. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.

4. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.

5. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

2.06 FLOOR, WALL, AND CEILING PLATES

1. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

2.07 PLUMBING FIXTURES AND EQUIPMENT

1. Provide roughing-in for and connect to supply lines, waste and vent lines, all equipment, fixtures, drains, etc., specified herein or in other sections of the specifications which require such connections.

2. Provide stops in hot and cold water connections to each fixture, equipment items, etc. Where not otherwise specified, stops shall be same as specified hereinbefore for ball valves. Provide deep escutcheon on all sinks and lavatories where waste pipe goes into wall. Anchor all supplies from wall securely within wall construction.

3. Provide stops for all fixtures. Traps for all fixtures shall be 17- gauge chromium plated brass.

4. Plumbing fixtures shall be equal to American Standard, Crane, Kohler, or Eljer, or approved equal.

5. Faucets shall be lead free, code compliant, and certified to NSF Standard 61, Section 9.

6. Plumbing fixtures shall be as shown on drawings.

7. Floor Drains (All Locations): Zurn ZN-415 Series with nickel bronze top and flashing collar. Floor drains shall be provided with trap primer tap as indicated on plans. Floor drain traps and horizontal piping above finished areas used for a/c condensate drainage shall be insulated with 1" thick blanketed insulation.

2.08 CLEANOUTS

1. Provide cleanouts in sanitary piping at all changes in direction at ends of branches, at intervals not exceeding 40' on straight runs, and elsewhere as shown. Cleanouts shall be full opening type completely accessible. Size same as lines in which they occur, but not larger than 4". Tees and extensions shall be of same weight as pipe. Plugs shall be countersunk type.

2. Outside cleanouts to grade shall be brought up flush with finished grade and installed in 12" x 12" x 6" concrete pad, cleanout plug shall be countersunk.

3. In Outside Line: PVC cleanout tee with PVC plug. Terminate at grade or pavement in 18" x 18" x 6" concrete pad with tooled edges.

4. In Finished Walls: PVC cleanout tee with PVC plug and wall plate cover.

2.09 TANKLESS WATER HEATERS

1. Heater shall have two heating modules. Element shall be replaceable cartridge insert. Unit shall have a replaceable filter in the inlet connector. Heater shall be fitted with 1/2" diameter compression nuts and sleeves. Maximum operating pressure shall be 150 psi. Heater shall be compatible with pre-heated water feed.

2. Water heater shall be equal to Rinnai and shall be residential gas type as indicated. Must be Energy Star rated. Verify voltage from electrical plans. Provide thermostat for control.

PART 3 - EXECUTION

3.01 COMPLETION OF WORK

1. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

3.02 TESTING

1. General: Test shall conform to local code requirements.

2. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.

3. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

3.03 DISINFECTION

1. Disinfect all domestic water piping in accordance with local health department guideline.

Division 16 - Electrical

16011 According to applicable codes as shown on the drawings.

GROUNDING

1. Provide grounding and bonding systems in strict accordance with the latest published edition of N.E.C., except where more stringent requirements are specified herein. Interconnection of neutral and ground is not permitted except at service entrance equipment. Install grounding conductors to permit shortest and most direct path to ground. Concealed joints shall be made by Cadweld method. Where grounding conductors are in raceway, bond conductor and raceway at both ends. Grounding and bonding fittings used shall be UL listed and be compatible with metals used in system. Sheet metal type strap are not acceptable.

2. Service entrance ground electrode system shall consist of driven electrodes, connection to water piping, and building grounding grid, as required by NEC Article 250-50. Unless otherwise shown on drawings, each driven electrode shall consist of one 3/4 inch diameter 10 ft. long copperweld steel rod. Rod made of wrought iron may be used in lieu of copperweld at option of contractor. Water pipe connection shall be made to a minimum one inch diameter metallic cold water pipe. Extend grounding conductor to main telephone equipment space. Interconnect conduits entering and leaving service entrance equipment using grounding bushing and copper.

3. The panelboards and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of NEMA and UL as follows:

   a. UL 67 -- Panelboards
   b. UL 50 -- Cabinets and boxes
   c. NEMA PB1
   d. Fed. Spec. W-P-115C
   e. Circuit breaker -- Type I class I

4. Wiring shall be copper conductor with non-metallic sheath (NM) over multiple conductors.

WIRING DEVICES

1. Colors: Wiring device and wall plate colors shall be white.

2 Receptacles: Duplex receptacles shall be specification grade, 15 amps,125 volts with grounding terminal. Color to be selected by architect.

3. Switches: Switches shall be specification grade, 15 amps, 120/277 volts A-C only, single pole, three-way or four-way as shown, single throw with screw terminals arranged for side wiring.

4. Device Plates: Shall be of the constructed of polycarbonate.

5. Ground Fault Receptacles: Furnish and install receptacles with ground fault circuit interrupters as indicated on plans. Receptacles shall be NEMA 5-20R configuration with 120V ac 15 amperes circuit rating. All receptacles shall be such depth as to permit mounting in outlet boxes 1 1/2" or greater in depth without the use of spacers. Units shall have line and load terminals such that connection to load terminals will provide ground fault protection for other receptacles. All receptacles shall accept standard duplex wall plates. All receptacles shall be noise suppressed and shall be UL listed.

16510 Lighting

1. Field verify all outlet locations and switch locations. Provide telephone cabling and cable TV wiring.

   Smoke detection: Provide smoke detectors per code. Provide carbon monoxide detectors per code.

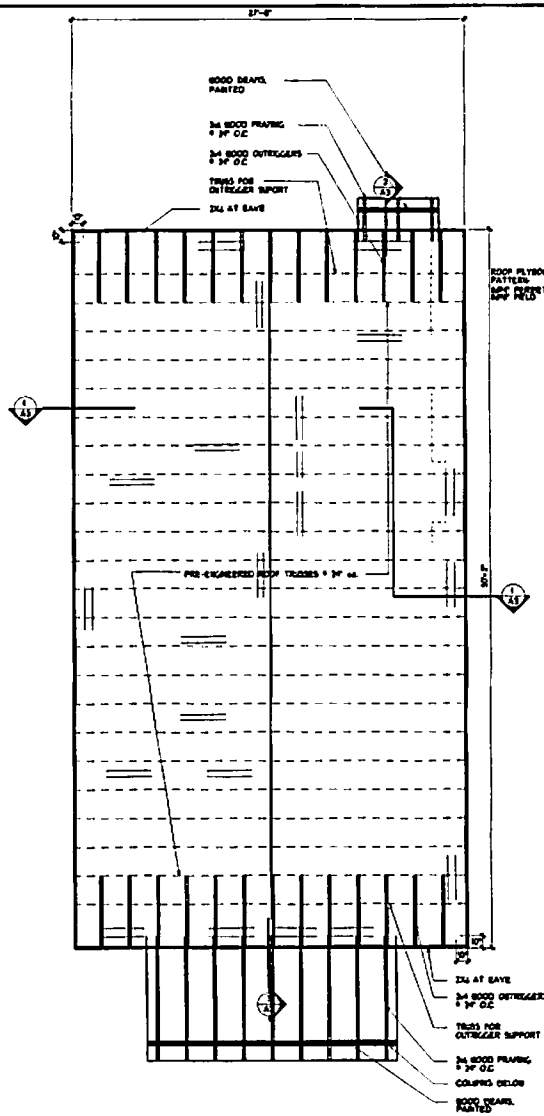
   Provide wired, cleaned, and with lamps specified, all fixtures designated on drawings. Contractor shall verify the ceiling construction for correct trim and support arrangement of lighting fixtures; corrosion resistant plaster frames are required in plaster ceilings. Shop drawing submittals shall consist of properly identified copies of manufacturer's catalog pages showing all features and accessories specified.

2. Lighting Schedule:

   Recessed LED: Commercial Electric Model # CER6730DWH40
   Porch Light: Hampton Bay Model # BPP1611-BLK
   Wall Sconce: Hampton Bay Model # X124501
   Pendant Light: Progress Lighting Model# P5096-09
   Chandelier: Commercial Electric Model # HON8913A
   Exhaust Fan/Light: Nutone Model # XN50L
   Ceiling Fan: Hunter Model # 59246

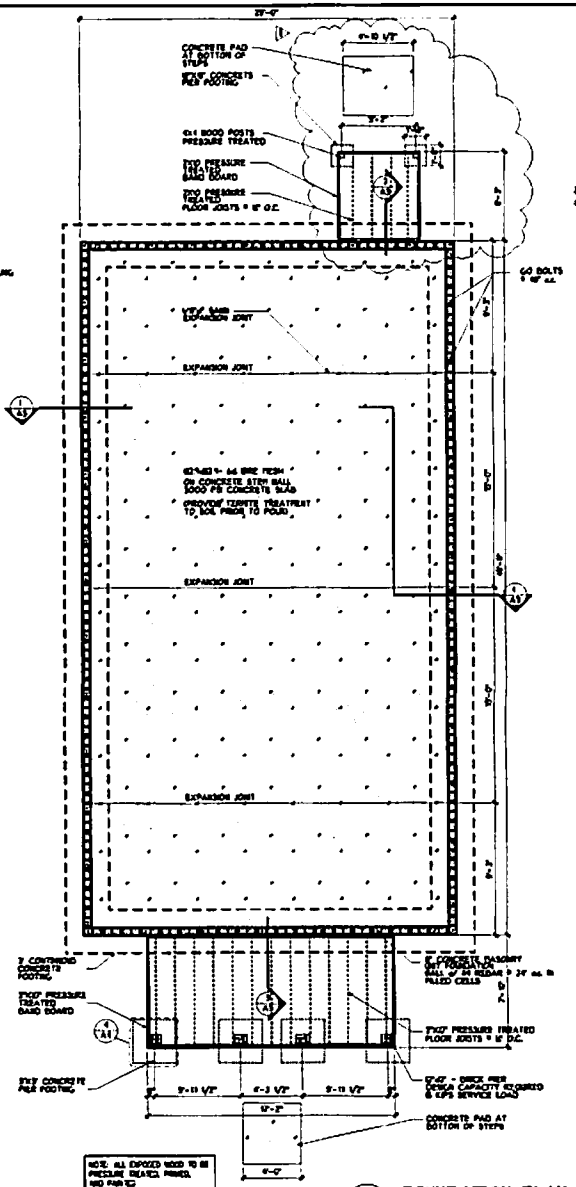
3. Secure mounting and support of all lighting fixtures shall be accomplished under this section of these specifications. Lighting fixtures shall be installed plumb, square, and level with the ceiling, wall, and in alignment with adjacent lighting fixtures. Mounting heights indicated shall be to the bottom of the fixture for ceiling-mounted fixtures and to center of fixture for wall-mounted fixtures.

END OF OUTLINE SPECIFICATIONS



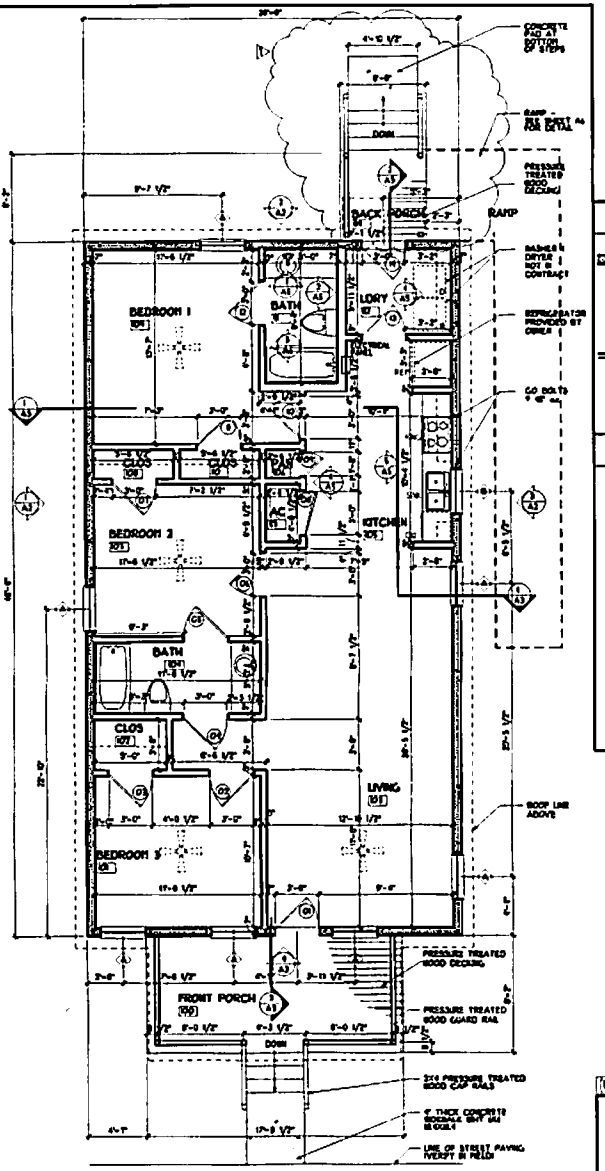
FRAMING PLAN

1/4" = 1'-0"



FOUNDATION PLAN

1/4" = 1'-0"



FLOOR PLAN B

1/4" = 1'-0"

Quina Grundhoefer Architects

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WALL LEGEND

EXTERIOR WALL: FIBER CEMENT BOARD HORIZONTAL SIDING, OR FIBER CEMENT BOARD & BATTEN ON GALVAN GRAP ON 1/2" PLYWOOD SHEATHING ON 2x6 STUDS @ 16" O.C. WITH BATT INSULATION (7" NOMINAL THICKNESS)

INTERIOR PARTION WALL: GYPSUM BOARD ON BOTH SIDES 2x4 STUDS, UNLESS OTHERWISE NOTED. (4" NOMINAL THICKNESS)

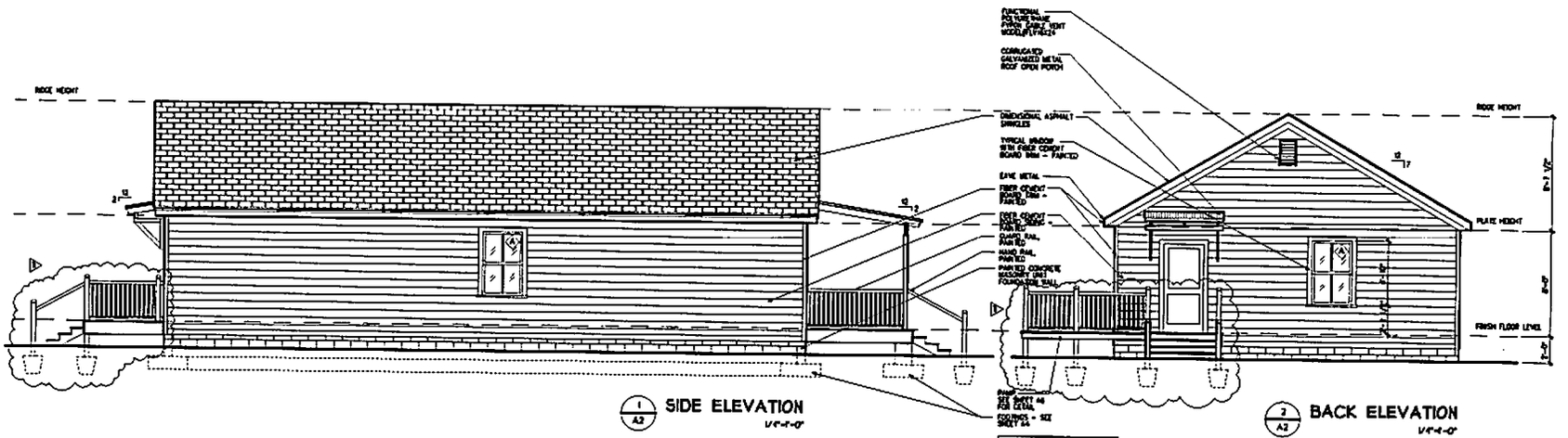
GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD OR TO CENTER OF COLUMNS, DOORS, OR BRICKS.
2. HEADERS OVER EXTERIOR WALL OPENINGS TO BE (2) 2x12's (TYPICAL) (SEAT OR DOUBLE ST.-DS.
3. ALL DOOR SIZES INDICATE ROUGH OPENING.
4. TYPICAL INTERIOR TRIM TO BE PAINTED 4" BASEBOARD & 3" DOOR & WINDOW CASING.
5. CLOSETS TO BE INSTALLED W/ ONE CHROME ROD & ONE 12" WIRE SHELF
6. SEE ALTERNATE #6 PROVIDE 5" VINYL BLINDS (MINITZ) ON ALL WINDOWS

12-19-17	Survey Building

Project
Alger-Sullivan SHIP Housing
416 Palm Street
Century, Florida

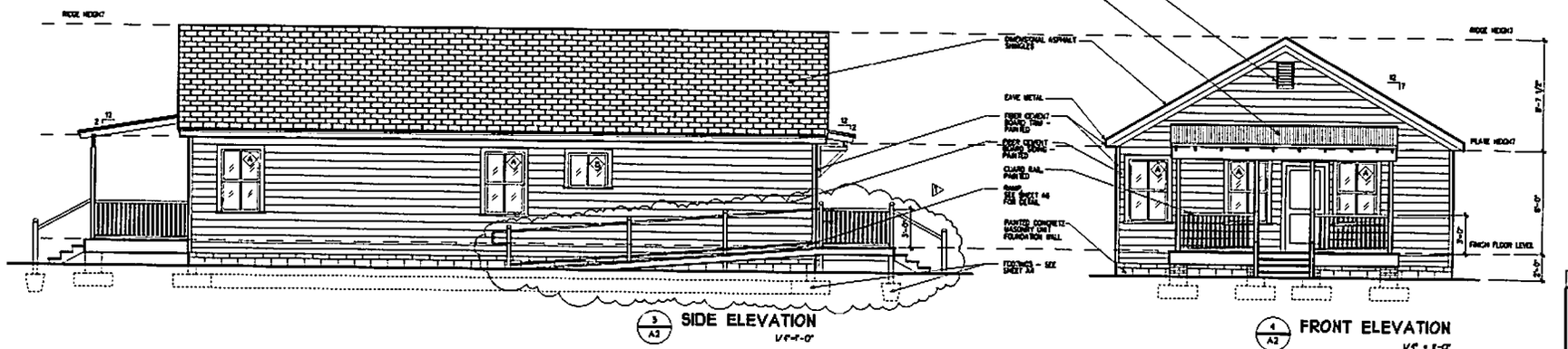
Date: 09-01-17
Sheet No. House 416
Project No. 1816
A1



1/A2 SIDE ELEVATION
1/4"=1'-0"

2/A2 BACK ELEVATION
1/4"=1'-0"

NOTE: ALL EXPOSED WOOD TO BE PRESSURE TREATED, PRIMED, AND PAINTED



3/A2 SIDE ELEVATION
1/4"=1'-0"

4/A2 FRONT ELEVATION
1/4" = 1'-0"

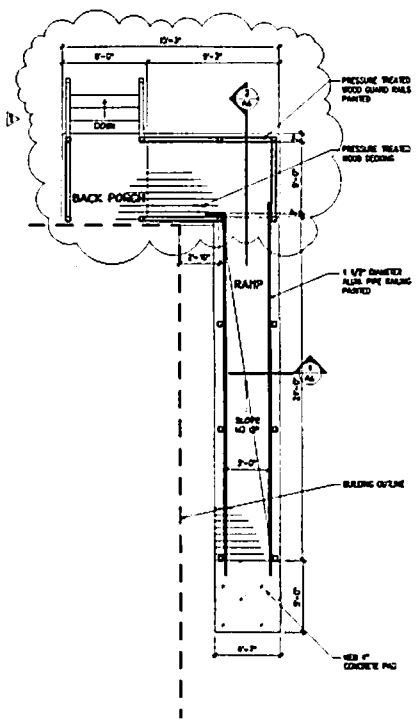
EXTERIOR COLOR PALETTE:
SIDING- LANGUID BLUE SW 6228
TRIM- CLASSIC LIGHT BUFF SW 0050
CMU SIDE WALL- MIDNIGHT NAVY SW 0032
ASPHALT SHINGLE- SLATE GREY
WINDOW SASH- WHITE
GALVICO- WHITE
FRONT DOOR- MIDNIGHT NAVY SW 0032

10-19-17 Ramp Railing

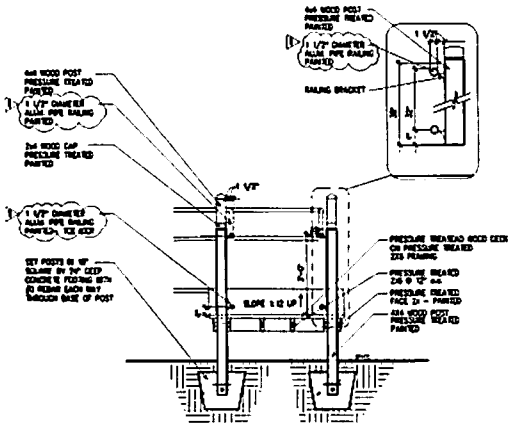
Quina Grundhoefer Architects
408 West Romana Street Pensacola, FL 32502
850-433-9991 Fax 850-433-5366
E-mail: qga@gulfnet.com

Project
Alger-Sullivan SHIP Housing
416 Penn Street
Century, Florida

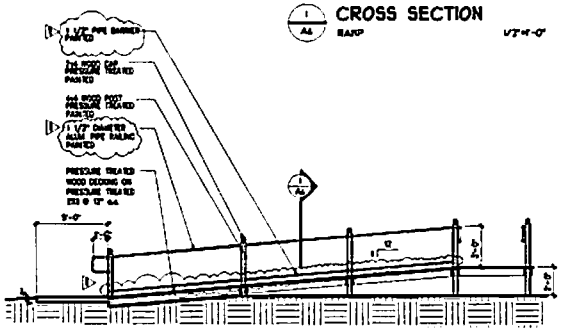
Date: 09-01-17
Sheet No. House 416
Project No. 1816
A2



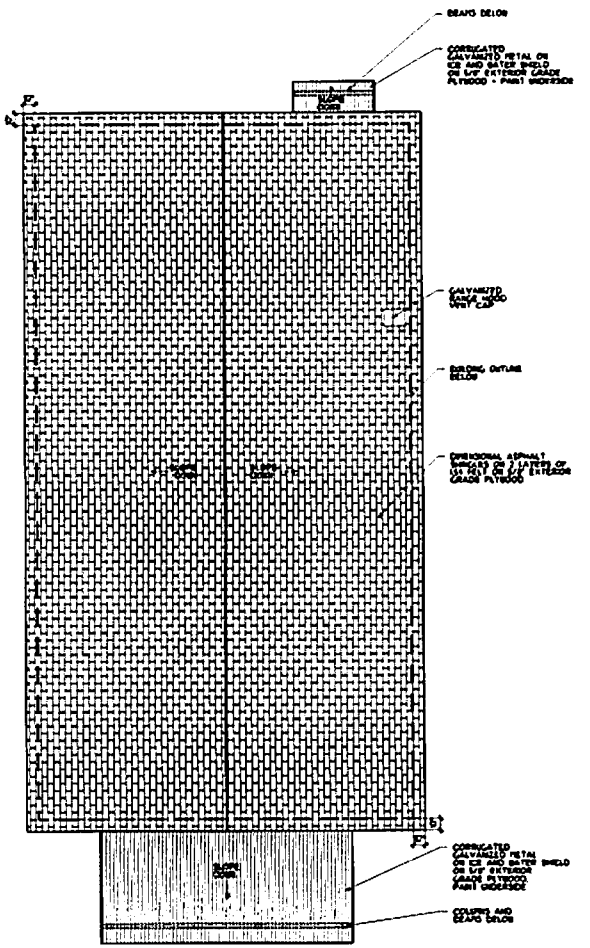
5 / A4 PLAN
RAMP
1/4"=1'-0"



1 / A4 CROSS SECTION
RAMP
1/2"=1'-0"



2 / A5 LONGITUDINAL SECTION
RAMP
1/4"=1'-0"



ROOF PLAN
1/4" = 1'-0"

Quinn Grundhoefer Architects
600 West Business Street Pensacola, FL 32502
(850) 433-9191 F on (850) 435-1666
E-mail: qga@quinnarchitects.com

10-10-17 Ramp Railing

Project
Alger-Sullivan SHIP Housing
416 Pecan Street
Century, Florida

Date
09-01-17

Sheet No.
House 416
A6

Project No.
1616

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, 223 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 presents.

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 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:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

Witness

Witness

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 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)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the 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 pond 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 agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

_____

_____
Witness

_____
Witness

SURETY:

_____
(Printed Name)

_____

_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

EXHIBIT C

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date:

_____
Homeowner Signature

_____
Print Name: Date:

CONTRACTOR:

_____
Signature

_____
Print Name Date:

_____
Firm Name

3 Originals: Homeowner, Contractor, File

NEIGHBORHOOD ENTERPRISE DIVISION

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

EXHIBIT D

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority personally appeared this day the undersigned _____ who after being first duly sworn, deposes and says of his or her personal knowledge the following:

That heretofore, _____, as "OWNER," and _____ as "CONTRACTOR," entered into a certain agreement whereby the undersigned contracted to rehabilitate for owner a dwelling upon the following described land situate, lying, and being in the County of Escambia, State of Florida, more particularly described as follows:

This affidavit is executed by the CONTRACTOR in accordance with Section 713.06 of the Florida Statutes for the purpose of obtaining final payment from the OWNER/Owner's Agent in the amount of $_____.
All work to be performed under the contract has been fully completed, and all lienors under the contract have been paid in full, except the following listed lienors (if none, so state in both columns):

NAME OF LIENOR:	AMOUNT DUE:

That the undersigned has in no way assigned, pledged, or hypothecated said contract, or any amount or amounts due or to become due hereunder, or in connection therewith, and gives this affidavit, inter alia, to induce final acceptance and payment of the above described project.

FIRM: _____
By:

_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ **day of** _____, **2017**, by _____, as _____ of **Design Home Builders, Inc.** who is personally known to me, or provided _____ as identification and who did/did not take an oath.

_____
Notary Public, State of Florida
My commission expires: _____

[SEAL]

Commission No.: _____

SHIP SUBSTANTIAL REHABILITATION/
RECONSTRUCTION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Jessica Campbell (hereinafter referred to as "Owner"), and Emerald Coast Constructors, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Substantial Rehabilitation/Reconstruction Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 407 Front Street, Century, FL 32535 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

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 an amount not to exceed the total sum of **$ 120,060.00 (base bid of $123,500 less alternate #3 deduction of $4500 plus alternate #2 addition of $1060)** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. The County shall issue payments to the Contractor as follows:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Contractor may request payments by the submission of a properly executed original invoice submitted to NED with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

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.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *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.

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.

Pursuant to §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 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **one hundred twenty (120) calendar days** from the Commencement Date specified in the Notice to Proceed. Work will be fully complete within **one hundred thirty-five (135) calendar days** from the date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project 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. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents and as evidenced by a Certificate of Occupancy, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the performance of the work as a result of the Owner's unreasonable interference or other 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/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the 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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. **Project Site Protection**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D**; (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, 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 performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. **Defective Work.** Work not conforming to the requirements of the Agreement shall be deemed "*defective work.*" If required by County, Contractor shall either cure 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. 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.

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 work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, 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.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar 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 possession 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 Section. 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 Agreement, 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 15. Termination.

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) 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 (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the 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.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right

to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 **Notice of Suspension**. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

If 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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☒ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall timely vacate the premises prior to the Commencement Date of the Project. The Owner shall at all times cooperate with the

Contractor and County to facilitate the performance of the work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. **Dispute Resolution.** Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. **Public Records.** The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. 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.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, 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.

Section 29. **Assignment.** 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.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Jessica Campbell	Robert Zimmerman
Neighborhood Enterprise Division	407 Front Street	Emerald Coast Constructors, Inc.
221 Palafox Place, Suite 200	Century, FL 32535	56 S. Alcaniz Street
Pensacola, FL 32502		Pensacola, FL 32502

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor 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.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** 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.

Section 34. **Severability.** 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.

Section 35. **Headings.** 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.

Section 36. **Authority**. 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Emerald Coast Constructors, Inc. 56 South Alcaniz Street Pensacola, FL 32502	**Name, Address, City, State, Zip:** Jessica Campbell 407 Front Street Century, FL 32535
FL and County License No.: CGC1511381	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 11/1/17	**Date of Acceptance:**

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/4/17

EXHIBIT A

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION NUMBER PD 16-17.097
BIDS WILL BE RECEIVED UNTIL: 3:00 PM, CDT, November 01, 2017
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

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on, **October 17, 2017 at 2:00 PM, CDT.**

Board of County Commissioners

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

Pursuant to FS255.0991 the local preference is not included in this solicitation.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
SPECIFICATION PD 16-17.097

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer and Bid Form (with original signature)
- Bid Surety (bond, check, etc.)

The following documents should be returned with bid

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(s), Certification(s) and/or Registration(s)
- Public Records Exemption of Building Plans

Before you submit your bid, have you:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

The following submittals are required upon notice of award:

- Certificate of Insurance
- Payment and Performance Bonds

How to Submit a No Bid:

- If you do not wish to bid at this time, please remove the bidder solicitation, offer and award form from the bid solicitation package and enter no bid in the **"reason for no bid"** block, your company's name, address, signature, and return the bidder solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.
Do not return with your bid.

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
PD 16-17.097

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Bid Alger-Sullivan SHIP Replacement Housing

Solicitation Number PD 16-17.097

Solicitation

MAILING DATE: October 02, 2017
PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 2:00 PM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, November 01, 2017, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Delivery Date will be _____ days after receipt of purchase order

Terms of Payment _____

Bid Bond Attached:
$ _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

_____
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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 the bid/proposal being rejected as non-responsive.

Bid Form

BASE BID SET 1: **Total:** _____ $ 0.00

1a. 300 Front Street Base bid: _____

1b. 307 Front Street Base bid: _____

1c. 403 Front Street Base bid: _____

BASE BID SET 2: **Total:** _____ $ 0.00

2a. 402 Front Street Base bid: _____

2b. 407 Front Street Base bid: _____

2c. 416 Front Street Base bid: _____

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

3a. 300 Front Street Alternate: _____

3b. 307 Front Street Alternate: _____

3c. 403 Front Street Alternate: _____

3d. 402 Front Street Alternate: _____

3e. 407 Front Street Alternate: _____

3f. 416 Front Street Alternate: _____

Alternate #2: The construction of a concrete parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

4a. 300 Front Street Alternate: _____

4b. 307 Front Street Alternate: _____

4c. 403 Front Street Alternate: _____

4d. 402 Front Street Alternate: _____

4e. 407 Front Street Alternate: _____

4f. 416 Front Street Alternate: _____

Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300, 407 and 416 Front Street. DEDUCT the following amounts from Base Bids:

5a. 300 Front Street Alternate: _____

5b. 407 Front Street Alternate: _____

5c. 416 Front Street Alternate: _____

Alternate #4: The installation of 1" vinyl blinds (white) on all windows. ADD the following amounts to Base Bids:

6a. 300 Front Street Alternate: _____

6b. 307 Front Street Alternate: _____

6c. 403 Front Street Alternate: _____

6d. 402 Front Street Alternate: _____

6e. 407 Front Street Alternate: _____

6f. 416 Front Street Alternate: _____

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

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 _____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____
Expiration Date:_____

County Permits/Fees required for this project:

Escambia County $800.00
Town of Century Land Use Certificate, fee waived by Town of Century

Person to contact concerning this bid:

Name: _____

Phone: _____

Email: _____

Person to contact for emergency service:

Name: _____

Phone: _____

Email:_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the date of Notice to Proceed. The Bidder agrees to fully complete all work included above within **One Hundred Thirty-Five (135) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Hundred Fifty Dollars ($150.00) be assessed for each day that completion of the project is delayed.**

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Percent (5%) of the Base Bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
https://myescambia.com/our-services/purchasing

Paul R. Nobles
Purchasing Manager

RE: PD 16-17.097 Juvenile Detention Center Corridor Addition

To the Escambia County Office of Purchasing

We hereby acknowledge and certify that our company has returned with our bid, the CD and any copies of the plans and specifications relative to this project. We understood that when we received the information that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 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://dos.myflorida.com/sunbiz/search/
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 16-17.097, "Re-Bid Alger Sullivan SHIP Replacement Housing"
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:

A. **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.

B. **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 cancelled.

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.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. **Project Narrative**

The work includes the construction of six new single story homes on parcels owned by qualified SHIP participants with funding for the new homes through a program with Escambia County. The homes have been designed to reflect the original historic character of the previous homes that were damaged in a tornado. There is a two-bedroom and a three-bedroom unit.

Location: 300, 307, 402, 403, 407 and 416 Front Street
Owner: Escambia County Board of County Commissioners

3. **Award**

The County will award Base Bid Set 1 and Base Bid Set 2 to the lowest and most responsive bidder for each set. To be awarded both Base Bid Set 1 and Base Bid Set 2, the contractor must be the low bidder on each Group, must be able to secure required County bonds and insurance, and must be able to proceed on all six properties at one time. If contractor cannot bond and proceed with all six jobs, the County will award Base Bid Set 1 to the original low bidder and Base Bid Set 2 may be awarded to next lowest, most responsive bidder.

DRAW SCHEDULE/PAYMENT PROCEDURES:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

If bids exceed SHIP program maximums, the County may elect to partner with the Town of Century's CDBG program to cover total job costs in order to proceed

4. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer. The surety amount should reflect the total bid being submitted by the Contractor with regard to Base Bid Sets 1 and 2. **Bidding on Base Bid Sets 1 & 2 does not require separate sureties.**

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.

5. **Performance and Payment Bonds**

The County **shall** 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.

6. **Questions**

Questions may be directed Jeffrey Lovingood, Purchasing Specialist, Phone: (850) 595-4953 or e-mail: JDLovingood@myescambia.com.

Written questions must be received no later than 5:00 p.m. CDT, October 23, 2017.

7. **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.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

8. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, at 213 Palafox Pl, Pensacola, FL 32505, on October 17, 2017 at 2:00 PM CDT.

9. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **One Hundred Fifty Dollars ($150.00)** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **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

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.

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. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **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.

16. **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.

17. **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.

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**

A. **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. A Best Rating of "A" or better is "preferred"; however, other ratings of "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 Sub-Contractor(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 Sub-Contractor obtain and maintain until the completion of that Sub-Contractor'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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. **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.

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.

F. **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.

G. **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 and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

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: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Phone: 850-595-4953

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.

H. Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)
Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **120** calendar days
Fully Complete and ready for Final Inspection in **135** calendar days
*B. Liquidated Damages at **$150.00** for each calendar day
Section 6
Section 7 *A. Neighborhood & Human Services
221 Palafox Place
Pensacola, FL 32502
Attn: Meredith Reeves
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits **(Revised as indicated by asterisk)**
A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **One (1)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT H

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

WORKING DRAWINGS / PLANS PREPARED BY ARCHITECT

See Working Drawings Folder on CD Rom

EXHIBIT I

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.097 Re-Bid Alger-Sullivan SHIP Replacement Housing

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow on the next page. The documents included with Addendum Number 1 contained errors so all documents have been updated and are being re-issued here. Please disregard Addendum Number 1.

This Addendum Number 2 is furnished to all known prospective bidders. Bidders can either sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same, or receipt of the Addendum can be acknowledged on the Bid Form in the space indicated. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Enc.

August 8, 2017

Ms. Meredith Reeves
Division Manager
Neighborhood Enterprise
Escambia County, Florida

SUBJECT: Addendum to Report of Geotechnical Exploration
Proposed Front Street Residences Rebuild
Escambia County, Florida
LMJ File #: 16-258

Dear Meredith:

This letter forwards additional comments for the subject project. We understand that the allowable bearing pressure for this project is 750 psf or less. Based on this, the recommended level of compaction immediately beneath the footings can be reduced from 98% to 95% of the Modified Proctor Test (ASTM D1557) density for a minimum depth of 12 inches below the footings.

Based on a review of the borings, the soil density at footing levels was erratic. Some footings may be able to be supported on firm undisturbed soils, and some footings may require over-excavating 1-2 feet with the native soils backfilled in compacted lifts to 95% of the Modified Proctor Test (ASTM D1557) density in order to achieve compaction on the soils immediately beneath the footings.

We recommend that LMJ evaluate the footings at the time of construction on a case-by-case basis to determine the amount of compaction needed and if any over-excavation is needed to achieve this compaction. We also recommend obtaining a unit rate for over-excavating the native soils and placing them in compacted lifts if needed during construction.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

KEITH VICTOR JACOBS LICENSE No 66577 8/8/17 STATE OF FLORIDA PROFESSIONAL ENGINEER

Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577

C: Mr. Carter Quina, AIA
Via email: cquina@qgarchitects.com

I. **General:**

1. Site visits to verify the existing condition are encouraged.

2. The County understands the poor soil conditions for this project and enlisted geotechnical and structural engineers to design and engineer two foundation systems that respond to the poor soil conditions. The Architect and the Structural engineer will sign and seal drawings for permitting.

II. **Clarifications:**

1. **Project Manual:** See attached revised project manual dated October 20, 2017 that corrects all discrepancies between plans and specifications.

2. **Drawings:** See attached revised sheets for Unit 416. Sheet A1, A2, and A6 have been updated to reflect the ramp and back porch details.

   a. Refer to sheet A3 Cross Section and sheet A4 Wall Sections.

      1. Insulation over exterior soffit is not required. Insulation of gable end walls above the ceiling is not required. All insulation will be batt type, except that attic insulation may be blown.

      2. Center floor beam to be built of (3) 2 x 12s with ½" galvanized thru bolts at 12" o.c., staggered top to bottom.

      3. Floor decking to be ¾" tongue and groove plywood, nailed with 8d nails at 12" o.c.

      4. Roof sheathing may be either plywood or OSB and should be installed with H clips at seams per code. Roof sheathing at porches to be ¾ plywood.

      5. All walls studs are to be 2x4 in lieu of 2x6 where shown.

      6. Roofing felts may be two layers of 15# felts or one layer of 30# felt.

      7. Liquid applied water proofing is not required on stem wall foundation detail.

      8. All reference to interior trim to be wood, either 1x4 or Contractor's standard casing trim.

   b. Refer to sheet A2, Unit 416 only – See revised Back and Side Elevations showing ramp.

   c. Refer to sheet A5 Window and Door Schedule.

      1. Window A height to be standard window dimension, at least 5'-2", to comply with emergency egress requirements.

2. Exterior trim to be fiber cement. Interior trim to be wood, either 1x4 or Contractor's standard casing trim.

d. Refer to sheet A6 Ramp – See attached revised plan and section details. Only unit at 416 Front Street is to have the ramp constructed.

e. Refer to sheet A7.

1. Transfer grilles in ceiling are required over bedroom doors and are not intended for the non-insulated, vented attic space.

2. Floor drain in the mechanical closet may be eliminated if not required by Code.

MEMORANDUM

Date: October 17, 2017
Project: Alger-Sullivan SHIP Housing
Prepared by: Rubí Carrero
Purpose: To list architectural questions presented during the Pre-Bid Meeting on Oct. 17.

1. Will the floor insulation be foam or batt insulation? It was agreed at the meeting that it will be batt insulation.
2. Will the floor material be luxury vinyl plank or vinyl sheet? It was agreed at the meeting that the flooring will be the 12' roll of Armstrong Stratamax Flooring.
3. Will part 6 of Division 10 of the Specs, which asks to provide 1" blinds on all windows, be deleted since it is an alternate? It was agreed at the meeting that it will be deleted.
4. Does the design of the footings offset the need for demucking and dewatering or do these have to be factored into the price? Yes, the water table should be low enough and the foundation is designed for the poor soil condition.
5. Will the ductwork be galvanized steel according to the Ductwork Specs or Ductboard according to the drawings? Ductboard.
6. The Specs under part 4 of Control Operations require that all units be tested for (2) 8-hour days under the supervision of manufacturer's representative. Is this required even though it is not a requirement by the County? No.
7. The Specs under part 1 of Testing require that copies of all test reports be filed in duplicates to the physical plant. Is this required? No.
8. Are the insulation at the overhangs and the front and back wall of the attic and the ½" plywood gussets required even though the attic is vented? Will a ridge vent be added? Are the gas chases necessary or can they vent through the roof? Are vented sleeves needed? Are gable braces needed? (All questions relate to the change from a non-vented to a vented attic.) All modifications required to develop a functional vented attic will be done. No insulation in the soffits. No insulation in the gable ends above the attic floor. Nor ridge vents. Perforated vinyl soffits will be used. Gas venting will be allowed if Code compliant for residential installation.
9. The windows and doors at the bedrooms do not meet egress requirements, will this be modified? Yes. Height increased to Code compliance.
10. Can the plywood be replaced with OSB? It is acceptable to replace the plywood on the roof with OSB and keep the plywood on the porch roofs.
11. The galvanized metal will have penetrations due to the fasteners will that be a problem? Do the fasteners have to be painted? Penetration of fasteners per Code and paint.
12. Is the liquid waterproofing on the CMUs of the off-grade foundations required? No.
13. R13 insulation is the new code requirement. Will R13 insulation be used instead of R11 in the walls? Yes.
14. Will the 12x12 transfer grilles be replaced by transfer grilles at each bedroom? Yes, transfer grilles should be in bedrooms.

400 West Romana Street • Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

15. Will the back porch have guard rails? Only at 416 Front Street where the ramp is not optional. Where the ramp is optional, the guard rails are not needed but hand rails on each side of the steps are Code requirement and should be installed.
16. Is the ramp hand rail wood or metal? The handrails will be painted aluminum. Will the ramp include a toe kick and a mid-rail? Yes, it will have a toe kick, but not a mid-rail.
17. Will the utility box drain to the clean out to grade? Yes.
18. Will the roof have two layers of 15# felt? It was mentioned at the meeting that a 30# felt would suffice. Either option will be acceptable.
19. Will the kitchen cabinets be 40" tall or a standard 30"? Cabinet's size will remain 40".
20. Will the countertops have a wood edge trim on the perimeter as indicated on the Cabinet specs or will they be entirely plastic laminate? It was agreed on the meeting that it will all be plastic laminate.
21. Will the instantaneous water heater thermostat need a control? It was mentioned at the meeting that some of them already include a control. It should be provided as needed.
22. Do the flexible ducts need to be 8' long? No, they can be sized as required.

Outline Specifications

Project: **Alger-Sullivan SHIP Housing**
Century, Florida

Date: August 24, 2017 Revised October 20, 2017
Bid Date: See Purchasing Documents
Architect: Quina Grundhoefer Architects, P.A.
400 West Romana Street
Pensacola, Florida 32502
850-433-5575
cquina@qgarchitects.com

I. CONTRACTUAL CONDITIONS

The following contractual conditions will be included in the scope of the work:

A. General Conditions of the Contract for Construction
AIA Document A201

B. Form of Owner-Contractor Agreement for Construction - AIA B101

C. Certificate of Substantial Completion - AIA G702

II. TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

01010 Summary of Work

1. The project consists of several single story residential structures on single family residential building lots located on Front Street in Century. This is a State of Florida funded program to replace the historic homes that were damaged beyond repair by a tornado in 2016. The homes will be constructed on property owned by each qualified participant and a three-way contract between Contractor, Owner, and Escambia County will be executed for each property. There are two-bedroom and three-bedroom units to be constructed. Program of spaces include a living space, kitchen, pantry, laundry and closets.

2.

Two Bedroom unit:	1,040 sf
Covered porches:	Varies but approx. 200 sf
Three Bedroom unit:	1,261 sf
Covered Porches:	Varies but approx. 200 sf

3. The residence is to be primarily wood framed. Walls to be 2x4 wood studs with batt or blown insulation, plywood or OSB sheathing, building wrap, fiber cement siding

and brick piers on front porch. Some walls will receive brick veneer. The roof system is to be asphalt shingles on felts on plywood or OSB decking on pre-engineered roof trusses. Foundation A will be steel reinforced, cast in place concrete spread footings with concrete masonry perimeter stem wall. Foundation B will be wood floor joists with insulation and vapor barrier. The interior partitions are standard wood studs with gypsum wallboard, painted. The floor finishes will be luxury vinyl sheets. Ceilings to be painted gypsum board, orange peel finish. Interior millwork will be painted on paint grade fir or pine and various hardwoods, unless otherwise noted. A residential grade heat and air conditioning system will be installed. Gas and/or electrical appliances, including water heater to be provided by Contractor, except as otherwise noted. All utilities shall be provided with overhead service entry at house. Utilities are provided on the site and coordination for connections should be made with the various providers (telephone, cable, and electrical services). Water, sewer and gas is provided on the site and all tap fees have been pre-paid as these were previously occupied lots.

4. The building is classified as Single Family Residential according to the 2014 Florida Residential Building Code. It is the responsibility of each Contractor to assure that all parties responsible to him follow and respect this rules and regulations.

5. Provide all required building permits and insurance as required by contract. Verify all existing utility taps and contact venders before excavation. Insure complete adherence with all approved permits from such agencies as the local building department and comply with all Federal, State, County and Local building codes.

6. Temporary utilities, including water and power shall be provided by the Contractor. Portable toilets shall be provided by the Contractor.

7. Project meetings will be held when needed to include the County Neighborhood Enterprise Division (NED) staff and at least one site visit by Architect during construction.

8. Submittals shall be made for products other than those listed in specifications or drawings. Three copies to be submitted to County NED for review and approval.

9. Contractor to notify the Architect in writing of any errors, discrepancies or omissions in the Contract Documents. Contractor will be responsible for the results of any errors, discrepancies or omissions which the Contractor failed to notify the Architect of before construction and/or fabrication of the work.

10. BID Format: Refer to Escambia County Purchasing Department documentation.

11. Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

01040 Project Coordination	Administrative requirements for coordination.
01090 Definitions and Standards	Terminology, trade names, codes and abbreviations.
01300 Submittal	Procedure for submittal.
01400 Quality Control Services	Quality Control, testing and inspections.
01500 Temporary Facilities	Services, facilities and support security.
01631 Product Substitutions	Procedure for handling substitutions.
01700 Project Closeout	End of Project Procedures.
01740 Warranties and Bonds	Special product warranties.

01030 – ALTERNATES

SUMMARY The alternate listed below is to include all costs associated with the work as described including general condition and administrative costs and contractors' overhead and profit.

1. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

3. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

4. Completeness: The contractor is to include as part of each Alternate, all miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not shown as part of the Alternate.

5. SCHEDULE OF ALTERNATES:

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan.
Alternate #2: The construction of a concrete parking pad and drive as shown on site plan.
Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300,407 and 416 Front Street.
Alternate #4: The installation of 1" vinyl blinds (white) on all windows.

Each alternate must be individually broken down by address number.

Division 2 - Site Work

02100 Demolition

1. Contractor to remove the existing single story wood frame residence if not already removed by other County Contractor. Remove all concrete slabs and foundations unless otherwise indicated on plans. Remove utility connections to a point of re-connection to the new residence. All debris is to be removed from the site and

properly disposed of according to local regulations.

2. Contractor to compact remaining soil to form the base for the new residence. Site to be prepared to receive new foundation and concrete slab as shown on drawings.

02200 Earthwork

1. Excavate for foundation as required. Where possible use clean excavated material for compacted fill in other areas of the work. Maintain side cuts to provide a safe work environment.

2. Prepare for slabs on grade, sidewalks, drives and pavement. Compact subgrade to 95% standard Proctor. Compact under new sidewalks to 95% standard Proctor. Prepare soils to receive landscaping and add top soil for planted areas. Refer to attached Soil Report prepared by Larry Jacob dated April 7, 2017 and Addendum to Report of Geotechnical Exploration dated August 8, 2017.

3. The Contractor shall provide all earthwork necessary to perform the work of the project including excavating, shoring, filling, backfilling, compacting and grading as shown on drawings. According to soil test, the water table is below the bearing level of the foundations. Foundations have been designed for soil conditions.

4. Soil testing has been provided by the County. During preparation of the soil the Contractor shall contact County NED for inspections, especially if unstable soils are uncovered. If additional evaluations are needed by the Geotechnical Engineer, the County will contract for such services.

02282 Termite Control

1. Engage a professional pest control operator and provide soil treatment for termite control.

Division 3 - Concrete

03300 Concrete Work

1. Poured in place walls, footings, slabs on grade, stairs and sidewalks: 3000 p.s.i. at 28 days, minimum thickness 3 ½". See drawings for size.
2. Reinforcement bars: per ASTM A615, grade 60.
3. Welded wire fabric: W1.4 x W 1.4 at 6" centers both ways or approved fibercrete.
4. Vapor barrier: 10 mill poly.
5. Provide all slabs for the placement of equipment.

Division 4 - Concrete Masonry Units

04200 Concrete masonry units and Face Brick

1. Standard concrete masonry units
2. Mortar: Type S or N per ASTM C270, color to be standard grey.
3. Reinforcement: Block ties at 16" on center vertically and 24" on center horizontally.

4. Lay block true, plumb and level per requirements of the Brick Institute of America (BIA).
5. Face brick to be Robinson Old Georgetown.

Division 5 - Metals

05500 Metal Fabrications (Where applicable.)

1. Steel units, shop fabricated miscellaneous metal.
2. Comply with American Institute of Steel Construction (AISC)
3. Materials: Structural steel shapes - per ASTM A36.
   Hot or rolled carbon steel sheets per ASTM A568 or A366.
   Flitch plate: 3/8" thick steel with pre-drilled holes for thru- bolts.

Division 6 - Wood and Plastics

06100 Rough Carpentry

1. For all rough wood framing, provide lumber meeting the requirements of WCLIB or WWPA:

   a. Lumber: Southern Yellow Pine No. 2 or better, or Douglas Fir with no more than 15% moisture content. Pressure treated where in contact with concrete.
   b. Plywood. APA performance rated panels, Product Standard PS-1.
      Sloped decks: 5/8" plywood with H clips @ seams. OSB may be used at Contractors option.
      Flat decks: 3/4" plywood with H clips @ seams.
      Sheathing: ½" plywood (8d nails at 6" perimeter and 12" field)
      Floor Decking: ¾" tongue and groove plywood (8d nails at 12" o.c.)
   c. For structural lumber to be exposed use no. 2 pine.

2. Provide all miscellaneous hardware, including fasteners for installation of rough carpentry.

06192 Prefabricated Wood Trusses

1. Comply with NFPA national Design Specifications and TPI Standards
2. Lumber: Provide lumber S4S, S-dry complying with PS20.
   a. Species: any softwood graded under NWPA, WCLB, SPIB or NLGA rules.
   b. Stress Rating: Fb - 1850 psi, E= 1,800,000 psi
3. Metal connector plates: Hot dip galvanized sheet steel, ASTM A446 Grade A
4. Trusses to be designed and certified by truss manufacturer's engineer. This is responsibility of Contractor to provide.

06200 Exterior Finish Carpentry

1. Finish carpentry to include the installation of running trim for window and door

casings, moldings, fascia board, wood brackets, columns and other miscellaneous details.

2. Materials: per AWI "Quality Standards"
   Wood species for exposed, unpainted surfaces: No. 2 pine or approved wood.
   Wood species for painted, protected surfaces: KDAT pine or fir, finger jointed paint grade. KDAT wood columns to be used for porches.
   Soffits: Perforated vinyl soffit installed per manufacturer's instructions.
   Porch ceilings: Painted plywood and exposed wood framing. Exposed fasteners to be painted.
   Siding: Siding to be "Hardi-board" Select Cedarmill or approved equal. Exposure to be 6 1/4". Verify siding choice with drawings.

06402 Interior Woodwork

1. Interior Woodwork to include casework, wood paneling, railing and decorative running trim. These may be Contractor's standard trim and casing in lieu of trim shown on drawings.
2. Materials: per AWI "Quality Standards."
   a. Surfaces of stained exposed wood to be as noted on the drawings.
   b. Wood trim to be painted to be fir or pine, paint grade, finger jointed.
   c. Particle board: ANSI A208.1
   d. Plywood: PS1, APA performance rated.

06405 Cabinets

1. Cabinets to be builder grade, natural wood finish paneled cabinet door and frame with builder grade hardware with satin nickel finish 2 1/2" wire pulls.
   Counter top and backsplash to be plastic laminate.
2. Set cabinets, shelves and countertops true level and plumb and secure to blocking in partitions.
3. Plastic laminate countertops and backsplash to be Wilsonart Standard Laminate. Color to be selected by Owner from the following:
   a. Kitchen
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Desert Zephyr 4841-60
      iii. Option 3: Twilight Zephyr 4845-60
   b. Restroom
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Natural Cotton 4946-38

Division 7 - Thermal and Moisture Protection

07200 Insulation

1. Fire rated insulation products, tested per ASTM E84 for burn and smoke characteristics. Batt type insulation: kraft faced, fiber glass units, Flame spread 25 or

less, smoke developed 75 or less. 3 1/2" R13 for exterior walls; 10" R30 for ceiling/roofs. 6 ¼" R19 for floor installation. Mfr: Certainteed, Manville or Owens-Corning or approved equal. Blown insulation may be used in the attic spaces.

07600 Flashing and Sheet Metal

1. Flashing and Sheet Metal to include Metal Flashing and Counter flashing, Sheet Metal at concealed and exposed joints. (.32 white finished aluminum and 22 gauge galvanized as indicated on plans.)

07311 – Asphalt Shingles

1. 3-Dimensional Laminated Strip Shingle, UL Class "A": Mineral- surfaced, self-sealing, laminated multi-ply overlay construction fiberglass based strip shingle complying with ASTM D 3018, Type 1, and with ASTM D 3462. Provide shingles bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color as selected by Architect. **Timberline HD (25-year) by GAF Corp.**, or approved equal by one of the following:
   Manville Building Materials Corp.
   Tamko Corp.
2. Asphalt-Saturated Roofing Felt: Two layers of No. 15, unperforated organic felt, complying with ASTM D 226 Type I, 36" wide, approximate weight 18 lbs./square. One layer of 30# felt may be used at Contractor option.
3. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.
4. Nails: Aluminum or hot-dip galvanized 11 or 12-gage, sharp- pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" into solid decking or to penetrate through plywood sheathing.
5. Metal Drip Edge: Minimum .032" white finish aluminum sheet, brake-formed to provide 3" roof deck flange, and fascia flange as shown on drawings. Furnish in 8' or 10' lengths.

07312 – Metal Porch Roofs

1. Metal roof panels to be 26 gauge, galvanized, corrugated panel, 24" coverage installed with exposed fasteners as recommended by manufacturer. #12, 3/4" Kwik Seal, hot dip galvanized screws with rubber washers at 12" o.c. up the slope and 6" o.c. cross the slope.
2. Underlayment to be Grace Ice and Water Shield, or approved equal, installed per manufacturers recommendation.

07900 Joint Sealers

1. Provide joint fillers for interior and exterior applications.
   a. Exterior joints: Multi-part non-sag urethane, Type M, grade NS. Mfr. Peora Dynatrol II, Tremco Dymeric, Sonneborne NP2 or approved equal.
   b. Horizontal surfaces: Multi-part urethane: Mfr: Pecora Urexpan NR-200, Tremco THC-900 or equal.
   c. Interior exposed surfaces: Latex-Acrylic emulsion sealant per ASTM C834. Mfr: Pecora AC 20, Premco Acrylic-Latex 834 or equal.
   d. Mildew Resistant sealant: one-part silicone for around plumbing fixtures. Mfr: Pecora 863, Dow 786 or equal.

Division 8 - Doors and Windows

08212 Five Panel Hollow Masonite Doors

1. Provide Masonite hollow core five panel doors to comply with AWI Architectural Woodwork Quality Standards, of special design and construction.

08610 Doors and Windows

1. Provide vinyl windows as manufactured by Jeldwen or approved equal.
2. Exterior doors to be fiberglass as manufactured by Neuma, Jeldwen or approved equal. Door hardware to be provided by manufacturer.
3. Glass to be double insulated, impact resistant, as provided by manufacturer. Simulated divided lites as shown on drawings
4. Color to be white, unless otherwise noted.
5. All hardware, including latches, locks, screens and handles are to be included.

08710 Finish Hardware

1. Provide standard factory units, standard duty, residential grade hardware complies with the ANSI/BHMA standards.
2. Materials include locksets, butts, closers and door stops.
3. Finish: Satin Nickel
   Mfr: As provided by Exterior Door Manufacturer.
   All other hardware to be standard, Kwikset Tylo with privacy locks.

08800 Glass and Glazing

1. Provide flat and insulated, impact units, clear glass per FGMA requirements. Windows to be factory pre-glazed. Fixed frames to receive ½" or 5/8" insulated, impact glazed units - clear glass.

Division 9 - Finishes

09950 Vinyl Sheet Flooring

1. Vinyl Sheet: **Roll width 12'**as manufactured by Armstrong Flooring, StrataMax Best vinyl sheet installed per manufacturer's instructions. Pattern and color to be Distressed Hickory Sadle X3541.

09900 Painting

1. Painting includes exterior and interior applications. Three coat application per manufacturer's recommendations including one prime coat and 2 finish coats. Paint to be alkyd, Latex systems as recommended by Glidden, Sherwin Williams, Benjamin Moore or equal.

Division 10 - Specialties

1. Kitchen appliances are listed on the drawings. The appliances will be provided by the County

through a partnership agreement. Contractor to provide installation cost only in base bid.

2. Bathroom accessories are to include chrome shower bar, chrome toilet paper holder, 24"x30" mirror, and one 24" long chrome towel bar.
3. Provide house number of the size and placement to comply with US Postal Service standards. Install on wall above or next to front door.
4. Provide post mounted mailbox of the size and placement to comply with US Postal Service standards. Install along street for mail truck accessibility.
5. Provide builder standard coated wire shelving and install as shown on drawings.

Division 15 – Heating, Ventilation and Air Conditioning

PART 1 - GENERAL

DRAWINGS

1. The drawings for the Heating, Ventilating and Air Conditioning for this job are diagrammatic. The Contractor shall make his own measurements at the site and in the buildings during construction and install the systems as the work progresses in such a manner that the equipment, piping, conduit, panels, and ductwork will fit into the finished space provided maintaining headroom; and be neatly installed. All equipment and its interconnecting piping, ductwork, conduit, etc., shall be provided.

2. Due to differences between various manufacturers, it is not practicable to show exact dimensions of units, nor to show or specify all minor details of equipment. Contractor shall provide all valves, fittings and accessories as necessary for a complete installation, whether or not specifically mentioned or shown.

3. Equipment shall not be acceptable if operated in excess of the recommended and published ratings of the manufacturer.

TESTS AND GUARANTEES

1. After completion of his work, and when the building is ready for occupancy, this Contractor shall operate the air conditioning or heating system for a reasonable period to insure proper operation. During the tests, the Contractor shall adjust controls, outlets, etc.

HEAT PUMP OUTDOOR SECTION

1. Units shall be completely factory assembled, wired, and statically tested. Units shall be ARI certified and rated in accordance with ARI 240-77, Heat Pump Units.

2. Condenser coil shall be copper tube type with aluminum fins mechanically bonded to the tubes with a minimum tube size of I/2" o.d. If all aluminum coils are provided, manufacturer shall provide five-year warranty for the coil.
3. Condenser fan shall be propeller type, vertical discharge with vinyl coated fan guard. Fan shall be electronically balanced to eliminate vibration and noise. Fan motor shall be direct drive, inherently protected with sealed ball bearings.
4. Compressors shall be designed for split system direct expansion use.
5. Compressors shall be sealed hermetic type with external vibration isolating mounts. Compressors shall have crankcase heaters to prevent oil dilution. Compressor section to contain filter drier and accumulator. Compressors shall have factory-mounted suction and discharge line service valves. Manufacturer shall provide five-year warranty on compressors and file warranty with Architect.

6. Controls shall be factory mounted and wired in an accessible enclosure within the compressor compartment. System controls shall have a fully automatic defrost cycle for heating operation. Safety controls shall consist of high-low pressure cut-out and compressor overload protection. Cabinet shall be set standard of quality in appearance and construction. Cabinet shall be of zinc coated sheet steel and finished with epoxy paint. Compressor section shall have a large access panel for ease of service.
7. Unit shall have capacities as per schedule on drawings and shall be Trane, Carrier, Lennox, or equal. SEER and HSPF shall meet minimum requirements of heat pump unit schedule on the drawings.

2.02 AIR HANDLING UNIT (INDOOR SECTION)

1. Unit shall be completely factory assembled with direct expansion coil(s), insulated drain pan, fan and filter section complete with disposable 1" thick filters. Units shall be designed for horizontal mounting as shown on the plans.

2. Evaporator coil for air handling units shall be direct expansion. Refrigerant type shall be refrigerant 410A. Coil shall consist of copper tube with aluminum fins mechanically bonded. Thermal expansion valves shall have bypass line and check valve installed for heat pump use. Minimum tube size shall be 1/2" o.d.

3. Evaporator fan shall be forward curved double inlet mounted on a common shaft with permanently lubricated ball bearings. Fan shall be statically and dynamically balanced for smooth operation. Evaporator fans shall have V-belt drives with adjustable pitch pulley or direct driven fans with multiple speed taps for adjustment.

4. Cabinet shall be constructed of hot dip galvanized sheet steel a minimum thickness of 18-gauge. Interior panels and top shall be covered with insulation to prevent heat gain and noise transmission. Drain pan shall be coated to prevent condensation and corrosion.

5. Filter shall be of standard size throwaway and not less than 1" thick. Filter section shall be accessible from side of unit. Provide proper clearances for filter removal as recommended by the manufacturer.

6. Units shall have capacity as per schedule on drawings and shall be Trane, Carrier, Lennox or equal.

7. Electric heaters shall be UL listed and factory installed as an integral part of the AHU (with timed defrost control).

2.04 CONTROL OPERATIONS

1. General space temperature shall be controlled by wall mounted thermostat located within the spaces as indicated on drawings. Thermostat subbase shall include a system selector switch (OFF-HEAT-AUTO-COOL) and fan switch (AUTO-ON) and be provided by the air conditioning equipment manufacturer.

2. Wiring: All control wiring external to the air conditioning equipment shall be installed by the control sub-contractor under the direct supervision of the HVAC subcontractor.

3. Note: All wiring required for equipment operations shall be by the electrical contractor. This Contractor shall also provide all conduits as required for control wiring.

2.05 DUCTWORK

1. The sizes, runs, and connections of ducts shall be as indicated. Adhere to drawings as closely as possible. The right is reserved, however, if required to meet structural or other interferences, to vary run and shape of ducts and offsets during progress of work, at no extra cost to the Owner. Ductwork specified herein shall have rectangular cross section, unless otherwise indicated.

2. Materials - Methods of Construction: Details of construction and materials not specified herein shall be in accordance with SMACNA Low Velocity and ASHRAE "Guide" recommendations. Fabricate ductwork in workmanlike manner with airtight joints presenting smooth surface on inside, neatly finished on outside. Seal all duct joints airtight with approved tape or mastic before insulation is applied. Construct ductwork air extractors, spin-in taps with air scoops, turning vanes, splitter dampers, etc., to ease air flow and balancing of air. The joint between the trunk duct and any air extractor or spin-in tap shall be sealed with approved tape or mastic. Unless otherwise indicated, where square elbows have to be used, provide fixed deflectors. Construct, brace and support ducts in manner that they will not sag or vibrate to any perceptible extent when fans are operating at maximum speed and capacity.

3. Flexible ductwork shall be equal to Thermaflex Type M-KB with 1"-1 lb. density insulation (minimum "R" value = 6) with metalized film vapor barrier, and conform to UL-181 as a Class I duct.

4. Duct board shall be equal to Owens Corning QuietR Duct Board, a rigid resin bonded fibrouse glass board with damage resistant, fire retardant, reinforced aluminum foil (FRK) facing, with a double matt air stream surface. Install and cover joints according to manufacturers recommendations.

2.07 REFRIGERANT PIPING

1. Piping shall be type "K" hard drawn copper, ASTM Spec. B280, and shall be mill cleaned, dried, and capped. Fittings shall be extra heavy wrought copper in accordance with ANSI B9.1 with joints soldered using a high content silver alloy solder. Insulate refrigerant suction line with 3/4" wall foamed plastic insulation slipped over tubing and all joints thoroughly sealed. Paint insulation with two coats of acrylic protective paint where insulation is exposed to weather. Protect insulation with metal saddles and shields at all hanger points.

2.08 DAMPERS

1. Provide splitter and deflecting vanes for control of air volume and direction, and for balancing system where indicated, specified, directed or required.

2.09 GRILLES AND DIFFUSERS

1. All grilles to be standard prefinished white metal or vinyl.

PART 3 - EXECUTION

3.01 TESTING AND BALANCING

1. The heating and ventilating subcontractor shall verify the capacities of each grille, register, and equipment opening as determined by the test after final adjustments have been made with a notation for the final setting and average velocity through each outlet as determined by readings of a velometer taken at several points at the face of the register or opening. Air delivery through supply outlets shall be considered equal to that quantity as published in the manufacturer's tables. Return air through return air grilles shall be considered as equal to the product of the velometer velocity and effective area of the register.

2. Thermostats for the air conditioning equipment shall be provided as part of that equipment, and connected up by the electrical subcontractor, and is tested by the HVAC subcontractor.

3.02 CLEANING VENTILATING SYSTEMS

1. All ducts shall be thoroughly cleaned and blown out to prevent any debris from damaging fan wheels or discharging through diffusers when systems are placed in operations. All temporary connections required for blowing out the system, cheesecloth for all duct openings, and any other equipment or labor for cleaning shall be provided by the heating and ventilating subcontractor. All filters shall be renewed after ventilating systems have been cleaned. The cost of renewal shall be borne by the General Contractor.

15400 Plumbing

According to applicable plumbing codes as shown on drawings.
All piping to be PVC or PEX.
All under slab domestic water piping to be copper, PVC or PEX approved for under slab installation.
Hot water system to be Gas on demand type, Rinnai or approved equal, Energy Star rated

1.06 PIPING

1. Provide pipe sleeves through masonry construction, and install escutcheon plates around exposed piping in all rooms. Provide vented pipe sleeves for under slab gas pipes unless not required by Code.

2. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV in accordance with Residential Standards CS272-65 or ASTM Standards D2665-68.

3. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.

4. Above slab cold water and hot water piping shall be PVC or PEX. Below slab cold water piping shall be type "K" soft copper tubing, PVC or PEX installed per manufacturers requirements.

1.07 PIPING PLACEMENT

1. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.

2. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.

3. Soil Pipe: Support to firm earth below floor slabs.

    1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.

    2. Connections to vertical soil pipe to all connections in horizontal soil pipe to be made by "Y" fittings.

    3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined (even if final connection is specified under another section).

4. Vent Pipes:

    1. Main soil pipe stacks to be extended up through the building full size with increaser through roof per code.

    2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.

    3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.

5. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.

    1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.

    2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.

    3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

1.08 WATER PIPING

1. All water piping, unless otherwise shown or specified shall be PVC, Schedule 40 or PEX (Cross-linked polyethylene piping.) Install each per manufacturer's instructions. It shall be clean, round, straight, and true to size, free from flaws and other defects.
2. All fittings shall be PVC. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then bonded with appropriate pipe cement.

2.02 GAS PIPING

1. All piping above grade shall be Schedule 40 black steel ASTM 120. Fittings shall be 150-pound black malleable screw pattern for all sizes 2" and smaller. Under slab piping shall be placed in vented sleeve unless Code does not require venting.

2. All piping shall be installed in accordance with NFPA recommendations and the Southern Standard Gas Code complete with all necessary appurtenances.

3. Horizontal piping shall grade with a slope of 1" on 40 feet-0" to drip legs at all low points as required. Drips shall be provided at all low points and at bottom of risers. Drips shall be same size as the piping where installed and shall be a minimum of 12" long. Use ground joint unions in all screw piping joints.

4. Provide standard testing procedures for piping.

2.03 UNIONS

1. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.

2. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.

3. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.

4. Unions connecting dissimilar metals shall be dielectric type.

2.04 VALVES AND COCKS

1. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.

2. Angle or straightway chromium plated stops on the supplies to all fixtures accessible from the same room in which the fixtures are located.

3. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.

4. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:

    1. Gate valves I/2" to 3" = S-111.
    2. Ball valves 1/2" to 2" = S-585.
    3. Check valves I/2" to 3" = S-413W.

2.05 THERMAL INSULATION WORK

1. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finished, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.

2. All hot and cold water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.

3. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.

4. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.

5. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

2.06 FLOOR, WALL, AND CEILING PLATES

1. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

2.07 PLUMBING FIXTURES AND EQUIPMENT

1. Provide roughing-in for and connect to supply lines, waste and vent lines, all equipment, fixtures, drains, etc., specified herein or in other sections of the specifications which require such connections.

2. Provide stops in hot and cold water connections to each fixture, equipment items, etc. Where not otherwise specified, stops shall be same as specified hereinbefore for ball valves. Provide deep escutcheon on all sinks and lavatories where waste pipe goes into wall. Anchor all supplies from wall securely within wall construction.

3. Provide stops for all fixtures. Traps for all fixtures shall be 17- gauge chromium plated brass.

4. Plumbing fixtures shall be equal to American Standard, Crane, Kohler, or Eljer, or approved equal.

5. Faucets shall be lead free, code compliant, and certified to NSF Standard 61, Section 9.

6. Plumbing fixtures shall be as shown on drawings.

7. Floor Drains (All Locations): Zurn ZN-415 Series with nickel bronze top and flashing collar. Floor drains shall be provided with trap primer tap as indicated on plans. Floor drain traps and horizontal piping above finished areas used for a/c condensate drainage shall be insulated with 1" thick blanketed insulation.

2.08 CLEANOUTS

1. Provide cleanouts in sanitary piping at all changes in direction at ends of branches, at intervals not exceeding 40' on straight runs, and elsewhere as shown. Cleanouts shall be full opening type completely accessible. Size same as lines in which they occur, but not larger than 4". Tees and extensions shall be of same weight as pipe. Plugs shall be countersunk type.

2. Outside cleanouts to grade shall be brought up flush with finished grade and installed in 12" x 12" x 6" concrete pad, cleanout plug shall be countersunk.

3. In Outside Line: PVC cleanout tee with PVC plug. Terminate at grade or pavement in 18" x 18" x 6" concrete pad with tooled edges.

4. In Finished Walls: PVC cleanout tee with PVC plug and wall plate cover.

2.09 TANKLESS WATER HEATERS

1. Heater shall have two heating modules. Element shall be replaceable cartridge insert. Unit shall have a replaceable filter in the inlet connector. Heater shall be fitted with 1/2" diameter compression nuts and sleeves. Maximum operating pressure shall be 150 psi. Heater shall be compatible with pre-heated water feed.

2. Water heater shall be equal to Rinnai and shall be residential gas type as indicated. Must be Energy Star rated. Verify voltage from electrical plans. Provide thermostat for control.

PART 3 - EXECUTION

3.01 COMPLETION OF WORK

1. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

3.02 TESTING

1. General: Test shall conform to local code requirements.

2. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.

3. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

3.03 DISINFECTION

1. Disinfect all domestic water piping in accordance with local health department guideline.

Division 16 - Electrical

16011 According to applicable codes as shown on the drawings.

GROUNDING

1. Provide grounding and bonding systems in strict accordance with the latest published edition of N.E.C., except where more stringent requirements are specified herein. Interconnection of neutral and ground is not permitted except at service entrance equipment. Install grounding conductors to permit shortest and most direct path to ground. Concealed joints shall be made by Cadweld method. Where grounding conductors are in raceway, bond conductor and raceway at both ends. Grounding and bonding fittings used shall be UL listed and be compatible with metals used in system. Sheet metal type strap are not acceptable.

2. Service entrance ground electrode system shall consist of driven electrodes, connection to water piping, and building grounding grid, as required by NEC Article 250-50. Unless otherwise shown on drawings, each driven electrode shall consist of one 3/4 inch diameter 10 ft. long copperweld steel rod. Rod made of wrought iron may be used in lieu of copperweld at option of contractor. Water pipe connection shall be made to a minimum one inch diameter metallic cold water pipe. Extend grounding conductor to main telephone equipment space. Interconnect conduits entering and leaving service entrance equipment using grounding bushing and copper.

3. The panelboards and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of NEMA and UL as follows:

   a. UL 67 -- Panelboards
   b. UL 50 -- Cabinets and boxes
   c. NEMA PB1
   d. Fed. Spec. W-P-115C
   e. Circuit breaker -- Type I class I

4. Wiring shall be copper conductor with non-metallic sheath (NM) over multiple conductors.

WIRING DEVICES

1. Colors: Wiring device and wall plate colors shall be white.

2 Receptacles: Duplex receptacles shall be specification grade, 15 amps,125 volts with grounding terminal. Color to be selected by architect.

3. Switches: Switches shall be specification grade, 15 amps, 120/277 volts A-C only, single pole, three-way or four-way as shown, single throw with screw terminals arranged for side wiring.

4. Device Plates: Shall be of the constructed of polycarbonate.

5. Ground Fault Receptacles: Furnish and install receptacles with ground fault circuit interrupters as indicated on plans. Receptacles shall be NEMA 5-20R configuration with 120V ac 15 amperes circuit rating. All receptacles shall be such depth as to permit mounting in outlet boxes 1 1/2" or greater in depth without the use of spacers. Units shall have line and load terminals such that connection to load terminals will provide ground fault protection for other receptacles. All receptacles shall accept standard duplex wall plates. All receptacles shall be noise suppressed and shall be UL listed.

16510 Lighting

1. Field verify all outlet locations and switch locations. Provide telephone cabling and cable TV wiring.

   Smoke detection: Provide smoke detectors per code. Provide carbon monoxide detectors per code.

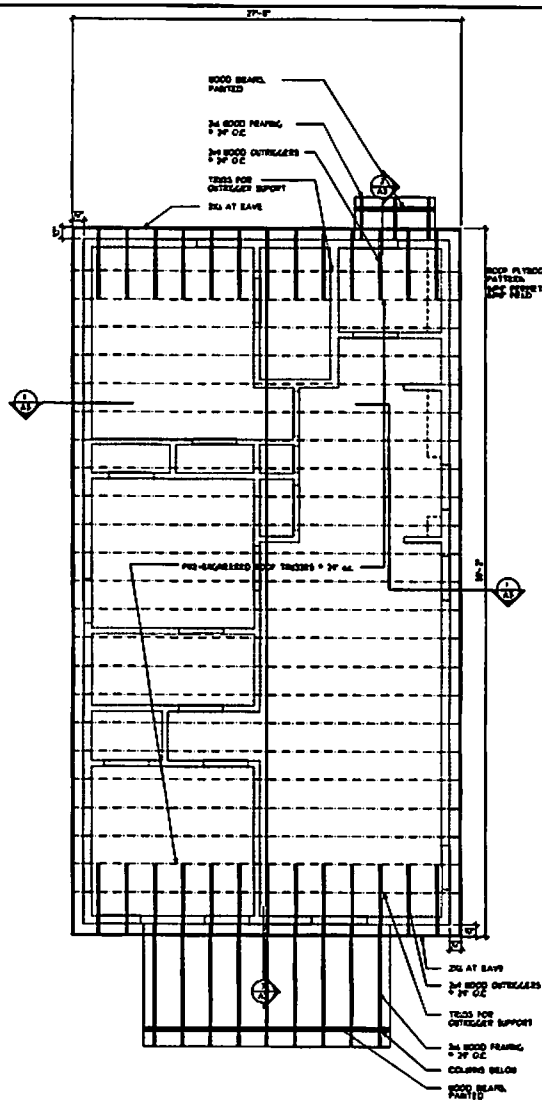
   Provide wired, cleaned, and with lamps specified, all fixtures designated on drawings. Contractor shall verify the ceiling construction for correct trim and support arrangement of lighting fixtures; corrosion resistant plaster frames are required in plaster ceilings. Shop drawing submittals shall consist of properly identified copies of manufacturer's catalog pages showing all features and accessories specified.

2. Lighting Schedule:

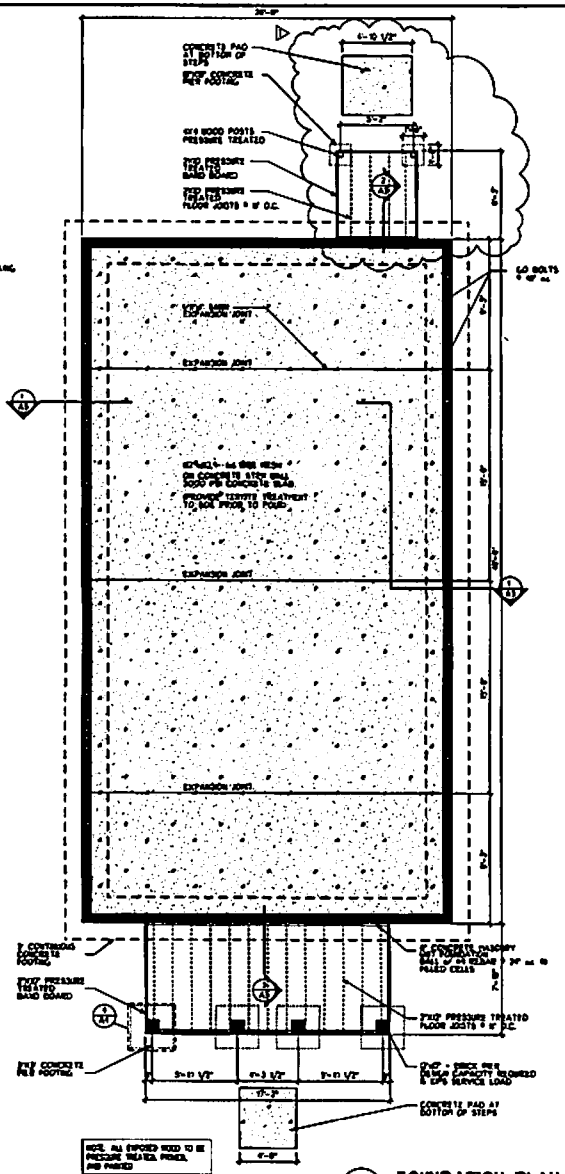
   Recessed LED: Commercial Electric Model # CER6730DWH40
   Porch Light: Hampton Bay Model # BPP1611-BLK
   Wall Sconce: Hampton Bay Model # X124501
   Pendant Light: Progress Lighting Model# P5096-09
   Chandelier: Commercial Electric Model # HON8913A
   Exhaust Fan/Light: Nutone Model # XN50L
   Ceiling Fan: Hunter Model # 59246

3. Secure mounting and support of all lighting fixtures shall be accomplished under this section of these specifications. Lighting fixtures shall be installed plumb, square, and level with the ceiling, wall, and in alignment with adjacent lighting fixtures. Mounting heights indicated shall be to the bottom of the fixture for ceiling-mounted fixtures and to center of fixture for wall-mounted fixtures.

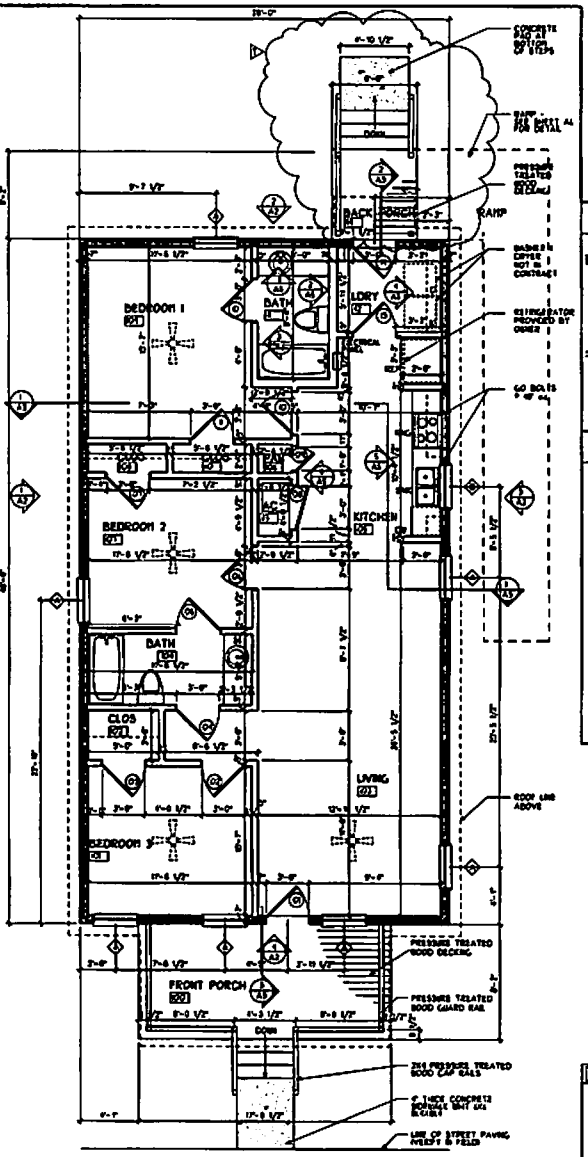
END OF OUTLINE SPECIFICATIONS



FRAMING PLAN
1/4" = 1'-0"



FOUNDATION PLAN
1/4" = 1'-0"



FLOOR PLAN B
1/4" = 1'-0"

Quinn Grundhoefer Architects

WALL LEGEND

EXTERIOR WALL
FIBER CEMENT BOARD HORIZONTAL SIDING, OR FIBER CEMENT BOARD & BATTEN OR BUILDING GRADE OSB 1/2" PLYWOOD SHEATHING ON 2x6 STUDS w/ 3 1/2" BATT INSULATION. 7" NOMINAL THICKNESS

INTERIOR PARTITION 1/2" GYPSUM BOARD ON BOTH SIDES 2x4 STUDS, UNLESS OTHERWISE NOTED. 5" NOMINAL THICKNESS

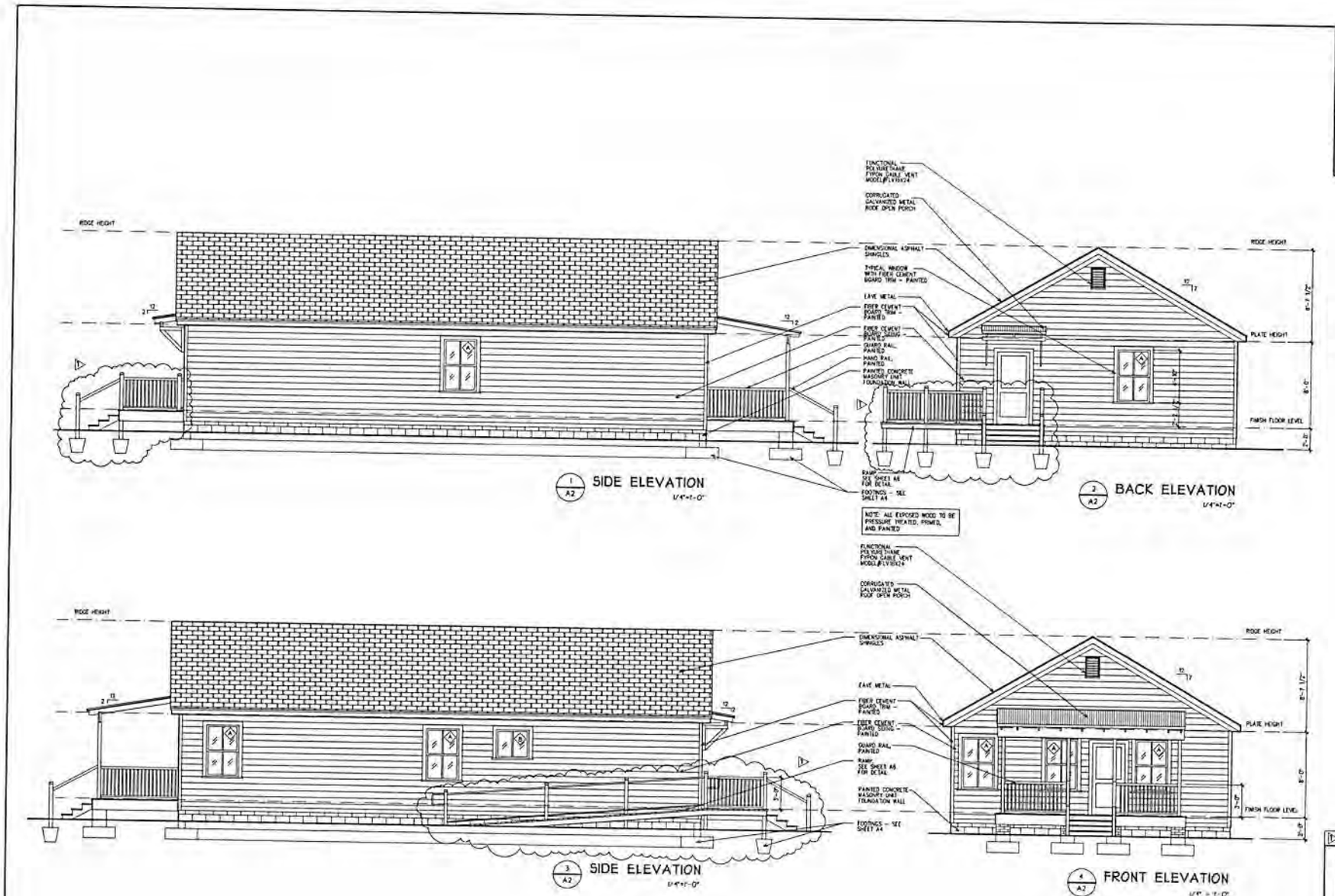
GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD OR TO CENTER OF COLUMNS, DOORS, OR WINDOWS.
2. HEADERS OVER EXTERIOR WALL OPENINGS TO BE (2) 2x10's TYPICAL, U.N.O. TYPICAL REAR ON DOUBLE STUDS.
3. ALL WINDOW SIZES INDICATE ROUGH OPENING.
4. TYPICAL INTERIOR TRIM TO BE PAINTED w/ BASEBOARD 1 1x4 DOOR & WINDOW CASING.
5. CLOSETS TO BE OUTFITTED w/ ONE CHROME ROD & ONE 12" WIDE SHELF.
6. SEE ALTERNATE #1 PROVIDE 7' VINYL BLINDS WHITE ON ALL WINDOWS

1	09-01-17 Permit Submittal

Project
Alger-Sullivan SHIP Housing
410 Pensacola Street
Century, Florida

Date: 09-01-17
Sheet No.: House 416
Project No.: 1816
A1



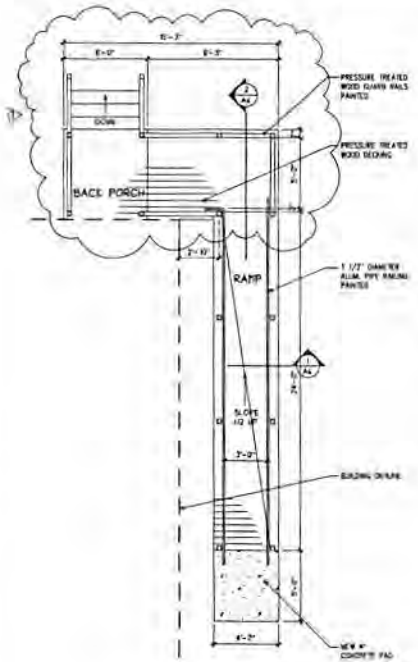
EXTERIOR COLOR PALETTE:
SIDING- TANQUIO BLUE SW 6226
TRIM- CLASSIC LIGHT BUFF SW 0050
CMU STEM WALL- NEEDLEPOINT NAVY SW 0032
ASPHALT SHINGLE- SLATE GREY
WINDOW SASH- WHITE
RAILINGS- WHITE
FRONT DOOR- NEEDLEPOINT NAVY SW 0032

10-19-17 Ramp Railing

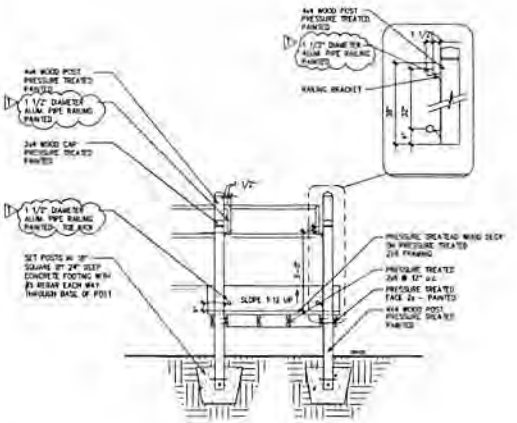
Project
Alger-Sullivan SHIP Housing
416 Front Street
Century, Florida

Date: 09-01-17
Sheet No. House 416
Project No. 1816
A2

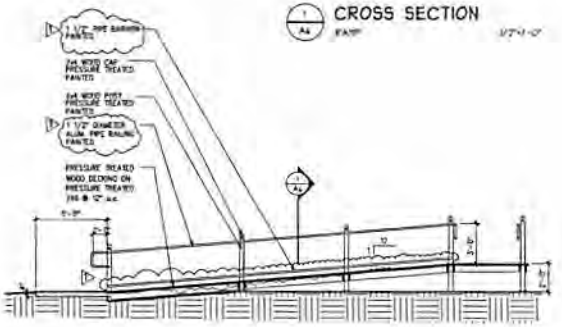
Quina Grundhoefer Architects
400 West Romana Street Pensacola, FL 32502
850 433-5195 Fax 850 473-5360
E-mail qga@quinaarchitects.com



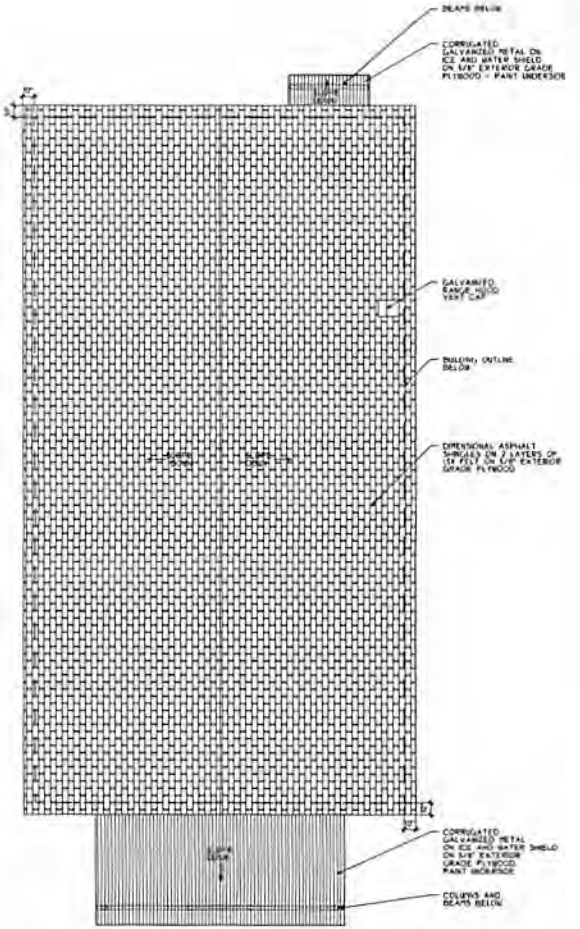
1/A1 PLAN
RAMP



1/A1 CROSS SECTION
RAMP 1/2"=1'-0"



2/A1 LONGITUDINAL SECTION
RAMP 1/4"=1'-0"



ROOF PLAN
1/4" = 1'-0"

Quinn Grundhoefer Architects

1	10-31-17 Permit Revision

Project
Alger-Sullivan SHIP Housing
416 Forest Avenue
Lynnhaven, Florida

Date: 09-01-17
Sheet No. House 416
Project No. 1816
A6

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, 223 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 presents.

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 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:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

_____

_____
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: _____

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, 223 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)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the 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 pond 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 agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

_____

_____
Witness

_____
Witness

SURETY:

_____
(Printed Name)

_____

_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____
Witnesses

_____

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

EXHIBIT C

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____
Date: _____

Homeowner(s): _____
Address: _____

The following changes to the above contract are hereby made based upon the following justification:

Change order scope of work (or attach specifications as necessary):

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date:

_____
Homeowner Signature

_____
Print Name: Date:

NEIGHBORHOOD ENTERPRISE DIVISION

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date:

_____
Firm Name

3 Originals: Homeowner, Contractor, File

EXHIBIT D

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority personally appeared this day the undersigned _____ who after being first duly sworn, deposes and says of his or her personal knowledge the following:

That heretofore, _____, as "OWNER," and _____ as "CONTRACTOR," entered into a certain agreement whereby the undersigned contracted to rehabilitate for owner a dwelling upon the following described land situate, lying, and being in the County of Escambia, State of Florida, more particularly described as follows:

This affidavit is executed by the CONTRACTOR in accordance with Section 713.06 of the Florida Statutes for the purpose of obtaining final payment from the OWNER/Owner's Agent in the amount of $_____.
All work to be performed under the contract has been fully completed, and all lienors under the contract have been paid in full, except the following listed lienors (if none, so state in both columns):

NAME OF LIENOR:	AMOUNT DUE:

That the undersigned has in no way assigned, pledged, or hypothecated said contract, or any amount or amounts due or to become due hereunder, or in connection therewith, and gives this affidavit, inter alia, to induce final acceptance and payment of the above described project.

FIRM: _____
By:

_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ **day of** _____, **2017**, by _____, as _____ of **Design Home Builders, Inc.** who is personally known to me, or provided _____ as identification and who did/did not take an oath.

_____
Notary Public, State of Florida
My commission expires: _____

[SEAL]

Commission No.: _____

SHIP SUBSTANTIAL REHABILITATION/
RECONSTRUCTION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between William R. Coker (hereinafter referred to as "Owner"), and Emerald Coast Constructors, Inc. (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Substantial Rehabilitation/Reconstruction Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 403 Front Street, Century, FL 32535 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

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 an amount not to exceed the total sum of **$ 114,060.00 (base bid of $113,000 plus alternate #2 addition of $1060)** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. The County shall issue payments to the Contractor as follows:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

Contractor may request payments by the submission of a properly executed original invoice submitted to NED with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

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.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *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.

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.

Pursuant to §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 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **one hundred twenty (120) calendar days** from the Commencement Date specified in the Notice to Proceed. Work will be fully complete within **one hundred thirty-five (135) calendar days** from the date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project 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. Contractor may also be liable for Owner's moving and storage damages, if applicable.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents and as evidenced by a Certificate of Occupancy, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the performance of the work as a result of the Owner's unreasonable interference or other 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/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the 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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. **Project Site Protection**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, 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 performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work.*" If required by County, Contractor shall either cure 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. 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.

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 work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, 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.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar 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 possession 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 Section. 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 Agreement, 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 15. Termination.

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) 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 (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the 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.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right

to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

If 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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☒ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall timely vacate the premises prior to the Commencement Date of the Project. The Owner shall at all times cooperate with the

Contractor and County to facilitate the performance of the work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. **Dispute Resolution.** Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. **Public Records.** The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. 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.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, 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.

Section 29. **Assignment.** 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.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	William R. Coker	Robert Zimmerman
Neighborhood Enterprise Division	403 Front Street	Emerald Coast Constructors, Inc.
221 Palafox Place, Suite 200	Century, FL 32535	56 S. Alcaniz Street
Pensacola, FL 32502		Pensacola, FL 32502

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor 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.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** 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.

Section 34. **Severability.** 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.

Section 35. **Headings.** 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.

Section 36. **Authority.** 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Emerald Coast Constructors, Inc. 56 South Alcaniz Street Pensacola, FL 32502	**Name, Address, City, State, Zip:** William R. Coker 403 Front Street Century, FL 32535
FL and County License No.: CGC1511381	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 11/1/17	**Date of Acceptance:**

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/4/17

EXHIBIT A

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION NUMBER PD 16-17.097
BIDS WILL BE RECEIVED UNTIL: 3:00 PM, CDT, November 01, 2017
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

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing on, **October 17, 2017 at 2:00 PM, CDT.**

Board of County Commissioners

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

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:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

Pursuant to FS255.0991 the local preference is not included in this solicitation.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
SPECIFICATION PD 16-17.097

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer and Bid Form (with original signature)
- Bid Surety (bond, check, etc.)

The following documents should be returned with bid

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(s), Certification(s) and/or Registration(s)
- Public Records Exemption of Building Plans

Before you submit your bid, have you:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

The following submittals are required upon notice of award:

- Certificate of Insurance
- Payment and Performance Bonds

How to Submit a No Bid:

- If you do not wish to bid at this time, please remove the bidder solicitation, offer and award form from the bid solicitation package and enter no bid in the **"reason for no bid"** block, your company's name, address, signature, and return the bidder solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.
Do not return with your bid.

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING
PD 16-17.097

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Bid Alger-Sullivan SHIP Replacement Housing

Solicitation Number PD 16-17.097

Solicitation

MAILING DATE: October 02, 2017
PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 2:00 PM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, November 01, 2017, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Delivery Date will be _____ days after receipt of purchase order

Terms of Payment _____

Bid Bond Attached:
$ _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

_____
(Name and Title of Person Authorized to Sign Offer)

*_____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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 the bid/proposal being rejected as non-responsive.***

Bid Form

BASE BID SET 1: **Total:** _____ $ 0.00

1a. 300 Front Street Base bid: _____

1b. 307 Front Street Base bid: _____

1c. 403 Front Street Base bid: _____

BASE BID SET 2: **Total:** _____ $ 0.00

2a. 402 Front Street Base bid: _____

2b. 407 Front Street Base bid: _____

2c. 416 Front Street Base bid: _____

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

3a. 300 Front Street Alternate: _____

3b. 307 Front Street Alternate: _____

3c. 403 Front Street Alternate: _____

3d. 402 Front Street Alternate: _____

3e. 407 Front Street Alternate: _____

3f. 416 Front Street Alternate: _____

Alternate #2: The construction of a concrete parking pad and drive as shown on site plan. ADD the following amounts to Base Bids:

4a. 300 Front Street Alternate: _____

4b. 307 Front Street Alternate: _____

4c. 403 Front Street Alternate: _____

4d. 402 Front Street Alternate: _____

4e. 407 Front Street Alternate: _____

4f. 416 Front Street Alternate: _____

Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300, 407 and 416 Front Street. DEDUCT the following amounts from Base Bids:

5a. 300 Front Street Alternate: _____

5b. 407 Front Street Alternate: _____

5c. 416 Front Street Alternate: _____

Alternate #4: The installation of 1" vinyl blinds (white) on all windows. ADD the following amounts to Base Bids:

6a. 300 Front Street Alternate: _____

6b. 307 Front Street Alternate: _____

6c. 403 Front Street Alternate: _____

6d. 402 Front Street Alternate: _____

6e. 407 Front Street Alternate: _____

6f. 416 Front Street Alternate: _____

PD 16-17.097, Re-Bid Alger Sullivan SHIP Replacement Housing

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 _____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____
Expiration Date:_____

County Permits/Fees required for this project:

Escambia County $800.00
Town of Century Land Use Certificate, fee waived by Town of Century

Person to contact concerning this bid:

Name: _____

Phone: _____

Email: _____

Person to contact for emergency service:

Name: _____

Phone: _____

Email:_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the date of Notice to Proceed. The Bidder agrees to fully complete all work included above within **One Hundred Thirty-Five (135) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Hundred Fifty Dollars ($150.00) be assessed for each day that completion of the project is delayed.**

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Percent (5%) of the Base Bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
https://myescambia.com/our-services/purchasing

Paul R. Nobles
Purchasing Manager

RE: PD 16-17.097 Juvenile Detention Center Corridor Addition

To the Escambia County Office of Purchasing

We hereby acknowledge and certify that our company has returned with our bid, the CD and any copies of the plans and specifications relative to this project. We understood that when we received the information that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 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://dos.myflorida.com/sunbiz/search/
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 16-17.097, "Re-Bid Alger Sullivan SHIP Replacement Housing"
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:

A. 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.

B. 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 cancelled.

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.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. **Project Narrative**

The work includes the construction of six new single story homes on parcels owned by qualified SHIP participants with funding for the new homes through a program with Escambia County. The homes have been designed to reflect the original historic character of the previous homes that were damaged in a tornado. There is a two-bedroom and a three-bedroom unit.

Location: 300, 307, 402, 403, 407 and 416 Front Street
Owner: Escambia County Board of County Commissioners

3. **Award**

The County will award Base Bid Set 1 and Base Bid Set 2 to the lowest and most responsive bidder for each set. To be awarded both Base Bid Set 1 and Base Bid Set 2, the contractor must be the low bidder on each Group, must be able to secure required County bonds and insurance, and must be able to proceed on all six properties at one time. If contractor cannot bond and proceed with all six jobs, the County will award Base Bid Set 1 to the original low bidder and Base Bid Set 2 may be awarded to next lowest, most responsive bidder.

DRAW SCHEDULE/PAYMENT PROCEDURES:

Draw 1: Foundation Complete (permits, site work, footings, foundation)—10%

Draw 2: Rough-In Complete (wall and roof framed and sheathed, subflooring, interior walls framing, subflooring, roof complete, siding complete, windows and exterior doors, rough HVAC, plumbing, electrical)—40%

Draw 3: Substantial Completion. (Certificate of Occupancy)—40%

Draw 4/Final: Completion of all punch list items, provision of warranty paperwork to County, sign-off by Owner, Contractor's Final Payment affidavit—10%

If bids exceed SHIP program maximums, the County may elect to partner with the Town of Century's CDBG program to cover total job costs in order to proceed

4. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer. The surety amount should reflect the total bid being submitted by the Contractor with regard to Base Bid Sets 1 and 2. **Bidding on Base Bid Sets 1 & 2 does not require separate sureties.**

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.

5. **Performance and Payment Bonds**

The County **shall** 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.

6. **Questions**

Questions may be directed Jeffrey Lovingood, Purchasing Specialist, Phone: (850) 595-4953 or e-mail: JDLovingood@myescambia.com.

Written questions must be received no later than 5:00 p.m. CDT, October 23, 2017.

7. **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.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

8. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room 11.407, at 213 Palafox Pl, Pensacola, FL 32505, on October 17, 2017 at 2:00 PM CDT.

9. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **One Hundred Fifty Dollars ($150.00)** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **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

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.

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. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **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.

16. **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.

17. **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.

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**

A. 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. A Best Rating of "A" or better is "preferred"; however, other ratings of "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 Sub-Contractor(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 Sub-Contractor obtain and maintain until the completion of that Sub-Contractor'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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. **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.

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.

F. **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.

G. **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 and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

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: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Phone: 850-595-4953

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.

H. Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **120** calendar days
Fully Complete and ready for Final Inspection in **135** calendar days
*B. Liquidated Damages at **$150.00** for each calendar day
Section 6
Section 7 *A. Neighborhood & Human Services
221 Palafox Place
Pensacola, FL 32502
Attn: Meredith Reeves
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **One (1)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

EXHIBIT H

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

WORKING DRAWINGS / PLANS PREPARED BY ARCHITECT

See Working Drawings Folder on CD Rom

EXHIBIT I

RE-BID ALGER SULLIVAN SHIP REPLACEMENT HOUSING

SPECIFICATION PD 16-17.097

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 16-17.097 Re-Bid Alger-Sullivan SHIP Replacement Housing

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for the updates which follow on the next page. The documents included with Addendum Number 1 contained errors so all documents have been updated and are being re-issued here. Please disregard Addendum Number 1.

This Addendum Number 2 is furnished to all known prospective bidders. Bidders can either sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same, or receipt of the Addendum can be acknowledged on the Bid Form in the space indicated. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Enc.

August 8, 2017

Ms. Meredith Reeves
Division Manager
Neighborhood Enterprise
Escambia County, Florida

SUBJECT: Addendum to Report of Geotechnical Exploration
Proposed Front Street Residences Rebuild
Escambia County, Florida
LMJ File #: 16-258

Dear Meredith:

This letter forwards additional comments for the subject project. We understand that the allowable bearing pressure for this project is 750 psf or less. Based on this, the recommended level of compaction immediately beneath the footings can be reduced from 98% to 95% of the Modified Proctor Test (ASTM D1557) density for a minimum depth of 12 inches below the footings.

Based on a review of the borings, the soil density at footing levels was erratic. Some footings may be able to be supported on firm undisturbed soils, and some footings may require over-excavating 1-2 feet with the native soils backfilled in compacted lifts to 95% of the Modified Proctor Test (ASTM D1557) density in order to achieve compaction on the soils immediately beneath the footings.

We recommend that LMJ evaluate the footings at the time of construction on a case-by-case basis to determine the amount of compaction needed and if any over-excavation is needed to achieve this compaction. We also recommend obtaining a unit rate for over-excavating the native soils and placing them in compacted lifts if needed during construction.

We hope that this letter provides sufficient information for your current requirements. If you have any questions or comments, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.



Keith V. Jacobs, PE
Principal Engineer
Florida Reg. #66577

C: Mr. Carter Quina, AIA
Via email: cquina@ggarchitects.com

I. **General:**

1. Site visits to verify the existing condition are encouraged.

2. The County understands the poor soil conditions for this project and enlisted geotechnical and structural engineers to design and engineer two foundation systems that respond to the poor soil conditions. The Architect and the Structural engineer will sign and seal drawings for permitting.

II. **Clarifications:**

1. **Project Manual:** See attached revised project manual dated October 20, 2017 that corrects all discrepancies between plans and specifications.

2. **Drawings:** See attached revised sheets for Unit 416. Sheet A1, A2, and A6 have been updated to reflect the ramp and back porch details.

   a. Refer to sheet A3 Cross Section and sheet A4 Wall Sections.

      1. Insulation over exterior soffit is not required. Insulation of gable end walls above the ceiling is not required. All insulation will be batt type, except that attic insulation may be blown.

      2. Center floor beam to be built of (3) 2 x 12s with ½" galvanized thru bolts at 12" o.c., staggered top to bottom.

      3. Floor decking to be ¾" tongue and groove plywood, nailed with 8d nails at 12" o.c.

      4. Roof sheathing may be either plywood or OSB and should be installed with H clips at seams per code. Roof sheathing at porches to be ¾ plywood.

      5. All walls studs are to be 2x4 in lieu of 2x6 where shown.

      6. Roofing felts may be two layers of 15# felts or one layer of 30# felt.

      7. Liquid applied water proofing is not required on stem wall foundation detail.

      8. All reference to interior trim to be wood, either 1x4 or Contractor's standard casing trim.

   b. Refer to sheet A2, Unit 416 only – See revised Back and Side Elevations showing ramp.

   c. Refer to sheet A5 Window and Door Schedule.

      1. Window A height to be standard window dimension, at least 5'-2", to comply with emergency egress requirements.

2. Exterior trim to be fiber cement. Interior trim to be wood, either 1x4 or Contractor's standard casing trim.

d. Refer to sheet A6 Ramp – See attached revised plan and section details. Only unit at 416 Front Street is to have the ramp constructed.

e. Refer to sheet A7.

1. Transfer grilles in ceiling are required over bedroom doors and are not intended for the non-insulated, vented attic space.

2. Floor drain in the mechanical closet may be eliminated if not required by Code.

MEMORANDUM

Date: October 17, 2017
Project: Alger-Sullivan SHIP Housing
Prepared by: Rubí Carrero
Purpose: To list architectural questions presented during the Pre-Bid Meeting on Oct. 17.

1. Will the floor insulation be foam or batt insulation? It was agreed at the meeting that it will be batt insulation.
2. Will the floor material be luxury vinyl plank or vinyl sheet? It was agreed at the meeting that the flooring will be the 12' roll of Armstrong Stratamax Flooring.
3. Will part 6 of Division 10 of the Specs, which asks to provide 1" blinds on all windows, be deleted since it is an alternate? It was agreed at the meeting that it will be deleted.
4. Does the design of the footings offset the need for demucking and dewatering or do these have to be factored into the price? Yes, the water table should be low enough and the foundation is designed for the poor soil condition.
5. Will the ductwork be galvanized steel according to the Ductwork Specs or Ductboard according to the drawings? Ductboard.
6. The Specs under part 4 of Control Operations require that all units be tested for (2) 8-hour days under the supervision of manufacturer's representative. Is this required even though it is not a requirement by the County? No.
7. The Specs under part 1 of Testing require that copies of all test reports be filed in duplicates to the physical plant. Is this required? No.
8. Are the insulation at the overhangs and the front and back wall of the attic and the ½" plywood gussets required even though the attic is vented? Will a ridge vent be added? Are the gas chases necessary or can they vent through the roof? Are vented sleeves needed? Are gable braces needed? (All questions relate to the change from a non-vented to a vented attic.) All modifications required to develop a functional vented attic will be done. No insulation in the soffits. No insulation in the gable ends above the attic floor. Nor ridge vents. Perforated vinyl soffits will be used. Gas venting will be allowed if Code compliant for residential installation.
9. The windows and doors at the bedrooms do not meet egress requirements, will this be modified? Yes. Height increased to Code compliance.
10. Can the plywood be replaced with OSB? It is acceptable to replace the plywood on the roof with OSB and keep the plywood on the porch roofs.
11. The galvanized metal will have penetrations due to the fasteners will that be a problem? Do the fasteners have to be painted? Penetration of fasteners per Code and paint.
12. Is the liquid waterproofing on the CMUs of the off-grade foundations required? No.
13. R13 insulation is the new code requirement. Will R13 insulation be used instead of R11 in the walls? Yes.
14. Will the 12x12 transfer grilles be replaced by transfer grilles at each bedroom? Yes, transfer grilles should be in bedrooms.

400 West Romana Street • Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

15. Will the back porch have guard rails? Only at 416 Front Street where the ramp is not optional. Where the ramp is optional, the guard rails are not needed but hand rails on each side of the steps are Code requirement and should be installed.
16. Is the ramp hand rail wood or metal? The handrails will be painted aluminum. Will the ramp include a toe kick and a mid-rail? Yes, it will have a toe kick, but not a mid-rail.
17. Will the utility box drain to the clean out to grade? Yes.
18. Will the roof have two layers of 15# felt? It was mentioned at the meeting that a 30# felt would suffice. Either option will be acceptable.
19. Will the kitchen cabinets be 40" tall or a standard 30"? Cabinet's size will remain 40".
20. Will the countertops have a wood edge trim on the perimeter as indicated on the Cabinet specs or will they be entirely plastic laminate? It was agreed on the meeting that it will all be plastic laminate.
21. Will the instantaneous water heater thermostat need a control? It was mentioned at the meeting that some of them already include a control. It should be provided as needed.
22. Do the flexible ducts need to be 8' long? No, they can be sized as required.

Outline Specifications

Project: **Alger-Sullivan SHIP Housing**
Century, Florida

Date: August 24, 2017 Revised October 20, 2017
Bid Date: See Purchasing Documents
Architect: Quina Grundhoefer Architects, P.A.
400 West Romana Street
Pensacola, Florida 32502
850-433-5575
cquina@qgarchitects.com

I. CONTRACTUAL CONDITIONS

The following contractual conditions will be included in the scope of the work:

A. General Conditions of the Contract for Construction
AIA Document A201

B. Form of Owner-Contractor Agreement for Construction - AIA B101

C. Certificate of Substantial Completion - AIA G702

II. TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

01010 Summary of Work

1. The project consists of several single story residential structures on single family residential building lots located on Front Street in Century. This is a State of Florida funded program to replace the historic homes that were damaged beyond repair by a tornado in 2016. The homes will be constructed on property owned by each qualified participant and a three-way contract between Contractor, Owner, and Escambia County will be executed for each property. There are two-bedroom and three-bedroom units to be constructed. Program of spaces include a living space, kitchen, pantry, laundry and closets.

2.

Two Bedroom unit:	1,040 sf
Covered porches:	Varies but approx. 200 sf
Three Bedroom unit:	1,261 sf
Covered Porches:	Varies but approx. 200 sf

3. The residence is to be primarily wood framed. Walls to be 2x4 wood studs with batt or blown insulation, plywood or OSB sheathing, building wrap, fiber cement siding

and brick piers on front porch. Some walls will receive brick veneer. The roof system is to be asphalt shingles on felts on plywood or OSB decking on pre-engineered roof trusses. Foundation A will be steel reinforced, cast in place concrete spread footings with concrete masonry perimeter stem wall. Foundation B will be wood floor joists with insulation and vapor barrier. The interior partitions are standard wood studs with gypsum wallboard, painted. The floor finishes will be luxury vinyl sheets. Ceilings to be painted gypsum board, orange peel finish. Interior millwork will be painted on paint grade fir or pine and various hardwoods, unless otherwise noted. A residential grade heat and air conditioning system will be installed. Gas and/or electrical appliances, including water heater to be provided by Contractor, except as otherwise noted. All utilities shall be provided with overhead service entry at house. Utilities are provided on the site and coordination for connections should be made with the various providers (telephone, cable, and electrical services). Water, sewer and gas is provided on the site and all tap fees have been pre-paid as these were previously occupied lots.

4. The building is classified as Single Family Residential according to the 2014 Florida Residential Building Code. It is the responsibility of each Contractor to assure that all parties responsible to him follow and respect this rules and regulations.

5. Provide all required building permits and insurance as required by contract. Verify all existing utility taps and contact venders before excavation. Insure complete adherence with all approved permits from such agencies as the local building department and comply with all Federal, State, County and Local building codes.

6. Temporary utilities, including water and power shall be provided by the Contractor. Portable toilets shall be provided by the Contractor.

7. Project meetings will be held when needed to include the County Neighborhood Enterprise Division (NED) staff and at least one site visit by Architect during construction.

8. Submittals shall be made for products other than those listed in specifications or drawings. Three copies to be submitted to County NED for review and approval.

9. Contractor to notify the Architect in writing of any errors, discrepancies or omissions in the Contract Documents. Contractor will be responsible for the results of any errors, discrepancies or omissions which the Contractor failed to notify the Architect of before construction and/or fabrication of the work.

10. BID Format: Refer to Escambia County Purchasing Department documentation.

11. Contractor will furnish the homeowner, c/o Escambia County NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract. Contractor will furnish a one year limited labor and material warranty to cover defects in materials and workmanship occurring from normal use.

01040 Project Coordination	Administrative requirements for coordination.
01090 Definitions and Standards	Terminology, trade names, codes and abbreviations.
01300 Submittal	Procedure for submittal.
01400 Quality Control Services	Quality Control, testing and inspections.
01500 Temporary Facilities	Services, facilities and support security.
01631 Product Substitutions	Procedure for handling substitutions.
01700 Project Closeout	End of Project Procedures.
01740 Warranties and Bonds	Special product warranties.

01030 – ALTERNATES

SUMMARY The alternate listed below is to include all costs associated with the work as described including general condition and administrative costs and contractors' overhead and profit.

1. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

3. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

4. Completeness: The contractor is to include as part of each Alternate, all miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not shown as part of the Alternate.

5. SCHEDULE OF ALTERNATES:

Alternate #1: The construction of a gravel parking pad and drive as shown on site plan.
Alternate #2: The construction of a concrete parking pad and drive as shown on site plan.
Alternate #3: A deductive price for the demolition of the existing homes shown on site plans for units at 300,407 and 416 Front Street.
Alternate #4: The installation of 1" vinyl blinds (white) on all windows.

Each alternate must be individually broken down by address number.

Division 2 - Site Work

02100 Demolition

1. Contractor to remove the existing single story wood frame residence if not already removed by other County Contractor. Remove all concrete slabs and foundations unless otherwise indicated on plans. Remove utility connections to a point of re-connection to the new residence. All debris is to be removed from the site and

properly disposed of according to local regulations.

2. Contractor to compact remaining soil to form the base for the new residence. Site to be prepared to receive new foundation and concrete slab as shown on drawings.

02200 Earthwork

1. Excavate for foundation as required. Where possible use clean excavated material for compacted fill in other areas of the work. Maintain side cuts to provide a safe work environment.

2. Prepare for slabs on grade, sidewalks, drives and pavement. Compact subgrade to 95% standard Proctor. Compact under new sidewalks to 95% standard Proctor. Prepare soils to receive landscaping and add top soil for planted areas. Refer to attached Soil Report prepared by Larry Jacob dated April 7, 2017 and Addendum to Report of Geotechnical Exploration dated August 8, 2017.

3. The Contractor shall provide all earthwork necessary to perform the work of the project including excavating, shoring, filling, backfilling, compacting and grading as shown on drawings. According to soil test, the water table is below the bearing level of the foundations. Foundations have been designed for soil conditions.

4. Soil testing has been provided by the County. During preparation of the soil the Contractor shall contact County NED for inspections, especially if unstable soils are uncovered. If additional evaluations are needed by the Geotechnical Engineer, the County will contract for such services.

02282 Termite Control

1. Engage a professional pest control operator and provide soil treatment for termite control.

Division 3 - Concrete

03300 Concrete Work

1. Poured in place walls, footings, slabs on grade, stairs and sidewalks: 3000 p.s.i. at 28 days, minimum thickness 3 ½". See drawings for size.
2. Reinforcement bars: per ASTM A615, grade 60.
3. Welded wire fabric: W1.4 x W 1.4 at 6" centers both ways or approved fibercrete.
4. Vapor barrier: 10 mill poly.
5. Provide all slabs for the placement of equipment.

Division 4 - Concrete Masonry Units

04200 Concrete masonry units and Face Brick

1. Standard concrete masonry units
2. Mortar: Type S or N per ASTM C270, color to be standard grey.
3. Reinforcement: Block ties at 16" on center vertically and 24" on center horizontally.

4. Lay block true, plumb and level per requirements of the Brick Institute of America (BIA).
5. Face brick to be Robinson Old Georgetown.

Division 5 - Metals

05500 Metal Fabrications (Where applicable.)

1. Steel units, shop fabricated miscellaneous metal.
2. Comply with American Institute of Steel Construction (AISC)
3. Materials: Structural steel shapes - per ASTM A36.
   Hot or rolled carbon steel sheets per ASTM A568 or A366.
   Flitch plate: 3/8" thick steel with pre-drilled holes for thru- bolts.

Division 6 - Wood and Plastics

06100 Rough Carpentry

1. For all rough wood framing, provide lumber meeting the requirements of WCLIB or WWPA:

   a. Lumber: Southern Yellow Pine No. 2 or better, or Douglas Fir with no more than 15% moisture content. Pressure treated where in contact with concrete.
   b. Plywood. APA performance rated panels, Product Standard PS-1.
      Sloped decks: 5/8" plywood with H clips @ seams. OSB may be used at Contractors option.
      Flat decks: 3/4" plywood with H clips @ seams.
      Sheathing: ½" plywood (8d nails at 6" perimeter and 12" field)
      Floor Decking: ¾" tongue and groove plywood (8d nails at 12" o.c.)
   c. For structural lumber to be exposed use no. 2 pine.

2. Provide all miscellaneous hardware, including fasteners for installation of rough carpentry.

06192 Prefabricated Wood Trusses

1. Comply with NFPA national Design Specifications and TPI Standards
2. Lumber: Provide lumber S4S, S-dry complying with PS20.
   a. Species: any softwood graded under NWPA, WCLB, SPIB or NLGA rules.
   b. Stress Rating: Fb - 1850 psi, E= 1,800,000 psi
3. Metal connector plates: Hot dip galvanized sheet steel, ASTM A446 Grade A
4. Trusses to be designed and certified by truss manufacturer's engineer. This is responsibility of Contractor to provide.

06200 Exterior Finish Carpentry

1. Finish carpentry to include the installation of running trim for window and door

casings, moldings, fascia board, wood brackets, columns and other miscellaneous details.

2. Materials: per AWI "Quality Standards"
   Wood species for exposed, unpainted surfaces: No. 2 pine or approved wood.
   Wood species for painted, protected surfaces: KDAT pine or fir, finger jointed paint grade. KDAT wood columns to be used for porches.
   Soffits: Perforated vinyl soffit installed per manufacturer's instructions.
   Porch ceilings: Painted plywood and exposed wood framing. Exposed fasteners to be painted.
   Siding: Siding to be "Hardi-board" Select Cedarmill or approved equal. Exposure to be 6 1/4". Verify siding choice with drawings.

06402 Interior Woodwork

1. Interior Woodwork to include casework, wood paneling, railing and decorative running trim. These may be Contractor's standard trim and casing in lieu of trim shown on drawings.
2. Materials: per AWI "Quality Standards."
   a. Surfaces of stained exposed wood to be as noted on the drawings.
   b. Wood trim to be painted to be fir or pine, paint grade, finger jointed.
   c. Particle board: ANSI A208.1
   d. Plywood: PS1, APA performance rated.

06405 Cabinets

1. Cabinets to be builder grade, natural wood finish paneled cabinet door and frame with builder grade hardware with satin nickel finish 2 1/2" wire pulls. Counter top and backsplash to be plastic laminate.
2. Set cabinets, shelves and countertops true level and plumb and secure to blocking in partitions.
3. Plastic laminate countertops and backsplash to be Wilsonart Standard Laminate. Color to be selected by Owner from the following:
   a. Kitchen
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Desert Zephyr 4841-60
      iii. Option 3: Twilight Zephyr 4845-60
   b. Restroom
      i. Option 1: White Tigris 4783-60
      ii. Option 2: Natural Cotton 4946-38

Division 7 - Thermal and Moisture Protection

07200 Insulation

1. Fire rated insulation products, tested per ASTM E84 for burn and smoke characteristics. Batt type insulation: kraft faced, fiber glass units, Flame spread 25 or

less, smoke developed 75 or less. 3 1/2" R13 for exterior walls; 10" R30 for ceiling/roofs. 6 ¼" R19 for floor installation. Mfr: Certainteed, Manville or Owens-Corning or approved equal. Blown insulation may be used in the attic spaces.

07600 Flashing and Sheet Metal

1. Flashing and Sheet Metal to include Metal Flashing and Counter flashing, Sheet Metal at concealed and exposed joints. (.32 white finished aluminum and 22 gauge galvanized as indicated on plans.)

07311 – Asphalt Shingles

1. 3-Dimensional Laminated Strip Shingle, UL Class "A": Mineral- surfaced, self-sealing, laminated multi-ply overlay construction fiberglass based strip shingle complying with ASTM D 3018, Type 1, and with ASTM D 3462. Provide shingles bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color as selected by Architect. **Timberline HD (25-year) by GAF Corp.**, or approved equal by one of the following:
   Manville Building Materials Corp.
   Tamko Corp.
2. Asphalt-Saturated Roofing Felt: Two layers of No. 15, unperforated organic felt, complying with ASTM D 226 Type I, 36" wide, approximate weight 18 lbs./square. One layer of 30# felt may be used at Contractor option.
3. Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.
4. Nails: Aluminum or hot-dip galvanized 11 or 12-gage, sharp- pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate 3/4" into solid decking or to penetrate through plywood sheathing.
5. Metal Drip Edge: Minimum .032" white finish aluminum sheet, brake-formed to provide 3" roof deck flange, and fascia flange as shown on drawings. Furnish in 8' or 10' lengths.

07312 – Metal Porch Roofs

1. Metal roof panels to be 26 gauge, galvanized, corrugated panel, 24" coverage installed with exposed fasteners as recommended by manufacturer. #12, 3/4" Kwik Seal, hot dip galvanized screws with rubber washers at 12" o.c. up the slope and 6" o.c. cross the slope.
2. Underlayment to be Grace Ice and Water Shield, or approved equal, installed per manufacturers recommendation.

07900 Joint Sealers

1. Provide joint fillers for interior and exterior applications.
   a. Exterior joints: Multi-part non-sag urethane, Type M, grade NS.
      Mfr. Peora Dynatrol II, Tremco Dymeric, Sonneborne NP2 or approved equal.
   b. Horizontal surfaces: Multi-part urethane:
      Mfr: Pecora Urexpan NR-200, Tremco THC-900 or equal.
   c. Interior exposed surfaces: Latex-Acrylic emulsion sealant per ASTM C834.
      Mfr: Pecora AC 20, Premco Acrylic-Latex 834 or equal.
   d. Mildew Resistant sealant: one-part silicone for around plumbing fixtures.
      Mfr: Pecora 863, Dow 786 or equal.

Division 8 - Doors and Windows

08212 Five Panel Hollow Masonite Doors

1. Provide Masonite hollow core five panel doors to comply with AWI Architectural Woodwork Quality Standards, of special design and construction.

08610 Doors and Windows

1. Provide vinyl windows as manufactured by Jeldwen or approved equal.
2. Exterior doors to be fiberglass as manufactured by Neuma, Jeldwen or approved equal. Door hardware to be provided by manufacturer.
3. Glass to be double insulated, impact resistant, as provided by manufacturer. Simulated divided lites as shown on drawings
4. Color to be white, unless otherwise noted.
5. All hardware, including latches, locks, screens and handles are to be included.

08710 Finish Hardware

1. Provide standard factory units, standard duty, residential grade hardware complies with the ANSI/BHMA standards.
2. Materials include locksets, butts, closers and door stops.
3. Finish: Satin Nickel
   Mfr: As provided by Exterior Door Manufacturer.
   All other hardware to be standard, Kwikset Tylo with privacy locks.

08800 Glass and Glazing

1. Provide flat and insulated, impact units, clear glass per FGMA requirements. Windows to be factory pre-glazed. Fixed frames to receive ½" or 5/8" insulated, impact glazed units - clear glass.

Division 9 - Finishes

09950 Vinyl Sheet Flooring

1. Vinyl Sheet: **Roll width 12'**as manufactured by Armstrong Flooring, StrataMax Best vinyl sheet installed per manufacturer's instructions. Pattern and color to be Distressed Hickory Sadle X3541.

09900 Painting

1. Painting includes exterior and interior applications. Three coat application per manufacturer's recommendations including one prime coat and 2 finish coats. Paint to be alkyd, Latex systems as recommended by Glidden, Sherwin Williams, Benjamin Moore or equal.

Division 10 - Specialties

1. Kitchen appliances are listed on the drawings. The appliances will be provided by the County

through a partnership agreement. Contractor to provide installation cost only in base bid.

2. Bathroom accessories are to include chrome shower bar, chrome toilet paper holder, 24"x30" mirror, and one 24" long chrome towel bar.
3. Provide house number of the size and placement to comply with US Postal Service standards. Install on wall above or next to front door.
4. Provide post mounted mailbox of the size and placement to comply with US Postal Service standards. Install along street for mail truck accessibility.
5. Provide builder standard coated wire shelving and install as shown on drawings.

Division 15 – Heating, Ventilation and Air Conditioning

PART 1 - GENERAL

DRAWINGS

1. The drawings for the Heating, Ventilating and Air Conditioning for this job are diagrammatic. The Contractor shall make his own measurements at the site and in the buildings during construction and install the systems as the work progresses in such a manner that the equipment, piping, conduit, panels, and ductwork will fit into the finished space provided maintaining headroom; and be neatly installed. All equipment and its interconnecting piping, ductwork, conduit, etc., shall be provided.

2. Due to differences between various manufacturers, it is not practicable to show exact dimensions of units, nor to show or specify all minor details of equipment. Contractor shall provide all valves, fittings and accessories as necessary for a complete installation, whether or not specifically mentioned or shown.

3. Equipment shall not be acceptable if operated in excess of the recommended and published ratings of the manufacturer.

TESTS AND GUARANTEES

1. After completion of his work, and when the building is ready for occupancy, this Contractor shall operate the air conditioning or heating system for a reasonable period to insure proper operation. During the tests, the Contractor shall adjust controls, outlets, etc.

HEAT PUMP OUTDOOR SECTION

1. Units shall be completely factory assembled, wired, and statically tested. Units shall be ARI certified and rated in accordance with ARI 240-77, Heat Pump Units.

2. Condenser coil shall be copper tube type with aluminum fins mechanically bonded to the tubes with a minimum tube size of 1/2" o.d. If all aluminum coils are provided, manufacturer shall provide five-year warranty for the coil.
3. Condenser fan shall be propeller type, vertical discharge with vinyl coated fan guard. Fan shall be electronically balanced to eliminate vibration and noise. Fan motor shall be direct drive, inherently protected with sealed ball bearings.
4. Compressors shall be designed for split system direct expansion use.
5. Compressors shall be sealed hermetic type with external vibration isolating mounts. Compressors shall have crankcase heaters to prevent oil dilution. Compressor section to contain filter drier and accumulator. Compressors shall have factory-mounted suction and discharge line service valves. Manufacturer shall provide five-year warranty on compressors and file warranty with Architect.

6. Controls shall be factory mounted and wired in an accessible enclosure within the compressor compartment. System controls shall have a fully automatic defrost cycle for heating operation. Safety controls shall consist of high-low pressure cut-out and compressor overload protection. Cabinet shall be set standard of quality in appearance and construction. Cabinet shall be of zinc coated sheet steel and finished with epoxy paint. Compressor section shall have a large access panel for ease of service.
7. Unit shall have capacities as per schedule on drawings and shall be Trane, Carrier, Lennox, or equal. SEER and HSPF shall meet minimum requirements of heat pump unit schedule on the drawings.

2.02 AIR HANDLING UNIT (INDOOR SECTION)

1. Unit shall be completely factory assembled with direct expansion coil(s), insulated drain pan, fan and filter section complete with disposable 1" thick filters. Units shall be designed for horizontal mounting as shown on the plans.

2. Evaporator coil for air handling units shall be direct expansion. Refrigerant type shall be refrigerant 410A. Coil shall consist of copper tube with aluminum fins mechanically bonded. Thermal expansion valves shall have bypass line and check valve installed for heat pump use. Minimum tube size shall be 1/2" o.d.

3. Evaporator fan shall be forward curved double inlet mounted on a common shaft with permanently lubricated ball bearings. Fan shall be statically and dynamically balanced for smooth operation. Evaporator fans shall have V-belt drives with adjustable pitch pulley or direct driven fans with multiple speed taps for adjustment.

4. Cabinet shall be constructed of hot dip galvanized sheet steel a minimum thickness of 18-gauge. Interior panels and top shall be covered with insulation to prevent heat gain and noise transmission. Drain pan shall be coated to prevent condensation and corrosion.

5. Filter shall be of standard size throwaway and not less than 1" thick. Filter section shall be accessible from side of unit. Provide proper clearances for filter removal as recommended by the manufacturer.

6. Units shall have capacity as per schedule on drawings and shall be Trane, Carrier, Lennox or equal.

7. Electric heaters shall be UL listed and factory installed as an integral part of the AHU (with timed defrost control).

2.04 CONTROL OPERATIONS

1. General space temperature shall be controlled by wall mounted thermostat located within the spaces as indicated on drawings. Thermostat subbase shall include a system selector switch (OFF-HEAT-AUTO-COOL) and fan switch (AUTO-ON) and be provided by the air conditioning equipment manufacturer.

2. Wiring: All control wiring external to the air conditioning equipment shall be installed by the control sub-contractor under the direct supervision of the HVAC subcontractor.

3. Note: All wiring required for equipment operations shall be by the electrical contractor. This Contractor shall also provide all conduits as required for control wiring.

2.05 DUCTWORK

1. The sizes, runs, and connections of ducts shall be as indicated. Adhere to drawings as closely as possible. The right is reserved, however, if required to meet structural or other interferences, to vary run and shape of ducts and offsets during progress of work, at no extra cost to the Owner. Ductwork specified herein shall have rectangular cross section, unless otherwise indicated.

2. Materials - Methods of Construction: Details of construction and materials not specified herein shall be in accordance with SMACNA Low Velocity and ASHRAE "Guide" recommendations. Fabricate ductwork in workmanlike manner with airtight joints presenting smooth surface on inside, neatly finished on outside. Seal all duct joints airtight with approved tape or mastic before insulation is applied. Construct ductwork air extractors, spin-in taps with air scoops, turning vanes, splitter dampers, etc., to ease air flow and balancing of air. The joint between the trunk duct and any air extractor or spin-in tap shall be sealed with approved tape or mastic. Unless otherwise indicated, where square elbows have to be used, provide fixed deflectors. Construct, brace and support ducts in manner that they will not sag or vibrate to any perceptible extent when fans are operating at maximum speed and capacity.

3. Flexible ductwork shall be equal to Thermaflex Type M-KB with 1"-1 lb. density insulation (minimum "R" value = 6) with metalized film vapor barrier, and conform to UL-181 as a Class I duct.

4. Duct board shall be equal to Owens Corning QuietR Duct Board, a rigid resin bonded fibrouse glass board with damage resistant, fire retardant, reinforced aluminum foil (FRK) facing, with a double matt air stream surface. Install and cover joints according to manufacturers recommendations.

2.07 REFRIGERANT PIPING

1. Piping shall be type "K" hard drawn copper, ASTM Spec. B280, and shall be mill cleaned, dried, and capped. Fittings shall be extra heavy wrought copper in accordance with ANSI B9.1 with joints soldered using a high content silver alloy solder. Insulate refrigerant suction line with 3/4" wall foamed plastic insulation slipped over tubing and all joints thoroughly sealed. Paint insulation with two coats of acrylic protective paint where insulation is exposed to weather. Protect insulation with metal saddles and shields at all hanger points.

2.08 DAMPERS

1. Provide splitter and deflecting vanes for control of air volume and direction, and for balancing system where indicated, specified, directed or required.

2.09 GRILLES AND DIFFUSERS

1. All grilles to be standard prefinished white metal or vinyl.

PART 3 - EXECUTION

3.01 TESTING AND BALANCING

1. The heating and ventilating subcontractor shall verify the capacities of each grille, register, and equipment opening as determined by the test after final adjustments have been made with a notation for the final setting and average velocity through each outlet as determined by readings of a velometer taken at several points at the face of the register or opening. Air delivery through supply outlets shall be considered equal to that quantity as published in the manufacturer's tables. Return air through return air grilles shall be considered as equal to the product of the velometer velocity and effective area of the register.

2. Thermostats for the air conditioning equipment shall be provided as part of that equipment, and connected up by the electrical subcontractor, and is tested by the HVAC subcontractor.

3.02 CLEANING VENTILATING SYSTEMS

1. All ducts shall be thoroughly cleaned and blown out to prevent any debris from damaging fan wheels or discharging through diffusers when systems are placed in operations. All temporary connections required for blowing out the system, cheesecloth for all duct openings, and any other equipment or labor for cleaning shall be provided by the heating and ventilating subcontractor. All filters shall be renewed after ventilating systems have been cleaned. The cost of renewal shall be borne by the General Contractor.

15400 Plumbing

According to applicable plumbing codes as shown on drawings.
All piping to be PVC or PEX.
All under slab domestic water piping to be copper, PVC or PEX approved for under slab installation.
Hot water system to be Gas on demand type, Rinnai or approved equal, Energy Star rated

1.06 PIPING

1. Provide pipe sleeves through masonry construction, and install escutcheon plates around exposed piping in all rooms. Provide vented pipe sleeves for under slab gas pipes unless not required by Code.

2. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV in accordance with Residential Standards CS272-65 or ASTM Standards D2665-68.

3. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.

4. Above slab cold water and hot water piping shall be PVC or PEX. Below slab cold water piping shall be type "K" soft copper tubing, PVC or PEX installed per manufacturers requirements.

1.07 PIPING PLACEMENT

1. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.

2. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.

3. Soil Pipe: Support to firm earth below floor slabs.

    1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.

    2. Connections to vertical soil pipe to all connections in horizontal soil pipe to be made by "Y" fittings.

    3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined (even if final connection is specified under another section).

4. Vent Pipes:

    1. Main soil pipe stacks to be extended up through the building full size with increaser through roof per code.

    2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.

    3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.

5. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.

    1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.

    2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.

    3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

1.08 WATER PIPING

1. All water piping, unless otherwise shown or specified shall be PVC, Schedule 40 or PEX (Cross-linked polyethylene piping.) Install each per manufacturer's instructions. It shall be clean, round, straight, and true to size, free from flaws and other defects.
2. All fittings shall be PVC. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then bonded with appropriate pipe cement.

2.02 GAS PIPING

1. All piping above grade shall be Schedule 40 black steel ASTM 120. Fittings shall be 150-pound black malleable screw pattern for all sizes 2" and smaller. Under slab piping shall be placed in vented sleeve unless Code does not require venting.

2. All piping shall be installed in accordance with NFPA recommendations and the Southern Standard Gas Code complete with all necessary appurtenances.

3. Horizontal piping shall grade with a slope of 1" on 40 feet-0" to drip legs at all low points as required. Drips shall be provided at all low points and at bottom of risers. Drips shall be same size as the piping where installed and shall be a minimum of 12" long. Use ground joint unions in all screw piping joints.

4. Provide standard testing procedures for piping.

2.03 UNIONS

1. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.

2. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.

3. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.

4. Unions connecting dissimilar metals shall be dielectric type.

2.04 VALVES AND COCKS

1. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.

2. Angle or straightway chromium plated stops on the supplies to all fixtures accessible from the same room in which the fixtures are located.

3. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.

4. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:

    1. Gate valves 1/2" to 3" = S-111.
    2. Ball valves 1/2" to 2" = S-585.
    3. Check valves 1/2" to 3" = S-413W.

2.05 THERMAL INSULATION WORK

1. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finished, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.

2. All hot and cold water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.

3. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.

4. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.

5. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

2.06 FLOOR, WALL, AND CEILING PLATES

1. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

2.07 PLUMBING FIXTURES AND EQUIPMENT

1. Provide roughing-in for and connect to supply lines, waste and vent lines, all equipment, fixtures, drains, etc., specified herein or in other sections of the specifications which require such connections.

2. Provide stops in hot and cold water connections to each fixture, equipment items, etc. Where not otherwise specified, stops shall be same as specified hereinbefore for ball valves. Provide deep escutcheon on all sinks and lavatories where waste pipe goes into wall. Anchor all supplies from wall securely within wall construction.

3. Provide stops for all fixtures. Traps for all fixtures shall be 17- gauge chromium plated brass.

4. Plumbing fixtures shall be equal to American Standard, Crane, Kohler, or Eljer, or approved equal.

5. Faucets shall be lead free, code compliant, and certified to NSF Standard 61, Section 9.

6. Plumbing fixtures shall be as shown on drawings.

7. Floor Drains (All Locations): Zurn ZN-415 Series with nickel bronze top and flashing collar. Floor drains shall be provided with trap primer tap as indicated on plans. Floor drain traps and horizontal piping above finished areas used for a/c condensate drainage shall be insulated with 1" thick blanketed insulation.

2.08 CLEANOUTS

1. Provide cleanouts in sanitary piping at all changes in direction at ends of branches, at intervals not exceeding 40' on straight runs, and elsewhere as shown. Cleanouts shall be full opening type completely accessible. Size same as lines in which they occur, but not larger than 4". Tees and extensions shall be of same weight as pipe. Plugs shall be countersunk type.

2. Outside cleanouts to grade shall be brought up flush with finished grade and installed in 12" x 12" x 6" concrete pad, cleanout plug shall be countersunk.

3. In Outside Line: PVC cleanout tee with PVC plug. Terminate at grade or pavement in 18" x 18" x 6" concrete pad with tooled edges.

4. In Finished Walls: PVC cleanout tee with PVC plug and wall plate cover.

2.09 TANKLESS WATER HEATERS

1. Heater shall have two heating modules. Element shall be replaceable cartridge insert. Unit shall have a replaceable filter in the inlet connector. Heater shall be fitted with 1/2" diameter compression nuts and sleeves. Maximum operating pressure shall be 150 psi. Heater shall be compatible with pre-heated water feed.

2. Water heater shall be equal to Rinnai and shall be residential gas type as indicated. Must be Energy Star rated. Verify voltage from electrical plans. Provide thermostat for control.

PART 3 - EXECUTION

3.01 COMPLETION OF WORK

1. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

3.02 TESTING

1. General: Test shall conform to local code requirements.

2. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.

3. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

3.03 DISINFECTION

1. Disinfect all domestic water piping in accordance with local health department guideline.

Division 16 - Electrical

16011 According to applicable codes as shown on the drawings.

GROUNDING

1. Provide grounding and bonding systems in strict accordance with the latest published edition of N.E.C., except where more stringent requirements are specified herein. Interconnection of neutral and ground is not permitted except at service entrance equipment. Install grounding conductors to permit shortest and most direct path to ground. Concealed joints shall be made by Cadweld method. Where grounding conductors are in raceway, bond conductor and raceway at both ends. Grounding and bonding fittings used shall be UL listed and be compatible with metals used in system. Sheet metal type strap are not acceptable.

2. Service entrance ground electrode system shall consist of driven electrodes, connection to water piping, and building grounding grid, as required by NEC Article 250-50. Unless otherwise shown on drawings, each driven electrode shall consist of one 3/4 inch diameter 10 ft. long copperweld steel rod. Rod made of wrought iron may be used in lieu of copperweld at option of contractor. Water pipe connection shall be made to a minimum one inch diameter metallic cold water pipe. Extend grounding conductor to main telephone equipment space. Interconnect conduits entering and leaving service entrance equipment using grounding bushing and copper.

3. The panelboards and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of NEMA and UL as follows:

   a. UL 67 -- Panelboards
   b. UL 50 -- Cabinets and boxes
   c. NEMA PB1
   d. Fed. Spec. W-P-115C
   e. Circuit breaker -- Type I class I

4. Wiring shall be copper conductor with non-metallic sheath (NM) over multiple conductors.

WIRING DEVICES

1. Colors: Wiring device and wall plate colors shall be white.

2 Receptacles: Duplex receptacles shall be specification grade, 15 amps,125 volts with grounding terminal. Color to be selected by architect.

3. Switches: Switches shall be specification grade, 15 amps, 120/277 volts A-C only, single pole, three-way or four-way as shown, single throw with screw terminals arranged for side wiring.

4. Device Plates: Shall be of the constructed of polycarbonate.

5. Ground Fault Receptacles: Furnish and install receptacles with ground fault circuit interrupters as indicated on plans. Receptacles shall be NEMA 5-20R configuration with 120V ac 15 amperes circuit rating. All receptacles shall be such depth as to permit mounting in outlet boxes 1 1/2" or greater in depth without the use of spacers. Units shall have line and load terminals such that connection to load terminals will provide ground fault protection for other receptacles. All receptacles shall accept standard duplex wall plates. All receptacles shall be noise suppressed and shall be UL listed.

16510 Lighting

1. Field verify all outlet locations and switch locations. Provide telephone cabling and cable TV wiring.

   Smoke detection: Provide smoke detectors per code. Provide carbon monoxide detectors per code.

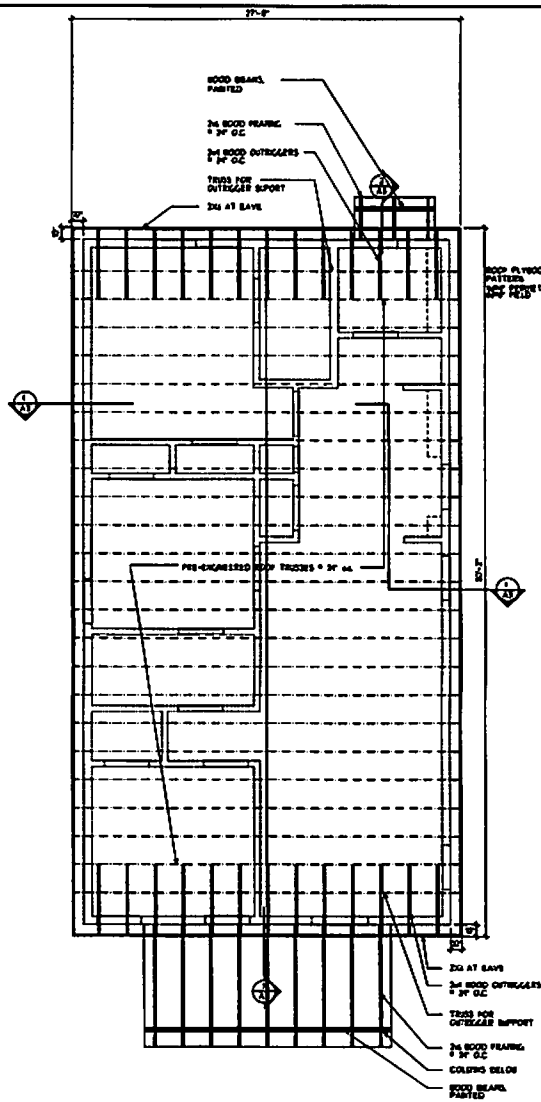
   Provide wired, cleaned, and with lamps specified, all fixtures designated on drawings. Contractor shall verify the ceiling construction for correct trim and support arrangement of lighting fixtures; corrosion resistant plaster frames are required in plaster ceilings. Shop drawing submittals shall consist of properly identified copies of manufacturer's catalog pages showing all features and accessories specified.

2. Lighting Schedule:

   Recessed LED: Commercial Electric Model # CER6730DWH40
   Porch Light: Hampton Bay Model # BPP1611-BLK
   Wall Sconce: Hampton Bay Model # X124501
   Pendant Light: Progress Lighting Model# P5096-09
   Chandelier: Commercial Electric Model # HON8913A
   Exhaust Fan/Light: Nutone Model # XN50L
   Ceiling Fan: Hunter Model # 59246

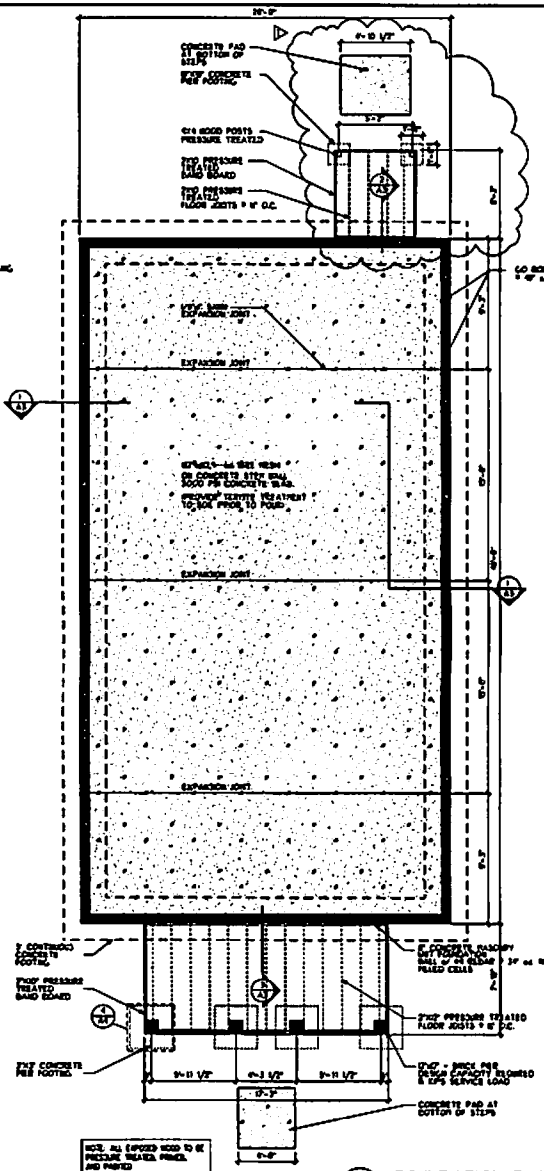
3. Secure mounting and support of all lighting fixtures shall be accomplished under this section of these specifications. Lighting fixtures shall be installed plumb, square, and level with the ceiling, wall, and in alignment with adjacent lighting fixtures. Mounting heights indicated shall be to the bottom of the fixture for ceiling-mounted fixtures and to center of fixture for wall-mounted fixtures.

END OF OUTLINE SPECIFICATIONS



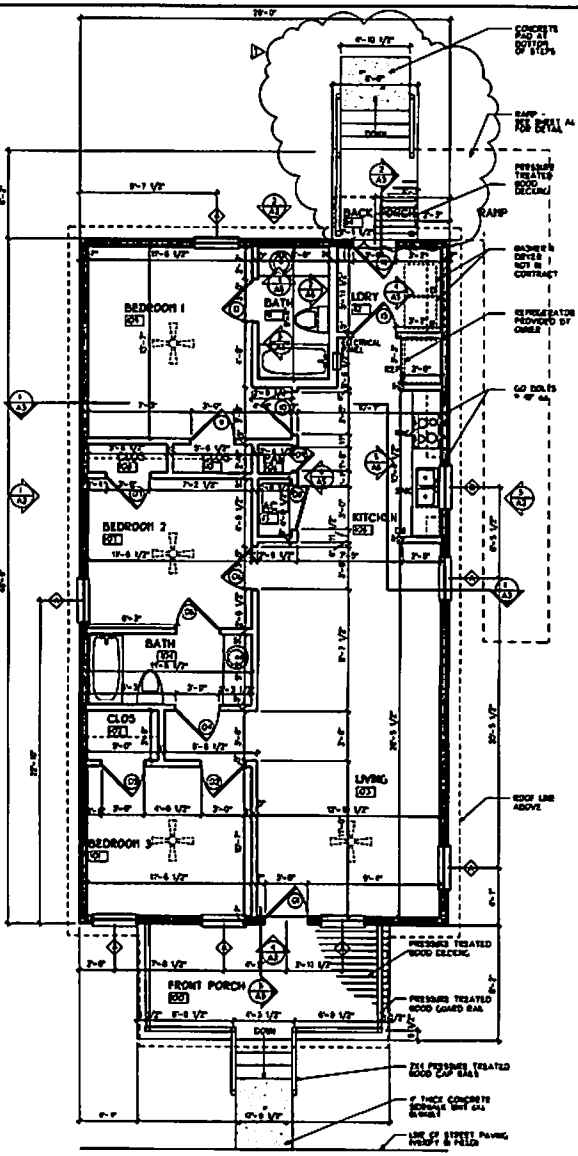
FRAMING PLAN

1/4" = 1'-0"



FOUNDATION PLAN

1/4" = 1'-0"



FLOOR PLAN B

1/4" = 1'-0"

Quinn Grundhoefer Architects

WALL LEGEND

EXTERIOR WALL
FIBER CEMENT BOARD HORIZONTAL SIDING, OR FIBER CEMENT BOARD & BATTEN ON BUILDING WRAP ON 1/2" PLYWOOD SHEATHING ON 2x6 STUDS @ 3 1/2" BATT INSULATION (7" NOMINAL THICKNESS)

INTERIOR PARTITION 1/2" GYPSUM BOARD ON BOTH SIDES 2x4 STUDS, UNLESS OTHERWISE NOTED (5" NOMINAL THICKNESS)

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD OR TO CENTER OF COLUMNS, DOORS, OR WINDOWS.
2. HEADERS OVER EXTERIOR WALL OPENINGS TO BE (2) 2x8'S, (TYPICAL) EXCEPT ON DOUBLE STUDS
3. ALL WINDOW SIZES INDICATE ROUGH OPENING.
4. TYPICAL INTERIOR TRIM TO BE PAINTED MDF BASEBOARD & MDF DOOR & WINDOW CASING.
5. CLOSETS TO BE INSTALLED W/ ONE CHROME ROD & ONE 12" WIRE SHELF
6. BID ALTERNATE #1: PROVIDE 2" VINYL BLINDS (WHITE) ON ALL WINDOWS

10-18-17 Ramp Railing

Project
Alger-Sullivan
SHIP Housing
416 Forest Street
Leesburg, Florida

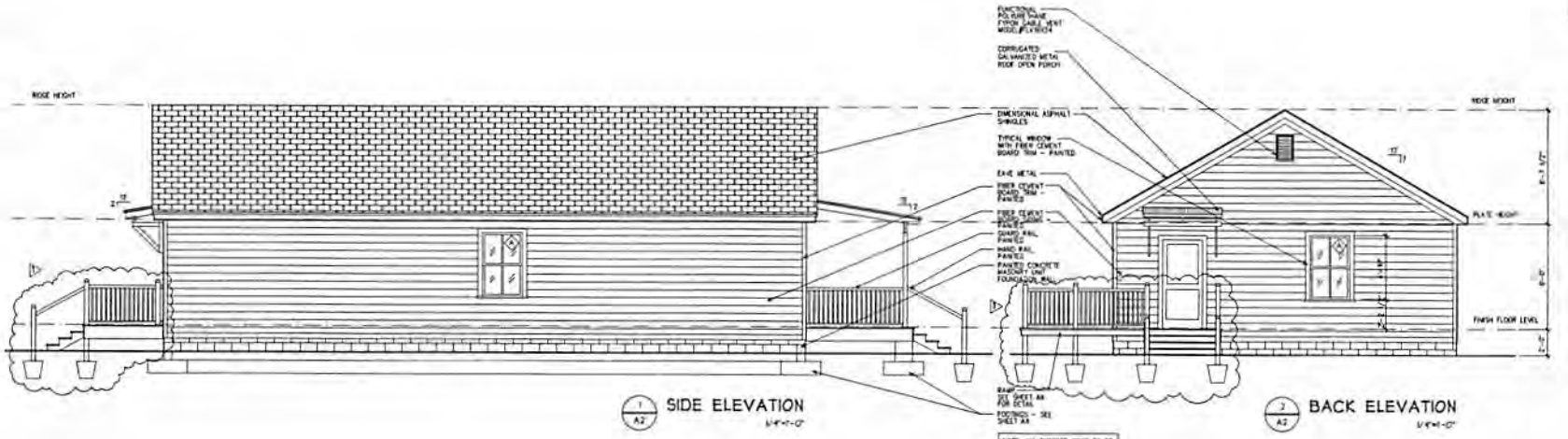
Date: 09-01-17

Sheet No. House 416

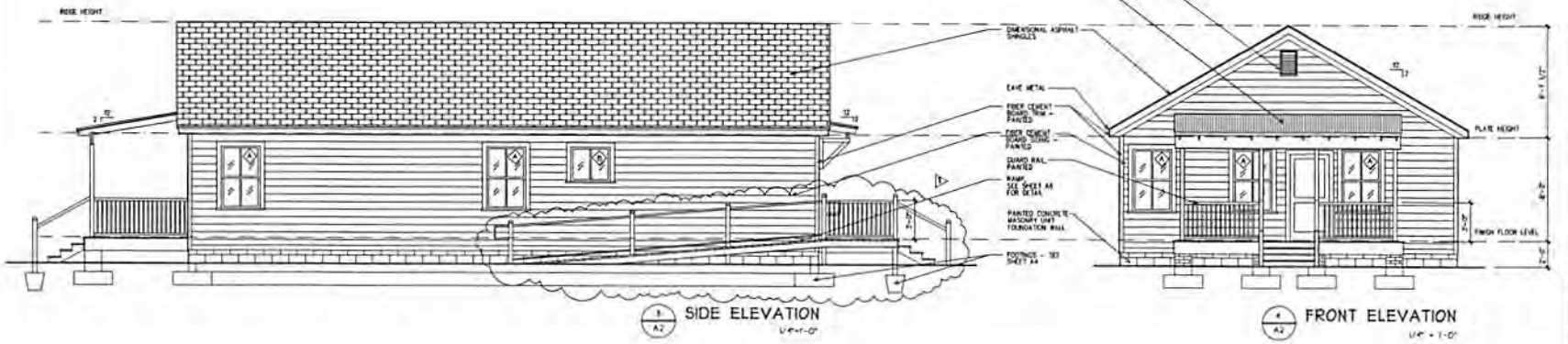
Project No. 1816

A1

Quina Grundhoefer Architects
• • •
800 West Romana Street Pensacola, FL 32502
850-433-6439 Fax 850-433-6366
E-mail: qg@quinaarchitects.com



NOTE: ALL EXPOSED WOOD TO BE PRESSURE TREATED, PRIMED, AND PAINTED

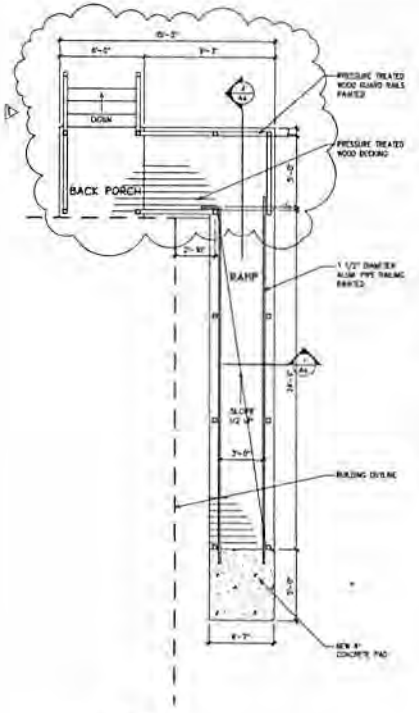


EXTERIOR COLOR PALETTE:
SIDING- LANDAS BLUE SW 6228
TRIM- CLASSIC LIGHT BUFF SW 0050
CMU STEM WALL- MIDNIGHT NAVY SW 0032
ASPHALT SHINGLE- SLATE GREY
WINDOW SASH- WHITE
RAILINGS- WHITE
FRONT DOOR- MIDNIGHT NAVY SW 0032

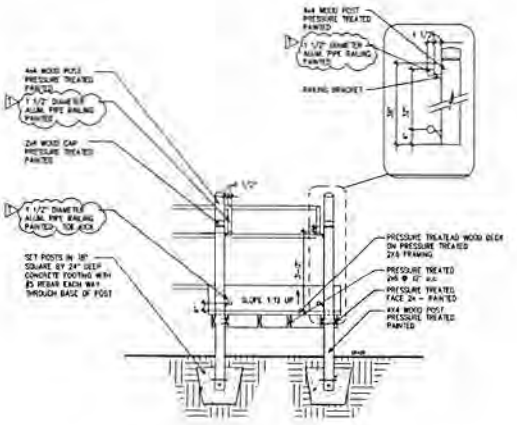
1	10-19-17	Ramp Railing

Project:
Alger-Sullivan SHIP Housing
416 Front Street
Century, Florida

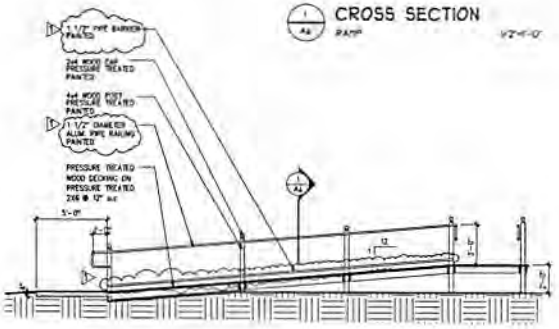
Date: 09-01-17
Sheet No. House 416
Project No. 1816
A2



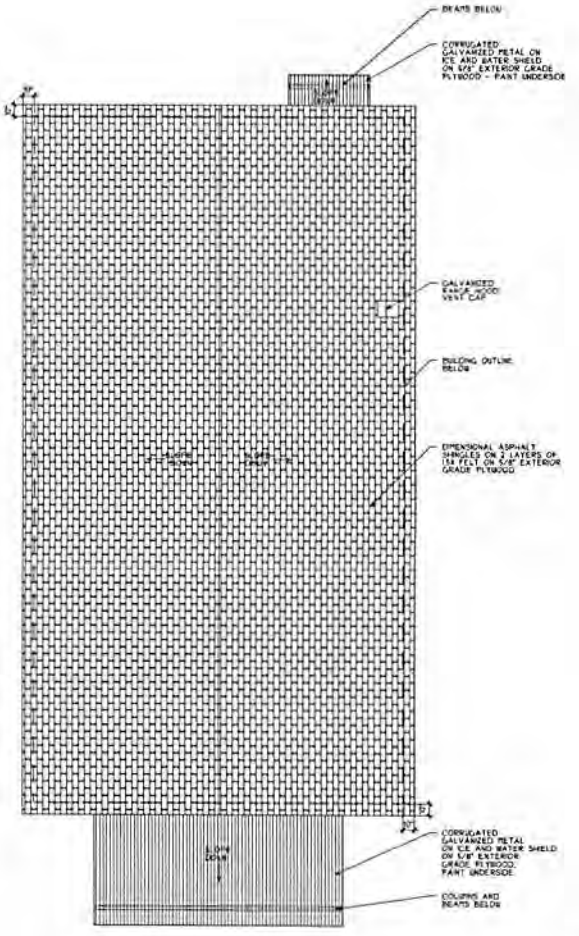
3/A6 PLAN
RAMP



1/A6 CROSS SECTION
RAMP



2/A6 LONGITUDINAL SECTION
RAMP



ROOF PLAN
1/4" = 1'-0"

Quina Grundhoefer Architects
• • •
400 West Romana Street Pensacola, FL 32502
850.433.1333 Fax 850.433.5366
Email: qg@qgarchitects.com

1 10-19-17 Ramp Railing

Project
Alger-Sullivan SHIP Housing
416 Frank Street
Century, Florida

Date: 09-01-17
Sheet No: House 416
Project No: 1816
A6

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, 223 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 presents.

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 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:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

_____

Witness

Witness

Witnesses

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 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)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the 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 pond 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 agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____
By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

_____

_____
Witness

_____
Witness

SURETY:

_____
(Printed Name)

_____

_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

EXHIBIT C

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date:

_____
Homeowner Signature

_____
Print Name: Date:

NEIGHBORHOOD ENTERPRISE DIVISION

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date:

_____
Firm Name

3 Originals: Homeowner, Contractor, File

EXHIBIT D

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority personally appeared this day the undersigned _____ who after being first duly sworn, deposes and says of his or her personal knowledge the following:

That heretofore, _____, as "OWNER," and _____ as "CONTRACTOR," entered into a certain agreement whereby the undersigned contracted to rehabilitate for owner a dwelling upon the following described land situate, lying, and being in the County of Escambia, State of Florida, more particularly described as follows:

This affidavit is executed by the CONTRACTOR in accordance with Section 713.06 of the Florida Statutes for the purpose of obtaining final payment from the OWNER/Owner's Agent in the amount of $_____.
All work to be performed under the contract has been fully completed, and all lienors under the contract have been paid in full, except the following listed lienors (if none, so state in both columns):

NAME OF LIENOR:	AMOUNT DUE:

That the undersigned has in no way assigned, pledged, or hypothecated said contract, or any amount or amounts due or to become due hereunder, or in connection therewith, and gives this affidavit, inter alia, to induce final acceptance and payment of the above described project.

FIRM: _____
By:

_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **Design Home Builders, Inc.** who is personally known to me, or provided _____ as identification and who did/did not take an oath.

_____
Notary Public, State of Florida
My commission expires: _____

[SEAL]

Commission No.: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13027 **County Administrator's Report 15. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Locally Funded Agreement (LFA) - Navy Blvd. Access Management & Beautification Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of a Locally Funded Agreement Between the State of Florida Department of Transportation and Escambia County, Florida, for the Navy Boulevard Access Management and Beautification Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign the Resolution supporting the execution of the Locally Funded Agreement (LFA) for design on State Road (SR) 30 (US 98) West of Navy Boulevard, from SR 295 (New Warrington) to Bayou Chico Bridge, Financial Project ID #218630-2-32-01);

B. Approve and authorize the Chairman to sign the Locally Funded Agreement (LFA) between the Florida Department of Transportation (FDOT) and Escambia County, Florida, for the design on SR 30 (US 98) West of Navy Boulevard, from SR 295 (New Warrington) to Bayou Chico Bridge (Project ID #218630-2-32-01); and

C. Approve and authorize the Chairman to sign the Three Party Escrow Account Agreement.

[Funding Source: Local Option Sales Tax (LOST) III, Fund 352, Cost Center 220102, Project #12NE1992, $1,456,608; Fund 151, "Community Redevelopment," Cost Center 370114, "CRA Warrington," $ 193,492]

BACKGROUND:

The Navy Boulevard Access Management and Beautification Project dates back to 2010, when the Escambia County Community Redevelopment Agency (CRA) solicited the services of then VHB-Miller Sellen, Inc., and embarked on the Navy Boulevard Corridor Vision Plan and Design Guidelines Manual, approved in 2011. Following the Corridor Vision Plan and Design Guidelines Manual Phase, the county, with its consultants, then generated the Navy Boulevard Corridor Management Plan. Further following the Corridor Management Plan Phase, the County solicited the services of EPR, Inc. to produce the Navy Boulevard Public Involvement Plan - an additional phase requested by FDOT. All three "planning level" phases entailed numerous public workshops, town hall meetings, one-on-one business and/or stakeholder meetings, etc., to eventually generate a "preferred concept" for the segment of Navy Boulevard from Bayou Chico Bridge to New Warrington Road. CRA funded these phases with Warrington Redevelopment District Tax Increment Funding (TIF) funds totaling $250,000.

The preferred concept was then submitted to FDOT for inclusion in the ongoing State Environmental Impact Report (SEIR), which is being conducted by DRMP, Inc.

The project has always been a local project, in which no federal and/or state funds were or have been utilized to offset costs, mainly to help expedite delivery of the construction rather than navigating the oftentimes arduous Transportation Planning Organization (TPO) process.

Meeting in regular session on September 3, 2015, the Board entered into a Locally Funded Agreement (LFA) with FDOT for the full funding with local dollars for the SEIR and 30% funding of the construction plans. FDOT expects this phase to be completed Summer 2018, and to proceed with the completion of the construction plans (30% to 100%) immediately thereafter. The proposed LFA requires the county to fund the remaining design phase, but also adds the county as a participant with FDOT for County Incentive Grant Program (CIGP) dollars for 50%, or up to $825,000, of the actual costs of the remaining design phase.

In 2015, county staff submitted a grant application for CIGP funds to be used towards the design phase (original estimate for design phase - $1,650,000), and were subsequently awarded by FDOT up to $825,000 for use in Fiscal Year 2018. The intent is to then re-allocate the CIGP funds provided by FDOT to the construction phase. No construction funds have been allocated towards the project at this point.

County Transportation & Traffic Operations and County Attorney's office staff proposed edits to the LFA to allow for some additional time to respond for increased funds (if needed), request of additional information from FDOT, request to delay or cancel the project if the consultant costs exceed 25% of the estimate, etc.; however, FDOT denied any of the county's requested modifications. Transportation and Traffic Operations (TTO) and County Attorney's office staff have reservations with the LFA, but the County Attorney's office has signed off for Legal Sufficiency. See email correspondence attached.

BUDGETARY IMPACT:

Funding is available for this project in Local Option Sales Tax (LOST) III, Fund 352, Cost Center 220101, Project #12NE1992, $1,456,608; Fund 151 "Community Redevelopment", Cost Center 370114 "CRA Warrington", $193,492.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution, LFA, and Three Party Escrow Account Agreement have been reviewed and approved for legal sufficiency by Kristin Hual, Senior Assistant County Attorney. However, County Attorney's office staff has reservations with the LFA as drafted (as does TTO staff), since FDOT denied incorporating any of the county staff's suggested modifications.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Public Works staff will coordinate with FDOT for agreement execution, and deposit of the $1,650,000.

Attachments

LFA
Resolution
County_FDOT Email Correspondence_LFA
BCC minutes 9 3 15

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY, FLORIDA

Project #218630-2-32-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("PARTICIPANT").

RECITALS

1. The DEPARTMENT is preparing to undertake the design for SR 30 (US 98) West of Navy Blvd. from SR 295 (New Warrington) to Bayou Chico Bridge, Financial Project Identification Number 218630-2-32-01. The development and completion of the design shall be called the PROJECT for purposes of this AGREEMENT; and

2. The County Incentive Grant Program ("CIGP") has been created by Section 339.2817, Florida Statutes ("F.S."), to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

3. The PARTICIPANT has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, F.S., and PROJECT is eligible for and has been selected for inclusion into CIGP; and

4. The DEPARTMENT is willing to share the costs of the PROJECT with the PARTICIPANT and to undertake and administer the PROJECT, in accordance with Section 339.2817, F.S., and in accordance with the terms of this AGREEMENT; and

5. The estimated total cost as set forth in the DEPARTMENT's adopted work program for the PROJECT is ONE MILLION SIX HUNDRED FIFTY THOUSAND and no/100 DOLLARS ($1,650,000.00); and

6. The DEPARTMENT is authorized to enter into this AGREEMENT by Sections 339.12 and 339.2817, F.S. and other sections of the Florida Transportation Code, and PARTICIPANT has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No. _____, or as evidenced by the copy of the minutes of the Board of County Commissioners attached hereto.

Therefore, the DEPARTMENT and the PARTICIPANT agree as follows:

7. The facts stated in the recitals above in paragraphs 1 through 6 are true and correct and are incorporated into and made a part of this AGREEMENT.

8. The PARTICIPANT and the DEPARTMENT agree to share the costs of the PROJECT and the DEPARTMENT will undertake and administer the PROJECT, in accordance with the terms of this AGREEMENT.

9. The PARTICIPANT has requested and the DEPARTMENT agrees that the PROJECT shall commence in Fiscal Year 2018 following the furnishing of an advance deposit by the PARTICIPANT as further described below.

10. The PARTICIPANT and the DEPARTMENT agree that the DEPARTMENT's maximum participation under this AGREEMENT shall be fifty percent (50%) of the actual total costs of the PROJECT up to an amount not to exceed EIGHT HUNDRED TWENTY FIVE THOUSAND and no/100 DOLLARS ($825,000.00) and that all remaining costs of the PROJECT shall be borne by the PARTICIPANT.

11. The PARTICIPANT agrees that it will, at least fourteen (14) calendar days prior to the DEPARTMENT executing its agreement required for the preparation and completion of the PROJECT, furnish the DEPARTMENT an advance deposit in the amount of ONE MILLION SIX HUNDRED FIFTY THOUSAND and no/100 DOLLARS ($1,650,000.00) for full payment of the total estimated project cost for the PROJECT. Currently, the total estimated project cost is $1,650,000.00. The advance deposit shall be the total estimated project cost. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.

12. Following completion of the PROJECT but not earlier than Fiscal Year 2019, the DEPARTMENT shall reimburse the PARTICIPANT fifty percent (50%) of the actual total costs of the PROJECT up to an amount not to exceed EIGHT HUNDRED TWENTY FIVE THOUSAND and no/100 DOLLARS ($825,000.00) in the form of a lump sum payment.

13. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT, if the PARTICIPANT fails to furnish the advance deposit as provided for in paragraph 11 of this AGREEMENT.

14. If the negotiated amount of compensation with the DEPARTMENT's consultant is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT that negotiations are complete, so that the total deposit is equal to the negotiated amount. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the negotiated amount is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation on final accounting as provided herein below. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The PARTICIPANT understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

15. If the negotiated amount of compensation with the consultant is less than the advance deposit

amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the negotiated amount if such refund is requested by the PARTICIPANT in writing.

16. Should PROJECT modifications or changes occur that increase the PARTICIPANT's share of total project costs, the PARTICIPANT will be notified by the DEPARTMENT accordingly. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the negotiated amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation of the PROJECT during the PROJECT and on final accounting as provided herein below. Funds due from the PARTICIPANT during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S.

17. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the consultant. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the consultant, not when the consultant work is complete. All project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the PROJECT. The PARTICIPANT will be notified of the final costs. Both parties agree that in the event the final accounting of the total project costs pursuant to the terms of this AGREEMENT is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred and sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

18. In the event the final accounting of total project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to Section 55.03, F.S. on any invoice not paid within forty (40) calendar days until the invoice is paid.

19. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit and as provided in the attached Three Party Escrow Agreement between PARTICIPANT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

20. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE PARTICIPANT:
Escambia County
Attn: David Forte, Division Manager
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

FOR THE DEPARTMENT
Florida Department of Transportation
Attn: District Three Local Programs Administrator
1074 Highway 90
Chipley, Florida 32428

21. The following provisions of Section 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 shall be 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 $25,000.00 and which have a term for a period of more than 1 year.

22. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

23. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

24. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

25. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

26. The PARTICIPANT:

(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 PARTICIPANT 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.

27. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date set out under that party's signature) shall be deemed the date of this AGREEMENT.

The remainder of this page is blank

IN WITNESS WHEREOF, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

PARTICIPANT:

ESCAMBIA COUNTY B.O.C.C.

Board of County Commissioners
Escambia County, Florida

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL)

_____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

DEPARTMENT:

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____
Title: _____

Date: _____

Attest: _____
Executive Secretary (SEAL)

Department Legal Review:

_____
Office of the General Counsel

Approved as to form and legal sufficiency.
By/Title:
Date: 12/18/17

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Escambia County, Florida ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Design for SR 30 (US 98) West of Navy Blvd from SR 295 (New Warrington) to Bayou Chico Bridge
Project #: 218630-2-32-01
County: Escambia

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

For FDOT-OOC (signature)

Name and Title

By: _____
Jeff Bergosh, Chairman

59-3024028
Federal Employer I.D. Number

ATTEST: Pam Childers
Clerk of the Circuit Court

Date

By: _____
Deputy Clerk

[SEAL]

FDOT Legal Review:

For Escrow Agent (signature)

Approved as to form and legal sufficiency.

By/Title:

Date: 12/8/17

Name and Title

Date

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING A LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "FDOT") is preparing to undertake and administer the design phase for the Navy Boulevard Access Management and Beautification Project in Escambia County, Florida (Project # 218630-2-32-01) as programmed in FDOT Fiscal Year 2018 (hereinafter referred to as the "Project"); and

WHEREAS, the Project will provide safety improvements to the Navy Boulevard corridor from the Bayou Chico Bridge west to New Warrington Road and streetscape amenities, such as dedicated bicycle lanes, sidewalks, mass transit bus stop improvements, lighting, landscaping, and other pedestrian amenities; and

WHEREAS, the estimated total Project cost, as set forth in the FDOT's adopted work program, is $1,650,000.00; and

WHEREAS, the FDOT's maximum participation under the Locally Funded Agreement shall be 50% of the actual total Project cost, up to an amount not to exceed $825,000.00, and all remaining Project costs shall be borne by the County; and

WHEREAS, prior to Fiscal Year 2018, the County will transfer to FDOT an advance deposit of the estimated total Project cost, and following completion of the Project, but not earlier than Fiscal Year 2019, the County will be reimbursed with County Incentive Grant Program (CIGP) funds in an amount up to the FDOT's maximum participation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. The Board of County Commissioners of Escambia County, Florida hereby approves the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Florida (Project # 218630-2-32-01) for the design phase for the Navy Boulevard Access Management and Beautification Project.

Section 3. The Board authorizes the Chairman to sign the Locally Funded Agreement.

Section 4. This Resolution shall take effect immediately upon adoption by the Board.

ADOPTED this ____ of _____, 2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency

By/Title:

Date:

Fw: Draft LFA: FPID 218630-2: Design of Improvements on State Road 30 (US 98) West Navy Boulevard

David V. Forte

Sat 12/2/2017 6:42 AM

To: David V. Forte <DVFORTE@co.escambia.fl.us>;

1 attachments (36 KB)

LFA 218630-2 Navy Blvd (Escambia County).pdf;

David Forte, Division Manager
Transportation & T rafic Oper ations Di vision
Public W orks Department
Escambia C ounty, Florida

3363 W est P ark Plac e
Pensac ola, Florida 32505
Main: 850.595.3404
Fax: 850.595.3405

From: David V. Forte
Sent: Saturday, December 2, 2017 6:39 AM
To: David V. Forte
Subject: Fw: Dra. LFA: FPID 218630-2: Design of Improvements on State Road 30 (US 98) West Navy Boulevard

David Forte, Division Manager
Transportation & T rafic Oper ations Di vision
Public W orks Department
Escambia C ounty, Florida

3363 W est P ark Plac e
Pensac ola, Florida 32505
Main: 850.595.3404
Fax: 850.595.3405

From: Castells, Dus□n <Dus□n.Castells@dot.state.fl.us>
Sent: Friday, December 1, 2017 12:18 PM
To: David V. Forte
Cc: Kris□n D. Hual; Peyton A. Cook; Battles, Regina
Subject: RE: Draft LFA: FPID 218630-2: Design of Improvements on State Road 30 (US 98) West Navy Boulevard

Good A ernoon David,

In talking with our legal staff, the LFA is based off boilerplate language found in the Department's LFA procedure. The same form agreements are used with other local agencies. While certain types of modificaons ma y be accommodated from me t o me, all the r equested changes by Escambia County deal with financial provisions and would therefore require the approval of the Department's Comptroller. It has been our experience that these specific type requests are not approved.

Paragraph 14 - The agreement allows the county addional me t o submit the deposit by subming a le tter to the Department's project manager (myself). Therefore, we do not believe that modifying the boilerplate is necessary for this purpose.

Paragraph 15 - The agreement allows the county to request a refund of any excess funds once a request is received in wring fr om the County. Therefore, I do not believe that modifying the boilerplate is necessary for this purpose.

Paragraph-16 - The Department would always provide proper informaon t o Escambia County when requesng addional funding. It w ould never be our expectaon t o request funds without providing appropriate document/support to the County.

As to the comment below paragraph 18, we do not know how much more specific we can be with respect to the meline f or reimbursement. Reimbursement won't occur before project compleon nor be fore FY 19 (when the funds are programmed). Predicng the me frame for reimbursement beyond that range would be speculav e.

During the review of these queson fr om the County, we revised the agreement to remove the page numbers for the three-party escrow agreement based on a request from the Department's comptroller. The removal of the page numbers on the three-party escrow agreement is the only thing that has been changed.

If you have any addional ques ons about the LF A, please let me know and I will be glad to coordinate those quesons.

Dustin Castells
Florida Department of Transporta on
District 3 Local Programs Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dus n.castells@dot.state.fl.us
Click here for: Local Programs | LAP Manual | LAPIT Login | LAP Forms | File Transfer

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From: David V. Forte [mailto:DVFORTE@co.escambia.fl.us]
Sent: Wednesday, November 29, 2017 1:07 PM
To: Castells, Dusn <Dus n. Castells@dot.state.fl.us>
Cc: Krisn D . Hual <KDHUAL@myescambia.com>; Peyton A. Cook <PACOOK@myescambia.com>
Subject: Re: Dra LF A: FPID 218630-2: Design of Improvements on State Road 30 (US 98) West Navy Boulevard

Dusn,

Please see the below County recommended edits/consideraons.

14. If the negoa ted amount of compensaon with the Departmen t's consultant is in excess of the advance deposit amount, the parcipan t will provide an addional deposit within ~~14~~ 60 calendar days of nofic aon fr om the department that negoa ons ar e complete, so the total deposit is equal to the negoa ted amount. The department will nof y the parcipan t as soon as it becomes apparent the negoa ted amount is in excess of the advance deposit amount. However, failure of the department to so nof y the parcipan t shall not relieve the parcipan t from the obligaon t o pay for its full parcipa on on final acc ounng as pr ovided herein below. If the parcipan t cannot provide the addional deposit within ~~14~~ 60 calendar days, a letter must be submi ed to and approved by the department's project manager indicang when the deposit will be made. The parcipan t understands the request and approval of the addional me c ould delay the project, and addional c osts may be incurred due to delay of the project. If the negoa ted amount of compensaon with the Departmen t's consultant is 25% or more of the esma ted total project cost then the County may, in its discreon, decide t o delay or cancel the project without liability to the Department, and the Department will refund the advance deposit to the parcipan t.

15. If the negoa ted amount of compensaon with the c onsultant is less than the advance deposit amount, the department will refund the amount that the advance deposit exceeds the negoa ted amount to ~~if such refund is requested by~~ the parcipan t ~~in wring~~ .

16. Should project modificaons or chang es occur that increase the parcipan t's share of the total project costs, the parcipan t will be nofied in wring by the department with a full accounng of the r equired modificaons or chang es ~~accordingly~~. The parcipan t agrees to provide~~, without delay~~, in advance of the addional w ork being performed, adequate funds to ensure that cash on deposit with the department is sufficient to fully fund its share of the project. The department shall nof y the parcipan t as soon as it becomes apparent the actual costs will overrun the negoa ted amount. However, failure of the department to so nof y the parcipan t shall not relieve the parcipan t from its obligaon t o pay for the full parcipa on of the pr oject during the project and on final accounng as pr ovided herein below. If the parcipan t cannot provide the addional funds within 60 c alendar days, a letter must be submi ed to and approved by the department's project manager indicang when the deposit will be made. The parcipan t understands the request and approval of the addional me c ould delay the project, and addional c osts may be incurred due to delay of the project. ~~Funds due from the parcipan t during the project not paid within 40 calendar days from the date of the invoice are subject to an interest charge at a rate as established pursuant to Secon 55.03, F .S.~~

18. In the event the final accounng of t otal project costs is greater than the total deposits to date, the parcipan t will pay the addional amoun t within ~~40~~ 60 calendar days from the date of the invoice from the department. ~~The parcipan t agrees to pay interest at a rate as established pursuant to Secon 55.03, F .S. on any invoice not paid within 40 calendar days unl the in voice is paid.~~

In addion, I w ould like for FDOT to specify when they "intend" to actually reimburse the County in relaon t o the "final and complete accounng " of the actual project costs. As provided in ¶12, "[f]ollowing compleon of the project but not earlier than FY19, the department shall reimburse the parcipan t… As provided in ¶17 states, "[t]he department considers the project complete when the final payment has been made to the consultant…" and further provides that "[the] department intends to have its final and complete accounng of all c osts incurred,,, within 360 days of final payment to the consultant…" but then the rest of the provision only addresses addional c osts the County may owe after the final accounng.

So, I am just guessing they will not reimburse us unl a fter the final accounng and a fter we pay any addional project costs "greater than the total deposits to date" but can we put a meline on it?

Thanks,

David Forte, Division Manager

Transportation & Traf ic Operations Division
Public Works Department
Escambia County, Florida

3363 West Park Place
Pensacola, Florida 32505
Main: 850.595.3404
Fax: 850.595.3405

From: Castells, Dusn < Dusn. Castells@dot.state.fl.us>
Sent: Tuesday, November 21, 2017 3:34:43 PM
To: David V. Forte; Colby S. Brown
Cc: Liz Bush; Stephens, Kimberly; Wendy C Eacret; Clara F Long (CRA); Krisn D . Hual; Alain Espinosa; Lisa A. Miller; Bales, R egina; Harrell, Kerrie; Bell, Lisa
Subject: RE: Dra LF A: FPID 218630-2: Design of Improvements on State Road 30 (US 98) West Navy Boulevard

Good A ernoon David,

I have been talking with Department design staff about this project and the amount needed for the design. They have reviewed and have confirmed that the $1.65 million remains the amount needed. While the 30% plans will be nearing compleon c oming out of the PD&E, there are sll man y acvies tha t need to be completed. The funds will cover basic services, phase IV plans, and the work necessary to finalize the plans for processing. In addion, the c ost also includes the analysis and design of the landscaping plans.

If you have addional ques ons, please le t us know. Thank you.

Dustin Castells
Florida Department of Transporta on
District 3 Local Programs Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dus n.castells@dot.state.fl.us
Click here for: Local Programs | LAP Manual | LAPIT Login | LAP Forms | File Transfer

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From: David V. Forte [mailto:DVFORTE@co.escambia.fl.us]
Sent: Monday, November 13, 2017 9:56 AM
To: Castells, Dusn < Dusn. Castells@dot.state.fl.us>; Colby S. Brown <CSBROWN@myescambia.com>
Cc: Liz Bush <mebush@myescambia.com>; Stephens, Kimberly <kistephens@hntb.com>; Wendy C Eacret <WCEACRET@myescambia.com>; Clara F Long (CRA) <cflong@myescambia.com>; Krisn D . Hual <KDHUAL@myescambia.com>; Alain Espinosa <aespinosa@myescambia.com>; Lisa A. Miller <lamiller@myescambia.com>
Subject: Re: Dra LF A: FPID 218630-2: Design of Improvements on State Road 30 (US 98) West Navy Boulevard

I have a meeng this morning with the Coun ty Administrator and plan to discuss this along with other projects with him.

The issue is what I menoned w eeks ago that, though the WP shows $1.65M for the Design Phase, the County only has allocated approx. $1.46M. So, we are attempng t o idenf y the addional $193K needed.

Seeing that DRMP will be providing 30% design, surveying and geotech under their current project for the project, it is difficult to believe that $1.65M will be needed for DRMP to go from 30% to 100%. Has DRMP provided or will DRMP provide a fee proposal for 30% to 100%?

Also, please expect some suggested modificaons t o the LFA from the County for FDOT consideraon shortly .

Thanks.

David Forte, Division Manager
Transportation & Traf ic Operations Division
Public Works Department
Escambia County, Florida

3363 West Park Place
Pensacola, Florida 32505
Main: 850.595.3404
Fax: 850.595.3405

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

2-24. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 2 through 24, as follows, as amended to drop Item 24 *(Item 1 was held for a separate vote)*:

2. Taking the following action concerning the Agreement between the First Judicial Circuit of Florida and Escambia County for the existing Veterans Court Coordinator position (the County agrees to provide funding for the existing Veterans Court Coordinator Position through Court Innovation Article V, Local Option portion of the $65 Court Fee, according to Florida Statute 939.185(1)(a); whereas, the Court agrees to reimburse the County for salary and benefits, not to exceed the amounts outlined in Exhibit "A"):

   A. Approving the *Agreement for the Funding of Court Personnel between the First Judicial Circuit of Florida and Escambia County, Florida*, for the existing Veterans Court Coordinator position, as outlined in Exhibit "A"; and

   B. Authorizing the Chairman to sign the Agreement.

3. Taking the following action concerning State Road (SR) 30 (US 98) Navy Boulevard - State Environmental Impact Report (SEIR) (Funding: Local Option Sales Tax [LOST]: $1,500,000 [Fund 352, LOST III; Funding Source 220102]):

   A. Adopting, and authorizing the Chairman to sign, the Resolution *(R2015-114)* supporting the procurement of consultant services to develop an SEIR for SR 30 (US 98), Navy Boulevard, from SR 295 (New Warrington Road) to Bayou Chico Bridge, Project # 216830-2-22-01;

   B. Approving, and authorizing the Chairman to sign, the *Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County*, Project #218630-2-22-01; and

   C. Approving, and authorizing the Chairman to sign, the *Three Party Escrow Agreement*.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13346 **County Administrator's Report 15. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Contract Award for Re-Bid, Quietwater Beach Ferry Landing, Waterside
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Bid, Quietwater Beach Ferry Landing, Waterside - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Hewes and Company, LLC, per the terms and conditions of PD 16-17.078, Re-Bid, Quietwater Beach Ferry Landing, Waterside, for a lump sum of $1,392,590 (to include Base Bid of $1,284,830 and Additive Alternate #2 of $107,760).

[Funding: Fund 352, “Quietwater Beach Landing LAP," Cost Center 210115, Object Code 56301, Project No. 16EN3434, $744,375; and Fund 167, “Bob Sikes Bridge Fund," Cost Center 140302, Object Code 56301, $648,215]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on October 24th and 31st, 2017. A Pre-Solicitation Conference was held on November 7, 2017. Seven firms were represented at that meeting. Bids were received from two firms on November 30, 2017.

BUDGETARY IMPACT:

Fund 352 “Quietwater Beach Landing LAP”, Cost Center 210115, Object Code 56301, Project No. 16EN3434 $744,375
Fund 167, “Bob Sikes Bridge Fund”, Cost Center 140302, Object Code 56301, $648,215.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Agreement, Form D, modified for LAP, prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinance of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's prepared Agreement and Purchase Order.

Attachments

Bid Tabulation

Agreement

Public Notice of Recommended Award

Bid Tabulation

Solicitation Number: PD 16-17.078

Solicitation Name: Re-Bid, Quietwater Beach Ferry Landing, Waterside

Bid Opening Time: 2:00 p.m. CST
Bid Opening Date: 11/30/2017
Bid Opening Location: Rm 11.407

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation 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	Total Base Bid	Additive Alternate #1	Additive Alternate #2	Grand Total
Hewes and Company, LLC	Y	Y	Y	Y	Y	Y	Y	$ 1,284,830.00	$ 167,160.00	$ 107,760.00	$ 1,559,750.00
H.G. Harders & Son, Inc.	Y	Y	Y	Y	Y	Y	Y	$ 1,364,019.00	$ 170,484.00	$ 115,564.00	$ 1,650,067.00

Bids Opened By: Paul R. Nobles, Purchasing Manager — **Date:** 11/30/17 — **Status:**

Bids Tabulated By: Emily Weddington, Purchasing Specialist — **Date:** 11/30/17 — Recommended Award

Bids Witnessed By: Buzz Roggenbuck, Senior Purchasing Coordinator — **Date:** 11/30/17 — **CAR Date:** 12/14/2017 — **BOCC Date:** 12/14/2017

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

That the Board approve and authorize the County Administrator to sign the agreement between Escambia County, Florida and Hewes and Company, LLC, per the terms and conditions of PD 16-17.078, Re-Bid, Quietwater Beach Ferry Landing, Waterside, for a lump sum of $1,392,590 (To include Base Bid of $1,284,830 and Additive Alternate #3 of $197,760).

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inpsection and copying at the office of the Purchasing Manager.

Notes:

Posted: 10:00 a.m. CST on 12/07/17

Form Completed By: **PRN**

PD 16-17.078, Re-Bid, Quietwater Beach Ferry Landing, Waterside

Base Bid

			Hewes and Company, LLC		Hewes and Company, LLC	
Description	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**
Mobilization	LS	1	$109,000.00	$109,000.00	$76,865.00	$76,865.00
Construction Survey & Layout	LS	1	$6,000.00	$6,000.00	$2,500.00	$2,500.00
24” Fender Piles (material only, coating and sleeves)	LF	312	$330.00	$102,960.00	$303.00	$94,536.00
Fender Pile Installation	EA	4	$13,900.00	$55,600.00	$7,606.00	$30,424.00
12” Timber Piles (material only)	LF	534	$20.00	$10,680.00	$60.00	$32,040.00
Timber Pile Installation	EA	10	$2,700.00	$27,000.00	$4,560.00	$45,600.00
Aluminum Access Walkways	LF	70	$1,000.00	$70,000.00	$1,192.00	$83,440.00
Timber Access Platforms	SF	312	$225.00	$70,200.00	$173.00	$53,976.00
Landing Float (22ft x 32ft)	SF	704	$770.00	$542,080.00	$745.00	$524,480.00
Float Safety Railing	LF	10	$250.00	$2,500.00	$100.00	$1,000.00
Fenders	LF	150	$240.00	$36,000.00	$617.00	$92,550.00
Guide Piles (material only, coating and sleeves)	LF	312	$330.00	$102,960.00	$428.00	$133,536.00
Guide Pile Installation	EA	4	$15,000.00	$60,000.00	$9,115.00	$36,460.00
Electrical	LS	1	$20,000.00	$20,000.00	$26,437.00	$26,437.00
Mooring Cleats	EA	6	$125.00	$750.00	$125.00	$750.00
Fire Protection	LS	1	$45,000.00	$45,000.00	$106,443.00	$106,443.00
Safety Ladder	EA	1	$1,000.00	$1,000.00	$2,000.00	$2,000.00
Life Ring and Rope	EA	2	$1,200.00	$2,400.00	$1,250.00	$2,500.00
Gate	EA	1	$9,000.00	$9,000.00	$10,222.00	$10,222.00
Timber Platform Handrail at Landing	LF	65	$80.00	$5,200.00	$104.00	$6,760.00
Permits	LS	1	$6,500.00	$6,500.00	$1,500.00	$1,500.00
		Total Base Bid		$1,284,830.00		$1,364,019.00

Add Alternate #1

Description	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**
24” Steel Fender Piles (material only, coating and sleeves)	LF	312	$325.00	$101,400.00	$304.00	$94,848.00
Fender Pile Installation	EA	4	$13,000.00	$52,000.00	$7,640.00	$30,560.00
12” Timber End Piles (material and installation)	LF	136	$20.00	$2,720.00	$75.00	$10,200.00
Timber Pile Installation	EA	2	$2,400.00	$4,800.00	$5,322.00	$10,644.00
Fenders on Fender Piles	LF	26	$240.00	$6,240.00	$932.00	$24,232.00
		Total Alt. #1		$167,160.00		$170,484.00

Add Alternate #2

Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
Existing Ramp and Handrail Demolition	LS	1	$25,000.00	$25,000.00	$27,405.00	$27,405.00
8” Timber Boardwalk Ramp Piles	LF	360	$15.00	$5,400.00	$16.00	$5,760.00
Timber Pile Installation	EA	28	$450.00	$12,600.00	$527.00	$14,756.00
Timber Ramp (includes handrails)	SF	570	$70.00	$39,900.00	$75.00	$42,750.00
Modify Existing Boardwalk at new Ramp (includes existing trash cans)	SF	450	$42.00	$18,900.00	$46.00	$20,700.00
Guardrail at backside of Shell	LF	28	$70.00	$1,960.00	$76.00	$2,128.00
Relocation of Existing Electrical Panel and Shower	LS	1	$4,000.00	$4,000.00	$2,065.00	$2,065.00
		Total Alt. #2		$107,760.00		$115,564.00
			Total Bid	**$1,559,750.00**		**$1,650,067.00**

CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Hewes and Company, LLC

PD 16-17.078, Re-Bid Quietwater Beach Ferry Landing, Waterside

FORM D: Road/Drainage

CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Hewes and Company, LLC, to perform all work ("Work") in connection with PD 16-17.078, Re-Bid Quietwater Beach Ferry Landing, Waterside ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. For the purpose of this Agreement, the "**Contract Documents**" shall mean this Agreement, including Amendments, 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. 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.

B. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the Exhibits described in Section 6; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; and 6) the Solicitation Documents, including addenda. In case of any inconsistency or conflict among the provisions of the Agreement, including any amendments, and any other terms and conditions of any documents comprising the remaining Contract Documents, the provisions of the Agreement and any amendments shall control. In case of any inconsistency or conflict among the provisions of Exhibit A, General Terms and Conditions, and Exhibit H, Technical Specifications, the provisions of the Technical Specifications shall control.

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.

D. **FHWA 1273:**

This is a Federal Aid Project and is subject to all provisions for Federal Aid Construction Contract known as FHWA 1273 and shall comply with all applicable procedures, guidelines, manuals, standards and directives as described in the FDOT Local Agency Program Manual. The contractor will also be responsible for including these requirements in all sub-contracts. FHWA 1273 is attached as Exhibit K to this agreement.

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 Ninety Two Thousand Five Hundred Ninety Dollars

$1,392,590.00

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 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, **$**1,584.00 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: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents
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: David V. Forte, Division Manager

B. All correspondence with the Contractor will be addressed to the following:

Hewes and Company, LLC
390 Selina Street
Pensacola, FL 32503
Attention: Edward M. Hewes, 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 Hewes and Company, 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: _____

County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Hewes and Company, LLC, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: December 14, 2017

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County 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.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "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 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. 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 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, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and 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.

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) 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.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within 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.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled

at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. 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.

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

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to

accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

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 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.

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. 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.

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 Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late

completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. 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 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 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.

10.2. 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.

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 within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending 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 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.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and

equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, 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.

13.4 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.

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 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.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) 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 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. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. 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. 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.

17.2. 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.

17.3. 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 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent

or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items 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 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.

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, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. 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 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 Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. 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.

22.2. 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.

22.3. 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 23. TESTS AND INSPECTIONS

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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.

23.5. 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 24. DEFECTIVE WORK

24.1. 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.

24.2. 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.

24.3. 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.

24.4. 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.

24.5. 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 25. SUPERVISION AND SUPERINTENDENTS

25.1. 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 26. PROTECTION OF WORK

26.1. 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.

26.2. 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 27. EMERGENCIES

27.1. 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 28. USE OF PREMISES

28.1. 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.

28.2. 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 29. SAFETY

29.1. 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:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. 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.

29.2. 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 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

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: _____

Engineer

By: _____

Owner

EXHIBIT G

Not Used

Exhibit H
Working Drawings / Plans prepared by Engineer and Identified as Follows:

Exhibit I
Technical Specifications

County Technical Specifications w/FDOT LAP Specifications

Exhibit J
Supplemental Terms and Conditions
SUPPLEMENTARY CONDITIONS

1. OWNER DIRECT PURCHASES (ODP)

1.1 County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material, including equipment, suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both County and Contractor relating to such ODP shall be governed by the terms and conditions of these Supplementary Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

1.2 Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in lump sum price in his bid. His bid shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than $5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

1.3 Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

1.4 Upon request from County, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

a. the name, address, telephone number and contact person for the material supplier
b. manufacturer or brand, model or specification number of the item
c. quantity needed as estimated by Contractor
d. the price quoted by the supplier for the materials identified therein
e. any sales tax associated with such quote
f. delivery dates as established by Contractor
g. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
h. shipping, handling and insurance costs

i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal

j. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

At the County's option, the County will install a computer with the appropriate software and dial-up modem connection in the Contractor's office for the Contractor's use in entering requisition requests into the purchasing system. The required telephone line will be the responsibility of the Contractor.

1.5 After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The Contract Administrator shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.

1.6 In conjunction with the execution of the Purchase Orders by the suppliers, Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP shall not be deducted from the contract. The Contract Administrator shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.

1.7 Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

1.8 As ODP are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Contractor will then forward the receiving report to the Clerk of the Court, Accounts Payable to match up with the invoice for payment.

1.9 The Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

1.10 The Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor shall account monthly to the County for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work

1.11 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 21 of Exhibit A, General Terms and Conditions. To that end, the Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 21 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.

1.12 Notwithstanding the transfer of ODP by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all ODP.

1.13 The transfer of possession of ODP from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.

1.14 The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Contractor shall purchase and maintain builders risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Contractor must name Escambia County as additional insured on its policy.

1.15 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Contract Administrator.

1.16 Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.

1.17 In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

1.18 At the end of the project Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Contractor by the County for salvage or disposal at the Contractor's option.

Exhibit K
Federal Documents

- LAP CERTIFICATION OF CURRENT CAPACITY (FDOT Form# 525-010-46)
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION. (FDOT Form # 375-030-32)
- CERTIFICATION FOR DISCLOSE OF LOBBYING ACTIVITIES (FDOT Form# 375-030-33)
- DISCLOSURE OF LOBBYING ACTIVITIES (FDOT Form# 375-030-34)
- NON-COLLUSION DECLARATION AND COMPLIANCE (FDOT Form# 575-060-13)
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION

LOCAL AGENCY PROGRAM CONSTRUCTION CONTRACT REQUIREMENTS

FOR

FERRY LANDING AT QUIETWATER BEACH

FPID: 436511-2-58-01
Federal Project: FLAP-012-F

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DOT FORM # 525-010-46 ..... ?
EXHIBIT A: FHWA-1273 ..... ?
DOT FORM # 375-030-33 ..... ?
DOT FORM # 375-030-34 ..... ?
DOT FORM # 575-060-13 ..... ?
DOT FORM # 375-030-32 ..... ?
ETC. (IF NEEDED) .....

CERTIFICATION OF CURRENT CAPACITY (Checklist Item # 5)

Contractor must certify they have the financial capacity to complete the project. Include FDOT Form # 525-010-46.

CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist Item # 8)

The Contractor shall not purchase any equipment for state or local ownership.

LOBBYING CERTIFICATION (Checklist Item #18)

Include certification in bid documents using FDOT Form #375-030-33 and FDOT Form #375-030-34.

LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)

No local/state hiring preferences shall be used.

NON-COLLUSION PROVISION (Checklist Item # 21)

Include certification in the bid documents using FDOT Form # 575-060-13.

PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 30)

No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

PUBLICLY OWNED EQUIPMENT (Checklist Item # 31)

Publicly owned equipment shall not compete with privately owned equipment on this contract

STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)

No materials produced by Florida state, or other state, forces shall be used.

STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)

All materials must be provided by the contractor.

SUSPENSION AND DEBARMENT (Checklist Item # 36)

The Local Agency or Owner shall ensure inclusion of Form # 375-030-32 (see Attachments) in the contract bid documents.

RECORDS RETENTION

All records should be maintained for a period of seven (7) years after the completion of this contract.

ATTACHMENTS

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF __ __ __ __ __ __ __ __ __ __ __ __ __ __

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day

of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: **www.dot.state.fl.us/proceduraldocuments/ .**

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:
https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f .

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By:_____ Date:_____
Authorized Signature

Title:_____

Instructions for Certification

1 . By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

File Name

Open | Save | Print Form | Reset Form

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

575-060-13
RIGHT OF WAY
05/01

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.:
F.A.P. NO.:
MANAGING DISTRICT:
PARCEL NO.:
COUNTY OF:
BID LETTING OF:

I, _____ (NAME) , hereby declare that I am _____ (TITLE) of _____ (FIRM) of _____ (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____

NAME AND TITLE PRINTED

BY: _____ WITNESS: _____

SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on **November 27, 2017**
(Letting Date)

Fill in your FDOT Vendor Number

VF _ _ _ _ _ _ _ _ _ _ _ _ _ _

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 10,775,968

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Hewes and Company, LLC
NAME OF FIRM

Sworn to and subscribed this **27th** day of **November**, 20 **17**

By: **Edward M. Hewes**
President
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Penton House Barber Shop & Cafe Campbell Investment Properties, Pensacola, FL	**$1,046,000**	**$ 723,530**	**$ 173,128**	**$ 53,608**	**$ 119,520**
Sims Middle School Renovation Santa Rosa County School Board, Pace, FL	**$1,181,003**	**$ 861,806**	**$ 417,438**	**$ 116,163**	**$ 301,275**
Gill-Bass Park City of Milton, Milton, FL	**$ 547,629**	**$ 494,853**	**$ 239,350**	**$ 23,935**	**$ 215,415**
Bellview Elementary Covered Play Area Escambia County School District Pensacola, FL	**$1,216,500**	**$ 925,811**	**$ 423,173**	**$ 101,562**	**$ 321,611**
Douglas A. Dillon Admin Center Santa Rosa County School Board, Milton, FL	**$5,965,500**	**$5,123,670**	**$5,965,506**	**$ 841,836**	**$5,123,670**
Pen Air 9th Ave. Kiosk Pen Air FCU, Pensacola, FL	**$ 232,159**	**$ 173,217**	**$ 150,691**	**$ 45,208**	**$ 105,483**
Santa Rosa Commons - Retail Bldg. Shell SL&D Pace Crossings, Pace, FL	**$ 903,598**	**$ 844,088**	**$ 589,682**	**$ 41,278**	**$ 548,404**
J.E. Hall Center Renovations Escambia County School District Pensacola, FL	**$2,817,000**	**$ 2,097,586**	**$2,817,000**	**$ 719,414**	**$2,097,586**
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	**$1,943,004**	**$8,832,964**
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	**$10,775,968**	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: **Hewes and Company, LLC**

By:_____ Date: **November 27, 2017**
Authorized Signature

Title: **Edward M. Hewes, President**

Instructions for Certification

1 . By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Edward M. Howes Date: November 27, 2017 Authorized Signature

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☒ Subawardee Tier _____, *if known*: **Escambia County Florida** **Board of County Commissioners** **213 Palafox Place, Room 11.101** **Pensacola, FL 32502** Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: **State of Florida** Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

File Name |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: _____
F.A.P. NO.: FLAP-012-F
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Escambia
BID LETTING OF: Quietwater Beach Ferry Landing - Waterside

I, **Edward M. Hewes** (NAME), hereby declare that I am **President** (TITLE) of **Hewes and Company, LLC** (FIRM) of **Pensacola, Florida** (CITY AND STATE) and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)
Hewes and Company, LLC

BY: **Edward M. Hewes, President** WITNESS:
NAME AND ~~TITLE~~ PRINTED

BY: WITNESS:
SIGNATURE

Executed on this **27th** day of **November**, **2017**

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to **Escambia County, Florida**
(print name of the public entity)

by **Edward M. Hewes, President**
(print individual's name and title)

for **Hewes and Company, LLC**
(print name of entity submitting sworn statement)

whose business address is
390 Selina St.
Pensacola, FL 32503

and (if applicable) its Federal Employer Identification Number (FEIN) is:
26-3837716

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this **27th** day of **November**, 20**17**

Personally known **X** **Edward M. Hewes**

OR produced identification _____ Notary Public - State of **Florida**

_____ My commission expires _____
(Type of identification)

PATRICIA LINDBAK
COMMISSION # GG65648
EXPIRES Jan. 24, 2021
BONDED THROUGH
RLI INSURANCE COMPANY

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that **Hewes and Company, LLC** does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature **Edward M. Hewes, President**

November 27, 2017
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation (Yes) or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: ("For Profit") or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document No.: **L8000111514**

Does it use a registered fictitious name: Yes or (No)

Names of Officers:
President: **Edward M. Hewes** Secretary: **Max Saam**
Vice President: **Max Saam** Treasurer: **Max Saam**
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):
Hewes and Company, LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: **390 Selina Street**
City, State, Zip: **Pensacola, FL 32503**

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 26-3837716
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Edward M. Hewes
E-mail: ed@hewesandcompany.com
Telephone Number: 850-435-4305 Facsimile Number: 850-983-6698

Name of individual who will sign the instrument on behalf of the company:
Edward M. Hewes
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
President

END

(850) 488-9000 Verified by:_____ Date:_____

Exhibit L
Solicitation Documents Index

Solicitation, Offer and Bid Form

LAP Construction Contract Requirements

Certification Regarding E-Verify System

Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes

Drug Free Workplace Form

Information Sheet for Transactions and Conveyances Corporation Identification

List of General Terms and Conditions (Incorporated by Reference)

Special Terms and Conditions

Scope of Work / Standard Form Contract
(Incorporated by Reference and revised as indicated within the solicitation)

Index of Documents
(Incorporated by Reference and revised as indicated within the solicitation)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13362 **County Administrator's Report 15. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/14/2017
Issue: Agreement Approval for Design-Build Services for the New County Correctional Facility
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of Agreement for Design-Build Services for the New Escambia County Correctional Facility - Paul Nobles, Office of Purchasing, Purchasing Manager.

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Whitesell-Green/Caddell, Joint Venture, LLC, per the terms and conditions of PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility based on the following:

Guaranteed Maximum Price of $128,609,505
Alternate 01, Full Emergency Power $859,236
Alternate 02, Domestic Hot Water, Chilled Water, and Heating Hot Water for Existing Jail $1,598,281
Alternate 03, Inmate Plumbing Control System $1,003,705
Alternate 05, Fully Operable Slider Doors, Five Doors at $9518.00 each – $47,950.00
Alternate 09, Exacq Vision VMS $225,898
Alternate 10, Pervious Concrete Paving $56,237
Alternate 14, Second Bunk for Cells $44,431
Total $132,445243.

A COPY OF THE AGREEMENT WILL BE ON FILE WITH THE COUNTY ADMINISTRATOR'S OFFICE.

[Funding: To Be Determined]

BACKGROUND:

On November 21, 2016, Escambia County issued a Request for Qualifications seeking to identify at least three design build firms qualified to perform design-build services for the new Escambia County Correctional Facility. Three firms were qualified, and on March 20, 2017, Escambia County issued a Request for Proposals requesting that each qualified firm submit a proposal in accordance with the design criteria set forth in the design criteria documents prepared by the design criteria professional, DLR Group.

On June 23, 2017, Whitesell-Green/Caddell (WGC) and W.G. Yates and Sons Construction (Yates) company submitted written proposals, which were then evaluated extensively by DLR Group. After reviewing the proposals and meeting with Corrections staff, DLR Group prepared a report detailing its technical and functional evaluation of each proposal. The report also provided DLR's scoring of each proposal for the following five evaluation factors:

I. Compliance with the Design Criteria Documents (50 points);
II. Proposed Design Approach (40 points);
III. Project Management Plan (30 points);
IV. Design Construction Schedule (30 points); and
V. Life Cycle Costs over 30 years (20 points).

As stated in the report, DLR concluded, "both DBE submittals were found to be complete, with only some minor omissions and inconsistencies in the overall response…" Out of a maximum of 170 points, DLR awarded WGC 130 points with Yates receiving only 106 points.

On August 8, 2017, the Board of County Commissioners, serving as the selection committee for the subject solicitation, conducted an interview with each proposer. In addition to scoring each proposer based upon the foregoing five evaluation factors, the Board was also tasked with scoring the following two evaluation factors:

VI. Best Value (50 points); and
VII. Interviews with the Board of County Commissioners (100 points).

After considering the proposals and the firms' interviews, the Board addressed the ranking of the proposals during the Committee of the Whole Workshop conducted on August 10, 2017. DLR Group presented its evaluation of the proposals to the Board, which included an explanation of DLR's analysis of each proposal and the resulting technical scores assigned to each. Then, each Board member scored the proposals based upon the seven evaluation factors. All five voting members scored WGC's proposal higher than Yates proposal, and WGC was ranked first with Yates ranked as second. Upon motion, the Board then voted unanimously to approve WGC and authorized staff to begin negotiating with WGC. Thereafter, on August 11, 2017, a Notice to Short-Listed Firms was issued by the Office of Purchasing notifying each proposer of the Board's decision, and Yates promptly submitted a written notice of protest with the Office of Purchasing.

In accordance with Sec. 46-101(c)(1), Escambia County Code of Ordinances, an informal hearing was held on August 16, 2017, before the Purchasing Manager, Paul

Nobles. As grounds for the protest, Yates argued that the County improperly permitted WGC to submit a revised design during its interview with the Board, which included a second retention pond in an area that was reserved for future commercial development per the design criteria. Yates further argued, had the Board allowed Yates the same opportunity then its estimated construction cost would have been considerably less. Thus, Yates requested that the proposals be re-evaluated with each firm afforded the same option to utilize the area designated for future commercial development as part of the storm water system.

Following the hearing, Mr. Nobles issued a written statement concluding that the protest should be denied. As the basis for this decision, Mr. Nobles noted that WGC's written proposal submitted prior to the firm's interview did not include a retention pond in the area designated for future development, and the written proposal was the only design documentation that was considered during the technical review process by the design criteria professional, DLR Group. After receiving the determination, Yates submitted a request for a formal protest hearing along with a bid bond in the amount of $5,000.00.

In accordance with Sec. 46-101(c)(3), Escambia County Code of Ordinances, a formal protest hearing was held on August 28, 2017, before Special Master, John Trawick. At the hearing, Yates argued that both WGC's written proposal and subsequent revised design failed to comply with the specifications of the design criteria documents. Specifically, Yates argued, the former did not provide the minimum number of required parking spaces and the latter located a second retention pond in an area reserved for future development.

In response, the County argued neither proposal met all requirements of the design criteria documents and each included a number of deficiencies or deviations, which were noted by DLR Group as part of its evaluation, but neither proposal was deemed wholly non-responsive as a result of any one deficiency. Each was equitably evaluated based upon the evaluation factors set forth in the design criteria documents, and the resulting decision was a fair and honest exercise of the Board's discretion that was not arbitrary or capricious.

After consideration of the testimony and evidence and hearing arguments of counsel, the Special Master issued an Order concluding that WGC's alternative proposals included material deviations from the design criteria documents as argued by Yates. Thus, the Special Master recommended that the bid protest should be granted and the subject award cancelled or revised where "the award to WGC is in violation of the policies and procedures of the Office of Purchasing." The Special Master further recommended that the protestor's bond be returned.

In accordance with Sec. 46-101(c)(3)d., Escambia County Code of Ordinances, the special master's decision and recommendation was presented for action by the Board at the next regularly scheduled meeting of the Board of County Commissioners together with a recommendation of the County Administrator relating to the disposition of this case. The Board rejected the decision and recommendation of the special master. The (30) days expired on October 9, 2017 for any aggrieved party to bring an action in

circuit court to appeal the county's decision.

November 12, 2017, Motion made by Commissioner Bergosh, seconded by Commissioner Barry, and carried unanimously, ratifying, as recommended by the Committee of the Whole (C/W) at the August 10, 2017, C/W Workshop, the selection of Whitesell-Green/Caddell Joint Venture as the number-one-ranked firm for PD 16-17.004, Design-Build Services for the New
Escambia County Correctional Facility and authorizing the Negotiation Committee to begin negotiations and submit an Agreement based on those negotiations for Board approval.

November 30, 2017 the Board approved the following alternates:
Alternate 01, Full Emergency Power $859,236
Alternate 02, Domestic Hot Water, Chilled Water, and Heating Hot Water for Existing Jail $1,598,281
Alternate 03, Inmate Plumbing Control System $1,003,705
Alternate 05, Fully Operable Slider Doors, Five Doors at $9518.00 each – $47,950.00
Alternate 09, Exacq Vision VMS $225,898
Alternate 10, Pervious Concrete Paving $56,237
Alternate 14, Second Bunk for Cells $44,431

BUDGETARY IMPACT:

Funding: To Be Determined.

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared and reviewed by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the County Attorney's prepared Agreement and Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13348 **County Administrator's Report 15. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/14/2017
Issue: Escambia County Disability Awareness Committee
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Disability Awareness Committee - Jack R. Brown, County Administrator

That the Board take the following action concerning the Escambia County Disability Awareness Committee:

A. Reappoint Arthur R. Nunamaker to the Escambia County Disability Awareness Committee (ECDAC), to serve as one of the two "At Large" appointees, for a four-year term, effective January 2, 2018, through January 1, 2022. (His current term will expire on January 1, 2018.); or

B. Appoint one of the following candidates to the ECDAC, to serve as one of the two "At Large" appointees, for a four-year term, effective January 2, 2018, through January 1, 2022, to replace Mr. Nunamaker;

1. Lisa Autrey Hopkins; or
2. Kenneth R. Holt; or
3. Mary Lynn Williams; or
4. Julia Kaple; and

C. Appoint one of the following candidates to the ECDAC, to serve as one of the two "At Large" appointees, for a four-year term, effective January 2, 2018, through January 1, 2022, to replace Gwenith H. Shiver, who resigned:

1. Lisa Autrey Hopkins; or
2. Kenneth R. Holt; or
3. Mary Lynn Williams; or
4. Julia Kaple.

Escambia County's Community & Media Relations Office posted a General Alert on the

County's website for two weeks, from October 25, 2017, to November 8, 2017, to seek volunteers to fill the one of the "At-Large" positions on the Escambia County Disability Awareness Committee. Lisa Autrey Hopkins, Kenneth R. Holt, Mary Lynn Williams, and Julia Kaple responded to the General Alert.

Arthur R. Nunamaker, one of the two "At Large" appointees on the ECDAC, whose term will expire on January 1, 2018, has indicated that he would like to be considered for reappointment.

BACKGROUND:

Escambia County's Community & Media Relations Office posted a General Alert on the County's website for two weeks, from October 25, 2017, to November 8, 2017, to seek volunteers to fill the one of the "At-Large" positions on the Escambia County Disability Awareness Committee. Lisa Autrey Hopkins, Kenneth R. Holt, Mary Lynn Williams, and Julia Kaple responded to the General Alert. Their Resumes are provided for review.

Arthur R. Nunamaker, one of the two "At Large" appointees on the ECDAC, whose term will expire on January 1, 2018, has indicated that he would like to be considered for reappointment. His Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 1, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Arthur R. Nunamaker's Resume
Lisa Hopkins' Email and Resume
Kenneth R. Holt's Email and Resume
Mary Lynn Williams' Email and Resume
Julia Kaple's Email and Resume

General Alert

Arthur R. Nunamaker

1811 Amos Cir. Pensacola Fl. 32526 850-9441321 lucyarthur@bellsouth.net

Objective

Promote, protect and defend the rights of the disabled.

Professional Achievements

President of CIL Disability Resource Center for 2 years
Board of Directors of CIL Disability Resource Center for 8 years
Board of Directors of ARC Gateway for 3 years
Board of Directors of Special Olympics for 18 years

Skills

- Federal Fire Inspector
- Volunteered at the Sacred Heart ER
- Worked Security for Gayfers

Work History

Federal Fire Inspector	NAS Pensacola, Pensacola FL	1972 - 1993
Industrial Mach Operator	Monsanto, Pensacola, FL	1966 - 1972
Load Master on C130	United States Air Force	

Education

Some College	Pensacola Junior College

References

Frank Cherry	850-449-4080
Sherri Meyers	850-293-7841
Debbie Standwood	850-595-5566

Judy H. Witterstaeter

From: Lisa Hopkins <lisa.autreyhopkins@wgu.edu>
Sent: Wednesday, October 25, 2017 6:04 PM
To: Judy H. Witterstaeter
Subject: Volunteer for Escambia County Disability Awareness Committee
Attachments: Lisa's CV.doc

Judy Witterstaeter, Program Coordinator, Board of County Commissioners,

Mrs. Witterstaeter, I am one of the best candidate for this appointment to the Escambia County Disability Awareness Committee Board. What I feel stands out about me most of all meets that the requirements of this board is my 30 years in the health Care field. I have a Master's degree in Nursing and presently working on the Capstone project for my Doctorate in Nursing Practice. My years of experienced is coupled with having an elderly parent (Now Deceased) as well as my experience with being handicapped for about 6 months. The experience of being a single mother in non-weight bearing status brought handicap to a new level of understanding. That said I am more than able to make a non-bias decision with matters concerning this committee, I am also Board Certified by the Florida Center for Nursing. Thank you for your consideration of my desire to take part in this essential Board.

Lisa Autrey-Hopkins, MSN, RN,
Student Mentor, College of Health Professions

Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107

lisa.autreyhopkins@wgu.edu
Toll Free 1-877-435-7948 ext 7215



Center of Excellence in Nursing Education, 2015-2019, National League for Nursing

Curriculum Vitae

Lisa Autrey Hopkins MSN RN

Education

School	Degree	Date	Major
American Sentinel University	DNP	2014-present	Nsg. Ed.
South University	Master's in Nursing Science	2010-2012	Nsg. Ed
University of West Fla.	Bachelors of Science in Nsg.	2004-2006	Nursing
Pensacola Junior College	Registered Nurse (ADN)	1995-1997	Nursing
Pensacola Junior College	Licensed Practical Nurse	1985-1987	Nursing

Work Experience

Clinical

Sacred Heart Hospital	Out Patient Surgery (Surgical Center)	2005-2012
Pensacola Health Care Facility	Staff	1987-2002

Teaching

Pensacola Junior College	Adjunct Instructor	August 2012- 2013
Pensacola Junior College	Full Time Faculty	January 2013-2014
Western Governors University		December 2014-present

Other Experiences

[2002- 2005]	Emerald Coast & Covenant Hospice	Case Manager
[2000- 2002]	Rosewood Manor Nursing Home	Director of Nursing

Honors

Awarded Living Legend Award 2011 for exemplary Community Service

Sigma Theta Tau Chi Alpha Chapter American Sentinel University

Sigma Theta Tau 546 Psi Upsilon Chapter 503 Chi Alpha Chapter WGU

Professional Memberships and Offices

Curriculum Vitae

Missionary Ordination Certification
Florida College Association
Florida Board Service Certified
Black Nurses Rock Pensacola Chapter President/ Founder

Member of local Critical Care Nursing Association

Continuing Education

Presently Studying for CNE with plan to take in December 2017 or January 2018
Conscious Sedation Certification
BLS: Basic Life Safety

Judy H. Witterstaeter

From: Kenny Holt <kholt@tlccaregivers.com>
Sent: Monday, October 30, 2017 1:06 PM
To: Judy H. Witterstaeter
Subject: Volunteer for Escambia County Disability Awareness Committee
Attachments: Resume - Kenneth R Holt 2017.doc

Per announcement, please find attached my resume for consideration.

Thank you!

TLC Caregivers – We do more than you might think! *We provide non-medical services to persons of all ages, both children & adults, and anywhere needed in Escambia or Santa Rosa County in Northwest Florida ~ home, hospital, facility, hotel, on the beach, at community activities, appointments, etc.* **TLC Caregivers is the area's oldest non-medical services provider; since 1989! We are licensed, bonded, insured, and provide actual employees, not contracted workers, to provide needed services.**

Non-Medical Assistance - Child Care, Adult Care, Elder Care, relief for Family Caregivers, weekly cleaning, transportation, bathing assistance, cooking, errand running, companionship, respite....and more! Available 24 Hours Per Day!

Return Home with TLC **– a program specifically designed to assist persons of all ages returning home following hospitalization and/or rehab*skilled nursing stay.**

Event Planning? We can provide childcare or adult care for events or other needed non-medical services!

Kenny Holt
Community Resource Educator
TLC Caregivers
4400 Bayou Blvd. Suite 9
Pensacola, FL 32503

850.857.0920 Available 24 hours a day / 7 days a week.
Fax: 850.857.0959

TLC Caregivers

Licensed, bonded, and insured. Caregivers are covered by Workers Comp and have local, state, and federal background screenings.
Established in 1989. AHCA #5703.

TLCcaregivers.com

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Kenneth R. Holt

(850) 206-0568 Cell

1601 N Reus Street, Pensacola, FL 32501

KyOaks@aol.com

PROFESSIONAL SUMMARY

- Greater than thirty-Seven years experience; executive, management, supervisory, administration, social services, case management, customer service, legal assistance, personnel, public relations, counselor, investigations, research, and records/file management. Proficient in preparation of reports, correspondence, related training, and presentations.
- Self-motivated, confident in decisions and goal establishment. Proven skill in problem solving. Versatile. Flexible. Team Player. Excellent organizational skills and astute at long and short range planning.
- Proficient in written and verbal communications, as well as computer usage and correspondence.
- Artwork and written articles published nationwide.
- Held Top Secret Security Clearance in U.S. Navy.

EMPLOYMENT HISTORY

January 27, 2016 - Present **TLC Caregivers, Pensacola, Florida**
Oldest Provider of Non-Medical Services in Northwest Florida

Positions Held: Community Resource Educator

Responsibilities: Education and presentations in the community regarding TLC Caregivers services and assistance, as well as providing/connecting persons with programs and agencies in the community that can assist them. Marketing, social media management, and networking on behalf of TLC Caregivers. Intake of service agreements with clients and their families. Customer service in office and on the phone. Scheduling.

April 1, 2013 - November 9, 2015 **Humana American Eldercare West Florida Branch, Pensacola, Florida**

Positions Held: Branch Executive Director • Clinical Guidance Manager

Responsibilities: Management of branch actions and daily operations. Ensure compliance with all requirements. Assisted Tallahassee / Region 2B and Panama City / Region 2A Branches with Transitions to the Florida Long Term Care Managed Care (LTCMC) Program and managed/supervised/directed Pensacola's / Region 1 transition to the LTCMC Program. Direct Reports: Nurse Assessors, Care Manager Supervisors, Senior Care Managers, Staff / Office Coordinator, Provider Relations Specialists.

March 19, 2001 - March 29, 2013 **Council on Aging of West Florida (COAWFLA), Pensacola, Florida**

Positions Held: Vice President, Social and Community Services for Escambia and Santa Rosa Counties • Trainer/Presenter - Caregiver Training and Writer/Creator of Training Manual • Director, Social Services • Social Services Supervisor • Lead Case Manager• Outreach Case Manager • HCBS/ MW, CCE, ADI, Case Manager • Service Coordinator (OAA & Grant Funded Clients/Non-Client assistance)

Responsibilities: Agency Vice President. Department Head. Management, assignment, and review of services in consumers' homes, achieving consumers remaining in their homes, preventing nursing home and/or assisted living facility placement. Management of community services including congregate meal sites {18 in two counties} and 42 Routes of Meals on Wheels routes in two counties. Caregiver and Faith Based Coalition Programs. Compiled a formal Caregiver Training Manual that has state and local recognition. Administration /

Management of greater than $3 Million in Hurricane Ivan relief. Supervision of Social Services Unit/ Department, supervisors, and Case Managers, as well as review of documentation, care plans, work authorizations, case files. Training of Case Managers, completion of departmental and agency reports, documentation, corrections, billing verification. Agency representative with various local organizations. Adult Protective Services reports management, assessments, and documentation. Waitlist Maintenance. Member - Community Hurricane Ivan Long Term Recovery Committee, Case Management Task Force, and Case Management Resource Coordinating Committee. Agency Partnership with Rebuild Northwest Florida. B.R.A.C.E. {Be Ready Alliance Coordinating for Emergencies}. Presenter and Facilitator at Florida State Conference on Aging numerous years, various topics.

Recognition: Selected as the statewide 2002 Florida Aging Services Providers (FASP) Case Manager of the Year • Recognized for outstanding, caring, and thoughtful case management in a particular case by Florida Governor Jeb Bush, during his Opening Session Speech for the 2003 Florida Aging Conference • Selected as a WEAR TV-3 Angel in Our Midst in June 2004 for Case Management work with the COAWFLA • Integral part of COAWFLA being selected as the statewide 2004 FASP Service Provider of the Year. Supervisor and essential part of Social Services Unit recognized with a "Big Thank You" Award by Pensacola Radio Station Soft Rock 94.1 for going above and beyond and helping others following Hurricane Ivan • Director of Social Services Unit selected as the 2006 FASP Case Manager of the Year.

November 1980 - December 2000 **United States Navy (Active Duty), Commissioned Officer with Prior Enlisted Experience**

Positions Held: Department Head • Administration Officer • Personnel Officer • Executive Assistant • Legal Officer • Public Affairs Officer • Career and Financial Counselor • Legal Assistant

Served in several U.S. Naval Communities: five submarines, a surface ship, a Naval Reserve Center, and three Naval Schools/Training Commands. Excelled at all responsibilities. Created innovative methods and procedures. Effectively handled day-to-day operations; case investigation, management, research (historical, personnel, and legal); customer service; officer and enlisted service records; personnel supervision; emergencies; Command Financial Counselor Programs; executive/administrative correspondence & directives.

MANAGEMENT, COMMUNICATION, AND PUBLIC RELATIONS SKILLS

- Successfully and effectively work with all levels of management and communicate with employees, consumers, family members, and service providers with efficiency and skill.
- Foster, establish, and maintain effective working relationships and open lines of communication.
- Instructor for administrative, legal, personnel, financial, and counseling skills. Social Services trainer for assessments, procedures, computers, progress note writing.
- Ensure compliance with guidelines and directives. Monitor and evaluate case management, case aide, consumer services information, screening and assessment, and day-to-day operations and project responsibilities.

EDUCATION

- Bachelor of Arts, Columbia College of Missouri, 1993
- Associate in Arts, Columbia College of Missouri, 1988

Kenneth R. Holt **(850) 206-0568 Cell**
1601 N Reus Street, Pensacola, FL 32501

Military Schools:

1981 Personnelman 'A' School, NTTC, Meridian, Mississippi
1992 Navy Financial Counselor Training Course, NAVWEPSTA, Charleston, SC
1996 LDO/CWO Indoctrination, NASC, Pensacola, Florida
1998 Navy Legal Justice School, Newport, Rhode Island

Other Courses / Training Completed:

Case Management Training — Assessment/Care Plan Certification — March 2001 / December 2003
Alzheimer's Disease Training, Communication Skills, Behavior Management - February 2003
Amstaff Boot Camp for Supervisors II
Elder Abuse, Neglect, and Exploitation Prevention and Reporting Requirements
Amstaff Customer Service Excellence
Florida Department of Elder Affairs (DOEA) Assisted Living Facility Core Training and Certification Exam
Advance Directives and Elder Law
Leadership Academy — Right Side Up Leadership
Assessing the Dementia Alzheimer's/Delirium Patient In Multiple Settings
Consumer Directed Care (CDC+)
Abuse, Neglect, Exploitation Prevention Training
Emergency Planning Training
Cultural Diversity
Ethics Training
Dementia Training
Leadership in the Workplace – Studer Institute (Quint Studer) August 2014

CERTIFICATIONS

- Florida Department of Elder Affairs Care Plan Writer (Scored 100% on Care Plan Exam)
- Uniform Client Assessment Instrument (701B) Certification (Scored a grade of 100% on Exam)
- Florida Department of Elder Affairs (DOEA) Assisted Living Facility Core Training and successful State Exam Completion
- Navy Command Financial Counselor
- Journeyman's License, Career Counselor and Recruiting
- CPR Certified

- Florida State Notary

- Kentucky Colonel

- Received Congressional Award of Merit in 2016 for assistance provided to persons and agencies in the local community.

Judy H. Witterstaeter

From: mary lynn williams <mlewilliams@msn.com>
Sent: Friday, November 03, 2017 2:59 PM
To: Judy H. Witterstaeter
Subject: Escambia County Disability Awareness Committee
Attachments: Mary Lynn Resume Other Work 11-3-2017.dqcx

Dear Committee Members;

I have a strong desire to serve on the Escambia County Disability Awareness Committee. I have attended meetings and know there is heart and desire to improve the conditions for persons with disabilities, access and functional needs and would like to assist. My life experiences have prepared me to move forward the efforts to bring to light the barriers and gaps in services and accessibility. I bring experience and knowledge after 12 years as an Administrator at Nursing Homes and Assisted Living and 8 years as Rehabilitation Institute Discharge Planner at West Florida Hospital and other HCA facilities for another 3 years. My last retirement was from Gentiva Home Health s a Medical Social Worker. following that, I completed 3 years with Americorps, VISTA at BRACE. Those years gave me a deep understanding of the needs of persons and have given me a passion to serve.

Thank you for your consideration,

Mary Lynn Williams, MSW
5 Cousineau Rd.
Pensacola, FL 32507
850-776-4391
mlewilliams@msn.com

Mary Lynn Williams, MSW

Cell : 850-776-4391 Email: mlewilliams@msn.com

Professional Profile

I'm a seasoned professional, who recently completed a 3 yr tour of duty with AmeriCorps. During my VISTA experience with BRACE, I was fortunate to be able to devote my attention to developing a Functional Needs Support Services (FNSS) coalition for our community under the authority of BRACE and Escambia County Emergency Management. Over 100 for profit and nonprofit agencies came together for various meetings patterned after FEMA's focus on Communication, Medical and Maintaining Health, Independence, Safety and Supervision and Transportation. The FNSS group's preparation quickly came to the aid of many Hurricane Irma evacuees upon discharge from the host site.

This experience was enhanced by many years as a professional in the medical fields of Nursing Home Administrator, Hospital Discharge Planner and Home Health Social Worker. Just when I think it's time to retire, I know I have more to contribute. Because of this experience, I have a passion for the gaps in services and accessibility for persons with disabilities, access and functional needs.

Experience

2014-2017 AmeriCorps VISTA/BRACE
Public Support Coordinator/FNSS Coordinator

2004-2014 Gentiva Home Health
Medical Social Worker

1996-2004 HCA/West Florida Hospital
Hospital Discharge Planner

1979-1996 Hillhaven Corp and Marriott Corp
Nursing Home and ALF Administrator

Judy H. Witterstaeter

From: Julia Kaple <juliakaple@gmail.com>
Sent: Wednesday, November 08, 2017 2:58 PM
To: Judy H. Witterstaeter
Subject: Disability Awareness Committee
Attachments: Resume2017.pdf

I am interested in being appointed to the vacant position on the Disability Awareness Committee. Please forward my attached resume to the appropriate individual.

Thank you,
Julie Kaple

JULIA KAPLE

1710 Eagle St., Cantonment, FL 32533 • (850) 426-8922 • JuliaKaple@gmail.com

EDUCATION

M. Ed., Curriculum & Instruction, American College of Education, 2011
Alternative Teacher Certification, Pensacola State College, 2007
BA, Philosophy, Political Science minor, University of West Florida, 1990

RELEVANT EXPERIENCE

Escambia County School District 2007 – present

Assistive Technology (AT) Specialist, 2015-present
• Managing cases of students referred to the District for AT assistance, ensuring assessment, evaluation, implementation, and follow-up.
• Keeping well-informed of evolving trends and best practices in AT integration.
• Communicating with parents, general educators, and IT professionals regarding technical information and problem-solving assistance.
• Identifying staff development needs and designing and delivering District-level staff training.
• Training students, families, and school staff for optimal integration of AT.
• Maintaining inventory of all AT items available for loan or demonstration and ensuring proper maintenance and repair of all products.
• Understanding legal requirements, purpose and function of AT and the role it plays in a student's educational program and communicating that information to stakeholders.
• Researching, planning, and purchasing AT products.
• Attending conferences, workshops, and state meetings as a representative of the District

Teacher, 2007-2015
• Managed special education student caseloads, identifying priority needs, establishing learning objectives, and collaboratively writing and conducting IEP (Individual Educational Plan) meetings, monitoring and documenting progress to evaluate if learning objectives/goals were being met, and ensuring staff compliance to requirements of IEP.
• Provided collaborative instruction of all subjects in inclusive classrooms; taught reading, language arts and math in self-contained special education classrooms; and coordinated programs for students who had been retained, utilizing a blended learning environment.
• Designed assessments and evaluations to effectively measure skills gains and utilized the results to refine and develop additional instructional strategies and delivery methods.

Educational Talent Search, Pensacola State College, 2009-2010
Tutoring Lab Supervisor
• Supervised college students who were tutoring low-income middle and high school students with the academic potential to become first-generation college students.
• Communicated student progress to parents and program supervisors.
• Managed safety of students and security of lab.

Julia Kaple
(850) 426-8922
JuliaKaple@gmail.com

Supplemental Education Services Program, University of West Florida, 2007-2008
Tutor
• Delivered remedial reading instruction to at-risk children.
• Maintained records of student progress, and communicated regularly with parents and program supervisors.

Creighton Road Landscaping, 1995-2007
Co-Owner
• Coordinated landscape projects and lawn maintenance schedules.
• Kept accounting records and prepared tax reports.
• Coordinated promotions and advertising.
• Interviewed and hired employees and completed new hire paperwork.

Johansen Kenpo Karate, 2000-2005
Programs Coordinator
• Coordinated programs in daycare, after-school care, and community center settings.
• Initiated contact and negotiated business agreements with care centers.
• Developed age-appropriate curriculum, monitored effectiveness, and modified as needed.
• Designed promotional materials and coordinated advertising campaigns.
• Managed necessary permissions and legal waivers, kept accounting records and prepared tax reports.

Community Service

Escambia-Pensacola Human Relations Commission, 2014-2016
(The Human Relations Commission seeks to maintain positive human relations in Escambia County through resolution of civil-rights related cases and incidents and administers the City's fair housing ordinance.)
Commissioner

Escambia County Teen Court, 2006-2008
(Teen Court is a diversion program in which teens conduct trials and administer sanctions to peers who have admitted guilt to first-time misdemeanor offenses.)
Adult Volunteer

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Wednesday, October 25, 2017 9:54 AM
To: Judy H. Witterstaeter
Subject: Volunteer Sought for Escambia County Disability Awareness Committee

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Volunteer Sought for Escambia County Disability Awareness Committee

The Escambia County Board of County Commissioners is seeking county residents interested in volunteering for an "At-Large" appointment to the Escambia County Disability Awareness Committee, which was established by the board during its regular meeting on Oct. 17, 2013.

Escambia County Residents interested in serving on the committee are asked to submit a resume and letter indicating their desire to serve by the close of business Wednesday, Nov. 8. Letters and resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502, or emailed to jhwitter@myescambia.com.

Please note that resumes submitted for consideration are subject to public records requests and are included in Escambia County Commission meeting information, including the agenda and official meeting minutes.

The purpose of the committee is to make recommendations to the board of county commissioners regarding issues relating to the disabled community and any other issues requested by the board. The committee is composed of seven voting members, and all members of the committee must be electors of Escambia County. Each commissioner on the board of county commissioners appoints one member to the committee, and each member serves concurrently with his or her appointing commissioner's term. The board collectively appoints two at-large members, who each serve a four-year term.

There are four meetings scheduled each year on the third Wednesday of the month. Meetings begin at 3 p.m. and typically last until 5 p.m. Special meetings may be scheduled if needed. There is no travel required.

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Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13345 **County Administrator's Report 15. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/14/2017
Issue: After-Care Transitional Housing for Escambia County
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning After-Care Transitional Housing for Escambia County - Commissioner Robinson, District 4

That the Board approve the contribution of $10,000 of discretionary funds by Commissioner Grover Robinson to the 501c3 non-profit Shepherds Place Intact Transitional.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

Fresh Start Ministries (not church affiliated) 501c3 non-profit organization and Shepherds Place Intact Transitional are establishing the After-Care Transitional Housing for Escambia County. This facility will offer the following programs: Pensacola Caring Hearts (feeding Escambia County); Shepherds Place Intact Transitional Housing Program; vocational training for skilled trades (Eric Eggleston of Detroit Michigan-Youth Development Corporation USA), and tiny home's 4U, Inc. (Eric Eggleston of Detroit Michigan).

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2017-2018 Budget for each Commissioner to use as discretionary money.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will process the payment request.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13278 **County Attorney's Report** **15. 1.**
BCC Regular Meeting **Action**
Meeting Date: 12/14/2017
Issue: Authorize the Scheduling of a Public Hearing to Consider Amending Chapters 30 and 42 of the Escambia County Code of Ordinances
From: Bobbie Ellis-Wiggins, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Chapter 30 and Chapter 42 of the Escambia County Code of Ordinances Relating to Code Enforcement Liens.

That the Board authorize the scheduling of a Public Hearing for January 4, 2018, at 5:31 p.m. to consider amending the lien and MSBU provisions in Chapter 30 and Chapter 42 of the Escambia County Code of Ordinances to ensure consistency with judicial determinations relating to lien priority and to clarify the procedures relating to summary abatement and MSBU tax assessments.

BACKGROUND:

Since adoption of the superpriority lien provisions in Chapter 30 and Chapter 42 of the Escambia County Code of Ordinances, Florida courts have determined that such superpriority lien status is unenforceable. Also, clarification of the procedures establishing summary abatement liens and MSBU tax assessments in Chapter 42 will better distinguish the two enforcement mechanisms and ensure that appropriate record notice provisions are incorporated where applicable.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was drafted by Assistant County Attorney Bobbie Ellis-Wiggins and will be advertised in the Pensacola News Journal on Saturday, December 23, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13359 **County Attorney's Report 15. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/14/2017
Issue: Creekwood Subdivision Memorandum of Agreement
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Memorandum of Agreement between Escambia County, Florida, the Emerald Coast Utilities Authority, and the Creekwood Homeowners' Association of Pensacola, Inc. relating to a wastewater system improvement project.

That the Board discuss the Memorandum of Agreement between Escambia County, Florida, the Emerald Coast Utilities Authority, and the Creekwood Homeowners' Association of Pensacola, Inc. relating to a wastewater system improvement project.

BACKGROUND:
The Board approved a different version of this memorandum of agreement at its regular meeting on October 5, 2017. Further discussions among the parties resulted in the attached version. Action on the proposed version should include rescinding the Board's action of October 5, 2017.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement
BCC 10/5/2017 Recommendation

MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA, THE EMERALD COAST UTILITIES AUTHORITY, AND THE CREEKWOOD HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC. RELATING TO A WASTEWATER SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT is made on this ____ day of _____, 2017, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502; Emerald Coast Utilities Authority, a local governmental body, corporate and politic of the State of Florida, (hereinafter "ECUA") with administrative offices at 9255 Sturdevant Street, Pensacola, Florida 32514; and Creekwood Homeowners' Association of Pensacola, Inc., a not-for-profit corporation authorized to do business in the State of Florida (hereinafter "HOA") with a principal address of 4505 Woodbine Road, Pace, Florida 32571 (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, ECUA provides water and wastewater services in certain defined areas in Escambia County, Florida;

WHEREAS, within the confines of Escambia County, Florida there exist subdivisions known as the Creekwood Subdivision as well as the Creekwood Oaks Subdivision;

WHEREAS, ECUA provides water service within the Creekwood and Creekwood Oaks Subdivisions and receives wastewater from those subdivisions;

WHEREAS, the collective owners of real property located within the Creekwood Subdivision comprise the HOA;

WHEREAS, the HOA owns, operates, and maintains various wastewater facilities within the Creekwood Subdivision, including but not necessarily limited to the sanitary sewer collection system within the Creekwood Subdivision and the lift station which services that system;

WHEREAS, the sanitary sewer lift station within the Creekwood Subdivision also receives flows from the Creekwood Oaks Subdivision;

WHEREAS, the sanitary sewer lift station servicing the Creekwood Subdivision is undersized and insufficiently designed to handle the flow which it currently receives;

WHEREAS, the deficiencies and inadequacies of the Creekwood Subdivision's sanitary sewer collection system have led to multiple sewer overflows in the past;

WHEREAS, the sanitary sewer collection system and lift station which services the Creekwood Subdivision and the Creekwood Oaks Subdivision is in need of repair and replacement;

WHEREAS, the Parties recognize that in light of the condition of the sanitary sewer collection system and lift station, such sewer overflows are highly likely to continue to occur in the future and therefore pose a real and substantial danger to the public health, safety, and welfare;

WHEREAS, the HOA has identified a need to make repairs to the existing sanitary sewer collection system and to construct a new sanitary sewer lift station facility;

WHEREAS, the County, ECUA, and the HOA are cooperating to repair the sanitary sewer collection system as well as to reengineer and reconstruct a sanitary sewer lift station facility in the Creekwood Subdivision in order to protect the public health, safety, and welfare;

WHEREAS, the County is willing to contribute the funds necessary to both design and repair the sanitary sewer collection system as well as to reengineer and reconstruct a sanitary sewer lift station facility in the Creekwood Subdivision;

WHEREAS, the sanitary sewer lift station which services the sanitary sewer collection system within the Creekwood Subdivision is located on real property which was owned by the HOA, but in order to facilitate expansion and improvement of the lift station site the HOA has deeded it to ECUA;

WHEREAS, the County owns real property surrounding the lift station which services the Creekwood Subdivision, over portions of which the County had given ECUA an easement in order to facilitate expansion of the lift station site as well as access to it;

WHEREAS, ECUA has agreed to oversee and manage the design of and repairs to the sanitary sewer collection system in the Creekwood Subdivision as well as the design of and construction of a new sanitary sewer lift station facility on the existing site at no cost to ECUA or its ratepayers;

WHEREAS, the HOA expressly understands and accepts that although the County will provide the funds necessary for the Project, all costs associated with the improvements, including design and engineering costs, will be billed to all affected property owners within the Creekwood Subdivision and Creekwood Oaks Subdivision pursuant to the ordinance establishing the Creekwood Subdivision's sewage and lift station improvement Municipal Services Benefit Unit (MSBU) and an accompanying MSBU special assessment;

WHEREAS, upon completion of the Project, the HOA shall convey, and ECUA shall accept, ownership of the sanitary sewer collection system and lift station to ECUA;

WHEREAS, upon completion of the Project, ECUA shall thereafter own, operate, and maintain the sanitary sewer collection system and lift station; and

WHEREAS, as a result, the County has determined it is in the best interest of the citizens of Escambia County to enter into this Agreement to participate in the Creekwood Subdivision Sanitary Sewer Lift Station Improvement Project as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Memorandum of Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Creekwood Subdivision Sanitary Sewer System Improvement Project (hereinafter the "Project") as set forth herein.

ARTICLE 2
Responsibilities of Parties

2.1 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, the specifics of which are more particularly defined in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.2 During the pendency of the Project, the HOA shall be responsible for operating and maintaining the sanitary sewer collection system and lift station within the Creekwood Subdivision. Upon completion of the Project, however, the HOA shall convey its wastewater collection system to ECUA, as further described in paragraph 2.5, below.

2.3 ECUA agrees to contract with Third Parties, as it deems appropriate in its sole discretion, to design, publicly bid, and construct the Project. All such work shall be carried out in a reasonably prompt and diligent manner.

2.4 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project. Indeed, all Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, and awarding of the contract for the construction of the Project; and otherwise adding benefit to the Project through its expertise in sanitary sewer systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will any Party request financial participation on the part of ECUA on the Project.

2.5 Upon final completion of the Project, HOA shall convey to ECUA and ECUA shall accept ownership, without delay, of all Project improvements, as generally described in Exhibit "A", which will consist of the gravity collection system (excluding service laterals), manholes, the lift station, and the sewer force main. The conveyance shall be in a form substantially similar to Exhibit "B". Thereafter, ECUA shall own, operate, and maintain said facilities.

2.6 This Agreement, after being properly executed by the parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.7 The HOA expressly understands and accepts that pursuant to the adoption of the Ordinance establishing the Creekwood Subdivision Sewage and Lift Station Improvement Municipal Services Benefit Unit (MSBU), all costs associated with the Project (hereinafter "Costs of the Project"), including but not limited to any design or engineering costs, will be billed as part of the MSBU special assessment to all affected property owners, even if the Project is not completed for some presently unanticipated reason. However, the Third Party selected to construct the Project, in accordance with paragraph 2.3, above, shall be required to post a Performance Bond as well as a Labor and Material Payment Bond in the full amount of the contract price as of the time the contract is awarded, as required by Section 255.05, Florida Statutes.

2.8 The Third Party selected to construct the Project, in accordance with paragraph 2.3, above, shall be required to present proof of insurance consistent with ECUA's Risk Management Requirements which, among other coverages, will provide no less than $1,000,000 of General Liability and Pollution Liability insurance coverage for negligent acts during construction. Additionally, ECUA, the County, and the HOA shall be identified as either certificate holders or additionally insured parties on such insurance. The Third Party selected to construct the Project shall also be required to operate and maintain the wastewater system from the point it is issued Notice to Proceed until Final Completion is achieved. Moreover, the Parties agree that under no circumstances shall any public funds of either the County or ECUA be expended as a direct or indirect result of their participation in this Project or this Agreement, and any

such responsibility or purported responsibility shall be deemed to be Costs of the Project. Nothing contained in this paragraph 2.8 shall be interpreted to affect any claim a Party to this Agreement may have against a Third Party to this Agreement, such as the Contractor, its Surety, or its insurer.

ARTICLE 3
Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within approximately fourteen (14) months from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as generally described in Exhibit "A", including but not necessarily limited to equipment costs, engineering and design services, and construction costs, in an amount not to exceed Six Hundred Twenty-Five Thousand Dollars ($625,000.00).[1] In the event that ECUA determines that the estimated Costs of the Project will exceed $625,000 upon the opening of publicly advertised bids for construction of the Project, then within thirty (30) days thereof any Party may elect to terminate this Agreement and not proceed with construction of the Project. Any such election shall be made in writing and delivered to the other Parties in accordance with paragraph 4.6, below. In the event the Project proceeds beyond bidding and during the course of construction it is learned that the Costs of the Project will exceed $625,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with HOA responsible for all costs associated with terminating and closing the Project, and in such event HOA shall remain the owner of all improvements made during the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at the time that the improvements are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Engineering Department
3363 West Park Place
Pensacola, Florida 32505

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
William E. Johnson, Jr., P.E., P.L.S.
Engineering Director
9255 Sturdevant Street
Pensacola, Florida 32514

4.6 All notices called for under this Agreement shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To County:

Escambia County
Colby S. Brown
Public Works Branch Director and Assistant County Engineer
3363 West Park Place
Pensacola, Florida 32505

To ECUA:

Emerald Coast Utilities Authority
William E. Johnson, Jr., P.E., P.L.S.
Engineering Director
9255 Sturdevant Street
Pensacola, Florida 32514

To HOA:

Pamela M. Long, President
Creekwood Homeowners Association of Pensacola, Inc.
8608 Eight Mile Creek Road
Pensacola, Florida 32526

ARTICLE 5
Ownership of Improvements

5.1 Title to the improvements specified in Exhibit "A" shall pass to ECUA as provided herein but only upon ECUA's acceptance of the work.

ARTICLE 6
Easements

6.1 In order to facilitate this Project, the County has granted an easement to ECUA over real property in the vicinity of the lift station in the Creekwood Subdivision.

6.2 The HOA shall grant any easements necessary to ECUA for the repair and maintenance of all facilities described in Exhibit "A."

ARTICLE 7
Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

ARTICLE 8
General Provisions

8.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 Termination: In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of

termination.

8.3 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 provisions of Chapter 119, Florida Statutes, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

8.4 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 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.

8.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

8.7 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 any Party 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 Party shall immediately notify all other Parties and request clarification of this Agreement.

(b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

8.8 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 it did not contain such invalid or unenforceable portion or provision.

8.9 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.

8.10 No Waiver: The failure of a Party 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.

8.11 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 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 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, duly authorized to execute same by Board action on the ___ day of _____, 2017 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same, and Creekwood Homeowners' Association of Pensacola, Inc., by and through its President, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Court

Date:_____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/8/17

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized Board.

By:_____
Stephen E. Sorrell, Executive Director

Date:_____

ATTEST:

By:_____
Secretary

CREEKWOOD HOMEOWNERS' ASSOCIATION OF PENSANCOLA, INC., a not for profit corporation, acting by and through its President.

By:_____
_____, President

ATTEST:

Date:_____

_____
Corporate Secretary

(Corporate Seal)

Add-on #1
Comr. Bergosh
BCC: 10-05-2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

County Administrator's Report

BCC Regular Meeting

Meeting Date: October 5, 2017
Issue: Memorandum of Agreement - Creekwood Homeowners' Association and Emerald Coast Utilities Authority
From: Commissioner Jeff Bergosh, District 1
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Memorandum of Agreement between Escambia County, the Emerald Coast Utilities Authority, and the Creekwood Homeowners' Association of Pensacola, Inc., Relating to a Wastewater System Improvement Project – Commissioner Jeff Bergosh, District 1

That the Board authorize the Chairman to sign the Memorandum of Agreement between Escambia County, the Emerald Coast Utilities Association (ECUA), and the Creekwood Homeowners' Association of Pensacola, Inc. relating to a Wastewater System Improvement Project.

BACKGROUND:

ECUA provides water service within Creekwood and Creekwood Oaks Subdivisions and receives wastewater from those subdivisions. The collective owners of real property located within the Creekwood Subdivision comprise the Homeowners' Association (HOA) which owns, operates, and maintains various wastewater facilities within the Creekwood Subdivision, including but not necessarily limited to the sanitary sewer collection system within the Creekwood Subdivision and the lift station that services that system. The sanitary sewer lift station within the Creekwood Subdivision also receives flows from the Creekwood Oaks Subdivision. The sanitary lift station that services the sanitary sewer collection system within the Creekwood Subdivision is located on real property which was owned by the HOA, but in order to facilitate expansion and improvement of the lift station site, the HOA has deeded it to the ECUA. The county owns real property surrounding the lift station which services the Creekwood Subdivision, over portions of which the county had given ECUA an access easement in order to facilitate expansion of the lift station site.

The sanitary sewer lift station servicing the Creekwood Subdivision is undersized and insufficiently designed to handle the flow that it currently receives, as the deficiencies and inadequacies of the system have led to multiple sewer overflows in the past. The HOA has identified a need to make repairs to the existing system and to construct a new sanitary sewer lift station facility. Escambia County, ECUA, and the HOA are working in partnership to repair the sanitary sewer collection system, including re-engineering and reconstructing a sanitary sewer lift station facility in the Creekwood Subdivision in order to protect the public health, safety, and welfare.

The county is willing to contribute the funds necessary to both repair the sanitary sewer collection system and to re-engineer and reconstruct a sanitary sewer lift station facility in the Creekwood Subdivision, and ECUA has agreed to oversee and manage the design of and repairs to the system, including the design of and construction of a new sanitary sewer lift station facility on the existing site, at no cost to ECUA or its ratepayers. The HOA understands and accepts that, although the county will provide the funds necessary for the project, all costs associated with the improvements, including design and engineering costs, will be billed to all affected property owners within the Creekwood Subdivision and Creekwood Oaks Subdivision, pursuant to the Ordinance establishing the Creekwood Subdivision's sewage and lift station improvement Municipal Services Benefit Unit (MSBU), and an accompanying MSBU special assessment established at the May 25, 2017, BCC meeting.

Upon completion of the project, the HOA shall convey, and ECUA shall accept ownership of the sanitary sewer collection system and lift station. ECUA shall thereafter own, operate, and maintain the sanitary sewer collection system and lift station.

The main roles that the county has played in the successful transition is to provide ECUA the necessary access easement across county property to the private lift station site, and to provide a mechanism for the residents of the Creekwood Subdivision to be able to pay for the design and update of the lift station through the MSBU process.

BUDGETARY IMPACT:

Escambia County agrees to reimburse ECUA for the costs of the project as generally described in Exhibit "A", including but not necessarily limited to equipment costs, engineering and design services, and construction costs, in an amount not to exceed $625,000. In the event that ECUA determines, upon the opening of publicly advertised bids for construction of the project, that the estimated costs of the project will exceed $625,000, then within 30 days thereof any party may elect to terminate this agreement and not proceed with the construction of the project.

LEGAL CONSIDERATIONS/SIGN-OFF:
The Memorandum of Agreement has been approved by Alison Rogers, County Attorney.

PERSONNEL:
No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
Escambia County staff will continue to work with ECUA and the HOA.

Attachments

Memorandum of Agreement
BCC Minutes MSBU Public Hearing
Creekwood MSBU & Minutes